

ML - Morris County Fair Housing Council
vs. Boonton

Nov. 20, 1985

- Rockaway

Final Judgment as to the Judgment of Rockaway

Pg. 20

Notes: some double-sided pages

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ACTING PUBLIC ADVOCATE
DEPARTMENT OF THE PUBLIC DDVOCATE
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ASSISTANT DEPUTY PUBLIC ADVOCATE
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MORRIS/MIDDLESEX COUNTIES
DOCKET NO. L-6001-78 P.W.

MORRIS COUNTY FAIR HOUSING
COUNCIL, et al.,

Plaintiffs,

vs.

BOONTON TOWNSHIP, et al.,

Defendants.

:
:
:
:
:
: Civil Action
: (Mt. Laurel Action)
:
: FINAL JUDGMENT AS TO
: THE TOWNSHIP OF ROCKAWAY

This matter having come before this Court on the joint application of the plaintiffs and defendant, Township of Rockaway, for entry of a final judgment of compliance in favor of the Township of Rockaway based upon a proposed settlement agreement between the parties; and

Objector, Mt. Hope Mining Company, et al., having concurred with said settlement; and

Said settlement having been approved, subject to certain conditions set forth in the order of this Court dated April 9, 1985; and

The parties hereto having satisfied the conditions of said Order; and

This Court having determined that entry of a final judgment of compliance is justified and within the powers of this Court,

IT IS on this ^{20th} day of November, 1985, ORDERED and ADJUDGED, that:

1. The settlement agreement annexed as Attachment A as modified by the supplemental agreements annexed as Attachments B and C, and the ordinances annexed as Attachments D and E, all of which are incorporated herein by reference and made part of this order as if fully set out herein, is fair, adequate, and reasonable.

2. The Township of Rockaway, by implementing the settlement agreement annexed as Attachment A, as modified by supplemental agreement annexed as Attachment B and C and the ordinances annexed as Attachments D and E, is complying with the constitutional obligation to provide realistic opportunities for creation of sufficient, safe, decent housing affordable to low and moderate income households to meet its indigenous need and its fair share of the present and prospective regional need.

3. Final judgment is hereby entered in favor of defendant, Township of Rockaway, as to all claims made by plaintiffs. All counterclaims made by defendant, Township of Rockaway, are hereby dismissed with prejudice. ~~All claims made by Defendant,~~

~~Boysen Building Company, et al., are hereby dismissed with prejudice.~~

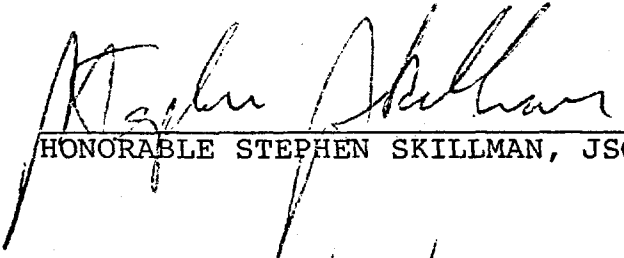
4. The agreements annexed as Exhibits A, B, and C and Ordinances annexed as Attachment D and E, shall, in accordance with their terms and provisions, be effective immediately upon

the entry of this judgment and shall be implemented by the parties; provided, however, that this judgment expressly incorporates the contingency clause providing that in the event that all or any portion of the lands in the PRD-1, PRD-2, or OR-3 zones is ~~condemned~~^{condemned} and taken by, or otherwise transferred to, any public entity, other than Rockaway Township ~~or~~^{an} agency or subunit of Rockaway Township, for purposes of establishing a landfill or other solid waste disposal facility, the plaintiffs and Rockaway Township shall each have the right to terminate the settlement. This right may be exercised only if the total area taken or transferred in these zones exceeds ten (10) acres and upon the exhaustion of all appeals from the condemnation and taking or other transfer (other than applications or petitions for reconsideration or rehearing, petitions to the United States Supreme Court for certiorari, and proceedings relating solely to valuation) or the time for taking such appeals having expired. The said right may be exercised only by serving written notice upon the plaintiffs herein (or the defendant, Township of Rockaway) and the Objector, Mt. Hope Mining Company, et al., within ten (10) days of the date upon which the right to terminate this agreement arises. Such termination shall be effective thirty ⁽³⁰⁾ ~~(30)~~ days after service of notice. The effect of exercising this right shall be 1) to render null and void all provisions of the settlement of this litigation between the parties, except paragraphs 6, 7, 9, 12, and 14 of the settlement agreement ~~attached as Exhibit C to the aforementioned Order Approving Negotiated Settlement of~~^{annexed as Attachment A} ~~the aforementioned Order Approving Negotiated Settlement of~~ ~~Rockaway Township of~~

~~April 27, 1985~~ insofar as they concern site plan or subdivision applications which are substantially complete and being diligently pursued for development in zones not subject to such taking or transfer or insofar as they affect units for which preliminary site plan or subdivision approvals have been granted, and 2) to render null and void any judgment entered in this matter, including the within judgment.

5. Costs shall not be taxed against either party or the Objector.

6. It is certified pursuant to Rule 4:42-2 that this judgment, except as provided herein, is a complete adjudication of all of the rights and liabilities asserted in this litigation as to the Township of Rockaway and that there is no just reason for delay of entry of final judgment.


HONORABLE STEPHEN SKILLMAN, JSC

DATED: _____

11/20/85

THIS AGREEMENT, made this _____ day of _____
1984, by and between:

The Township of Rockaway,
A Municipal Corporation of the State of New Jersey,
hereinafter designated as the "Township";

-and-

The Morris County Branch of the National Association
for the Advancement of Colored People;

The Morris County Fair Housing Council; and

Joseph H. Rodriguez, Public Advocate of the
State of New Jersey;

hereinafter collectively designated as "Plaintiffs".

WHEREAS, the Plaintiffs on October 13, 1978,
instituted a certain action in the Superior Court, Law
Division, Morris County, bearing docket number L-60001-78 P.W.,
against the Township and other parties; and

WHEREAS, the parties hereto are desirous of entering
into an agreement of settlement to resolve their differences in
the aforesaid litigation;

NOW, THEREFORE, in consideration of the mutual
covenants, promises, terms and conditions hereinafter provided,
it is agreed by and between the Township and the Plaintiffs as
follows:

1. This agreement is reached after due deliberation
by all parties and upon the considered judgment of all parties
that it is in the best interest of the public good and welfare
to settle the aforesaid litigation upon the terms and
conditions contained herein so as to fully meet the fair share

obligation of the Township.

2. In accordance with the law, the Township agrees to amend the zoning ordinance of the Township to establish the PRD-1, PRD-2, OR-3 and R-20M affordable housing zones as set forth in Exhibit "A" attached hereto and made part hereof. The coverage of these zones is limited to lands designated in Exhibit A.

3. The parties have agreed that 1,135 units represents the Township's fair share through the year 1990.

4. On or before March 1, 1990 the Township shall, through its normal planning process, assess its fair share of housing needs to determine whether an opportunity for additional low and moderate income units is necessary and, if so, to create such additional opportunity.

5. In the event that additional publicly subsidized housing affordable to low or moderate income households including housing which meets the standards of Section 8 of the Community Development Act of 1974, as amended, or equivalent program, is constructed in the Township on or before March 1, 1990, the Township shall receive credit for each unit towards satisfaction of its fair share obligation.

6. In addition to the provisions in Exhibit A, the Township shall take all reasonable steps to foster development of the units affordable to low and moderate households called for by paragraphs 2, and 3 including but not limited to:

(a) adoption of such resolutions of

need, execution of payment
in-lieu-of-taxes resolutions, or
public housing cooperation
agreements as may be necessary to
assist a developer in obtaining
public subsidies for the
construction of housing affordable
to low and moderate income
households; provided, however, that
nothing herein shall be construed
to require the Township to directly
or indirectly subsidize
construction of such housing.

- (b) expedited disposition of site plan
applications and municipal
approvals by a developer in the
affordable housing zones;
- (c) cooperation with a developer in the
affordable housing zones in
obtaining sewage and water
connections;
- (d) cooperation with the needs of a
developer and the requirements of
state and federal agencies
concerning the administration of
resale price controls.

(e) waiver of the following fees on a pro rata basis based upon the percentage of low and moderate income units in the development, except to the extent such fees are paid by the Township to outside consultants for plan review, inspection or similar services:

- (1) Subdivision and site plan application fees.
- (2) Building permit fees, except state fees.
- (3) Certificate of Occupancy fees.
- (4) Engineering fees.

(f) establishment of mechanisms and procedures to ensure the units are marketed to eligible households.

7. The Township shall provide written notice to plaintiffs of any applications for conceptual, preliminary, or final approval by developers in the affordable housing zones, and of any preliminary or final approvals or denials, whether conditional or unconditional.

8. Upon enactment of the amendments described in paragraph 2, the parties shall enter a stipulation of dismissal of this complaint with prejudice incorporating this agreement.

9. Upon the approval of site plan applications for

construction of sufficient units affordable to low and moderate income households under the ordinance set forth as Exhibit A to satisfy the Township's fair share under paragraphs 2, 3 and 5 of this agreement and upon written notice to plaintiffs, the Township may repeal or amend the ordinance set forth in Exhibit A, subject, however, to reinstatement of such ordinance in the event any of such units for which approval has been granted are not constructed and occupied within a reasonable period of time after approval.

10. In the event that any of the zone districts established under this agreement ceases to be available for development pursuant to the provisions adopted under section 2 of this agreement because of development for other purposes, condemnation, state or federal prohibitions or restrictions upon development or any other reason and as a result thereof, such zone districts are no longer sufficient to allow for construction of 1,135 low and moderate income housing units, the Township, upon written notice to and with the reasonable approval of plaintiffs, shall rezone sufficient other developable land pursuant to this provision to make it realistically likely that a sufficient number of units affordable to low and moderate income households will be constructed to satisfy the Township's fair share.

11. (a) The Township shall not zone, rezone, grant variances, or grant any preliminary or final site plan approval for townhouses, garden apartments,

or residential uses at gross densities higher than 5 units per acre unless:

(i) The development is subject to a mandatory set aside for units affordable to low and moderate income households identical to that contained in Exhibit A, or

(ii) the municipality has met its fair share obligation, as herein defined.

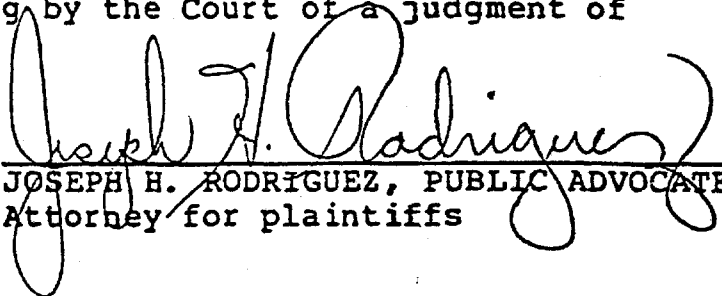
(b) The provisions of paragraph 11(a) above shall not apply with respect to:

(i) any property for which a developer has received preliminary site plan approval prior to the date hereof provided that final site plan approval is for the same gross density as that for which preliminary approval was granted, or such developer wishes to alter its development plan to provide a lower density than that previously approved; and

(ii) that property known and designated as Lots 54 and 54A in Block 151 on the Tax Map of the Township of Rockaway, as to which good faith activities have taken place between the Township and the developer with respect to development proposals which were not predicated on such set aside requirements.

12. Upon enactment into law, the low and moderate income housing amendments as set forth in Exhibit A shall not be repealed, amended, or modified without the express consent of the plaintiffs, through their counsel, the Department of the Public Advocate, except as provided in paragraph 9 above. In the event of any breach of any provision of this agreement the plaintiffs may seek relief by way of any remedy provided by law. The owners or assignees of the lands which are rezoned by this amendment are also recognized as third party beneficiaries with authority to enforce the terms of this settlement agreement.

13. This Agreement shall be binding upon the parties subject only to the granting by the Court of a judgment of compliance.


JOSEPH H. RODRIGUEZ, PUBLIC ADVOCATE
Attorney for plaintiffs

WILEY, MALEHORN and SIROTA

By: _____
Fredric J. Sirota
Attorneys for Rockaway Township

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 54,
LAND USE ORDINANCE, OF THE TOWNSHIP OF ROCKAWAY CODE

BE IT ORDAINED, by the Township Council of the Township of Rockaway:

Section 1 Purpose of this Amendatory Ordinance:

It is the intent of this amendment to create four new zone districts and accompanying regulations within the Township of Rockaway which will result in a realistic opportunity for the construction of a variety of housing types for all income levels in the Township, particularly including housing for low and moderate income households. It is further intended that these four zones, namely, the PRD-1, PRD-2, OR-3 and R-20M zones will encourage the development of said low and moderate income housing by providing specific land use regulations addressing those needs. The PRD-1, PRD-2, OR-3 and R-20M zones are designed to meet the mandate of the Mt. Laurel II doctrine established by the New Jersey Supreme Court. In the event there is specific and irreconcilable conflict between the standards established for any one of these four zones and other sections of the Land Use Ordinance not related to health and safety, the standards as set forth herein shall prevail.

Section 2 There is hereby created a new PRD-1 Zone the boundaries of which are set forth on the accompanying Zoning Map. This PRD-1 Zone shall be regulated by the following requirements:

54-14 PRD-1 PLANNED RESIDENTIAL DEVELOPMENT

A. PRIMARY INTENDED USE. This zone district is designed to accommodate various types of residential development as a single entity according to a plan containing one or more residential clusters. The types of residential units permitted in the PRD-1 Zone are:

- (1) Single family detached dwellings.
- (2) Two family dwellings.
- (3) Single family attached (townhouses).
- (4) Multi-family dwellings (garden apartments).

Also permitted in this zone are accessory uses customarily incident and ancillary to the various permitted principal uses outlined above. These accessory uses may include:

- (1) Personal recreation facilities.
- (2) Accessory buildings.

- (3) Off-street parking-streets-driveways.
 - (4) Garages.
 - (5) Fences.
 - (6) Signs.
- B. PROHIBITED USE. Any use other than those uses listed in Section 54-14A above is prohibited.
- C. REQUIRED CONDITIONS. The following requirements must be complied with the PRD-1 Zone:
- (1) Height. No single family detached, single family attached, or two family dwelling shall exceed 2-1/2 stories, provided, however, said building is not higher than 35 feet. No multi-family apartment building shall exceed 3 stories, provided, however, said building is not higher than 40 feet.
 - (2) Front Yard Setback For Individual Lots. There shall be a front yard setback of 25 feet for single family detached dwellings, two family dwellings and single family attached dwellings. There shall be a front yard setback for multi-family dwellings of 30 feet.
 - (3) Side Yard Setback For Individual Lots. There shall be two side yards and no side yard shall be less than 6 feet, provided, however, that the aggregate width of the two side yards combined shall not be less than 20 feet for all structures.
 - (4) Rear Yard Setback For Individual Lots. There shall be a rear yard setback of 20 feet for all structures.
 - (5) Minimum Lot Size For Individual Lots. Every individual lot developed with a single family detached dwelling shall have a minimum lot size of 5,000 square feet with a minimum lot width of 50 feet. Every individual lot developed with a two family dwelling shall have a minimum lot size of 6,000 square feet with a minimum lot width of 60 feet. Every individual lot developed with a single family attached dwelling shall have a minimum lot size of 2,000 square feet with a minimum lot width of 20 feet.
 - (6) Maximum Gross Density. The maximum gross density for any project shall be one dwelling unit per acre, provided, however, a density bonus shall be

permitted as herein regulated which is related to a reduction in energy consumption or demand. The reduction shall be based on comparison of the proposed development over the minimum requirements of the F.H.A. energy standards. The relationship of energy conservation to permitted density is as follows:

Gross Density with less than 10% energy savings - 1 dwelling unit per acre;

Gross Density from 10% to 20% energy savings - 1.1 dwelling units per acre;

Gross Density from 20% to 30% energy savings - 1.2 dwelling units per acre;

Gross Density with 30% and over energy savings - 1.3 dwelling units per acre.

- (7) Setback From Tract Boundary. Any development that takes place in the PRD-1 zone that is other than on individual lots, such as a condominium project, shall be setback 40 feet from any tract boundary.
- (8) Distance Between Buildings. Any development that takes place in the PRD-1 zone that is other than on individual lots, such as a condominium project, shall comply with the following minimum distances between buildings:
- (a) End wall to end wall - 20 feet.
 - (b) Window wall to end wall - 25 feet.
 - (c) Window wall to window wall (front to front) - 75 feet.
 - (d) Window wall to window wall (rear to rear) - 50 feet.

The distance between buildings not parallel shall be determined by taking the average distance between said buildings, provided, however, at no point shall any part of said buildings be closer than one-half the required standards set forth above.

- (9) Off-Street Parking. Off-street parking shall be provided to meet the following standards:

- (a) Every dwelling unit containing 3 or more bedrooms - 2.0 parking spaces.
- (b) Every dwelling unit containing 2 bedrooms - 1.75 parking spaces.
- (c) Every dwelling unit containing less than 2 bedrooms - 1.5 parking spaces.

(10) Street Widths, Shoulders, Rights-of-Way. Street widths, shoulders and rights-of-way shall meet the following minimum standards:

(a) Paved Street Widths

[1] Collector Streets. All collector streets shall have a pavement width of 36 feet between a masonry curb of at least 6 inches in height constructed on both sides of the street.

[2] Minor Streets. All internal streets shall have a pavement width of 22 feet between a masonry curb of at least 6 inches in height, constructed on both sides of the street, provided, however, cul-de-sacs less than 300 feet in length need not be wider than 20 feet between curbs.

(b) Shoulders. A planted shoulder of at least 8 1/2 feet shall be provided on either side of the paved roadway.

(c) Rights-of-Way. The total right-of-way to be reserved shall be computed by adding the shoulder requirement to the paved roadway width required.

(d) Road Gradients. Shall not be less than 0.5% for any road. The maximum gradient shall be 15% for minor streets and 10% for collector streets.

(e) Cul-de-sacs. Shall serve a maximum of 25 units or shall not be longer than 1,000 feet, whichever is less. The paved right-of-way of a cul-de-sac turnaround shall be at least 80 feet in diameter and the right-of-way radius shall not be less than 50 feet.

(11) Minimum Development Size. A minimum development size of 100 units shall be required.

(12) Minimum Adverse Impact Due to Environmental Constraints. Every development within the PRD-1 zone shall be designed to minimize any adverse impacts due to environmental constraints. This shall be accomplished by employing innovative design and construction of clustering development on lands having minimal environmental constraints. In this regard all plans shall comply with the following requirements, as well as complying with all requirements related to preparation of environmental impact statements as required by applicable provisions of the Township of Rockaway Code.

(a) Flood Plains. Development within the Flood Plains, as established by the New Jersey Department of Environmental Protection, shall be prohibited, provided, however, roads crossing the flood plains needed for access may be constructed within the flood plains, subject to the approval of the New Jersey Department of Environmental Protection .

(b) Stream Encroachment. Development within 100 feet of the center line of any stream as set forth on the "Community Facilities Plan" of the 1983 Township Master Plan shall be prohibited.

(c) Excessive Slopes. The development of lands having steep slopes shall be regulated as follows:

[1] Lands having a slope from 10% to 15% - Not more than 40% of such areas shall be developed.

[2] Lands having a slope from 15% to 25% - Not more than 30% of such areas shall be developed.

[3] Lands having a slope of 25% or greater - Not more than 15% of such areas shall be developed.

(d) Lakes, Ponds and Water Bodies. Lakes, ponds and water bodies greater than one acre in size shall not be filled in or developed. No building shall be constructed within 100 feet of the shore line of any such water body.

- (f) Mining Locations. No building shall be constructed within 100 feet of any mine shaft. Any development within 100 to 500 feet of any mine shaft shall be permitted after the developer has submitted evidence to the Township, from core borings, that development will not result in any adverse environmental impacts for the Township.

Section 3 There is hereby created a new PRD-2 Zone, the boundaries of which are set forth on the accompanying Zoning Map. This PRD-2 Zone shall be regulated by the following requirements:

54-15 PRD-2 PLANNED RESIDENTIAL DEVELOPMENT

- A. PRIMARY INTENDED USE. This zone district is designed to accommodate and permit all of those uses permitted in the PRD-1 zone as set forth in Section 54-14A of this Ordinance.
- B. PROHIBITED USE. Any use other than those uses listed in Section 54-14A of this Ordinance is prohibited.
- C. REQUIRED CONDITIONS. The following requirements must be complied with in the PRD-2 zone.
- (1) Height. The maximum height permitted shall be the same as regulated in the PRD-1 zone as set forth in Section 54-14C.(1) of this Ordinance.
 - (2) Front Yard Setback For Individual Lots. The front yard setback shall be the same as regulated in the PRD-1 zone as set forth in Section 54-14C.(2) of this Ordinance.
 - (3) Side Yard Setback For Individual Lots. The rear yard setback shall be the same as regulated in the PRD-1 zone as set forth in Section 54-14C.(3) of this Ordinance.
 - (4) Rear Yard Setback for Individual Lots. The rear yard setback shall be the same as regulated in the PRD-1 zone as set forth in Section 54-14C.(4) of this Ordinance.
 - (5) Minimum Lot Size for Individual Lots. The minimum lot size for the various uses permitted shall be the same as regulated in the PRD-1 zone as set forth in Section 54-14C.(5) of this Ordinance.

- (6) Maximum Gross Density. The maximum gross density for any project shall be two dwelling units per acre, provided, however, a density bonus shall be permitted, as herein regulated, which is related to a reduction in energy consumption or demand. The reduction shall be based on comparison of the proposed development over the minimum requirements of the F.H.A. energy standards. The relationship of energy conservation to permitted density is as follows:
- Gross Density with less than 10% energy savings - 2 dwelling units per acres;
- Gross Density from 10% to 20% energy savings - 2.2 dwelling units per acre;
- Gross Density from 20% to 30% energy savings - 2.4 dwelling units per acre;
- Gross Density with 30% and over energy savings - 2.6 dwelling units per acre.
- (7) Setback From Tract Boundary. Any development that takes place in the PRD-2 zone that is other than on individual lots, such as a condominium project, shall be setback 40 feet from any tract boundary.
- (8) Distance Between Buildings. Any development that takes place in the PRD-2 zone that is other than on individual lots, such as a condominium project, shall comply with the standards regulating the PRD-1 zone as set forth in Section 54-14C.(8) of this Ordinance.
- (9) Off-Street Parking. Off-street parking shall be provided to meet the standards of Section 54-14C.(9) of this Ordinance.
- (10) Street Widths, Shoulders, Rights-of-Way. Street widths, shoulders and rights-of-way shall meet the standards of Section 54-14C.(10) of this Ordinance.
- (11) Minimum Development Size. A minimum development size of 100 units shall be required.
- (12) Minimize Adverse Impact Due to Environmental Constraints. Every development within the PRD-2 zone shall be designed to minimize any adverse impacts due to environmental constraints and shall comply with all requirements as set forth in

Section 54-14C. (12) of the Ordinance.

Section 4 There is hereby created a new OR-3 Zone, the boundaries of which are set forth on the accompanying Zoning Map. This OR-3 Zone shall be regulated by the following requirements:

54-16 OR-3 OFFICE, RESIDENTIAL ZONE

- A. PRIMARY INTENDED USE. This zone district is designed to accommodate and permit office building development and/or those types of residential development permitted in Section 54-14A of this Ordinance. Any office building construction shall only be permitted if it meets the mandatory requirement for the construction of low and moderate income housing as set forth in Section 54-16C. as hereinafter regulated.
- B. PROHIBITED USE. Any use other than office building and/or residential development permitted in Section 54-14A of this Ordinance is prohibited.
- C. REQUIRED CONDITIONS. The following requirements must be complied with in the OR-3 zone. Office development shall meet all requirements of the OR zone provided, however, for every 2,000 square feet of office building floor area the developer shall construct one housing unit of low and moderate income housing at a ratio of 50% low and 50% moderate income housing units. Any residential construction constructed within the OR-3 zone shall meet the requirements of the PRD-1 zone as set forth in Sections 54-14C. (1), (2), (3), (4), (7), (8), (9), (10), (11) and (12) of this Ordinance as well as:
- (5) Minimum Lot Size for Individual Lots. Every individual lot developed with a single family detached dwelling shall have a minimum lot size of 5,000 square feet with a minimum lot width of 50 feet. Every individual lot developed with a two family dwelling shall have a minimum lot size of 6,000 square feet with a minimum lot width of 60 feet. Every individual lot developed with a single family attached dwelling shall have a minimum lot size of 1,200 square feet with a minimum lot width of 16 feet.
- (6) Maximum Gross Density. The maximum gross density for residential development shall be 8 dwelling units per acre, provided, however, a density bonus shall be permitted, as herein regulated, which is

related to a reduction in energy consumption or demand. The reduction shall be based on comparison of the proposed development over the minimum requirements of the F.H.A. energy standards. The relationship of energy conservation to permitted density is as follows:

Gross Density with less than 10% energy savings - 8 dwelling units per acre;

Gross Density from 10% to 20% energy savings - 8.8 dwelling unit per acre;

Gross Density from 20% to 30% energy savings - 9.6 dwelling units per acre;

Gross Density with 30% and over energy savings - 10.4 dwelling units per acre.

Section 5 There is hereby created a new R-20M Zone, the boundaries of which are set forth on the accompanying Zoning Map. This R-20M Zone shall be regulated by the following requirements:

54-17 R-20M RESIDENTIAL ZONE

- A. PRIMARY INTENDED USE. This zone district is designed to permit any use as permitted and regulated in the R-20 Zone or those uses permitted in the PRD-1 zone as set forth in Section 54-14A of this Ordinance, provided, however, those uses as set forth in Section 54-14A of this Ordinance shall only be permitted if said uses qualify as low and moderate income housing units and are part of a County, State or Federal housing subsidy program and comply with the standards of Section 54-17C of this Ordinance.
- B. PROHIBITED USE. Any use other than those uses permitted in Section 54-17A above is prohibited.
- C. REQUIRED CONDITIONS.
 - (1) Any use other than a subsidized housing project for low and/or moderate income households shall comply with the required conditions regulating the R-20 zone. Any subsidized housing project for low and/or moderate income households shall comply with the requirements as set forth in Section 54-14C. (1), (2), (3), (4), (5), (7), (8), (9), (10), (11) and (12) of this Ordinance as well as:

- (6) Maximum Gross Density. Single family attached townhouse units shall meet the density requirements of Section 54-16C.(6). Multi-family dwellings (garden apartments) shall be permitted at a maximum density of 10 units per acre.

Section 6 A new Section X shall be added to Section 54-86 of the Land Use Ordinance which shall read as follows:

X. LOW AND MODERATE INCOME HOUSING REQUIRMENTS

- (1) At least 10 percent of the total number of residential dwellings hereinafter constructed within each development in the PRD-1, PRD-2 and OR-3 zones shall be made affordable and sold or rented to low income persons and 10 percent shall be made affordable and sold or rented to moderate income persons. If any developer builds residential housing in any zone district at a gross density of greater than 5 units per acre, at least 10 percent of the total number of residential dwellings hereinafter constructed within each such development shall be made affordable and sold or rented to low income persons and 10 percent shall be made affordable and sold or rented to moderate income persons. Notwithstanding the provisions of this section, the following sites shall be excluded from the requirements of this provision due either to preliminary approvals heretofore having been granted by the Township or activities between the Township and developer conducted in good faith that were not predicated upon the foregoing provisions:

Lots 54 and 54A in Block 151 -
Lots 52 and 53 in Block 151 -
Lot 11 in Block 197 U -

- (2) At least twenty (20%) percent of the low and moderate income units shall be three bedroom units, and no more than fifty (50%) percent shall be one bedroom units or efficiency units.
- (3) The developer shall agree not to impose any residency requirements upon prospective renters or purchasers of any low and moderate income units, except that the Township of Rockaway may require the developer to offer units for rental or sale exclusively to residents of Rockaway Township for a period of no more than 15 days. The developer

shall agree not to impose age requirements upon occupants of low and moderate income units, except that in units designated by the Planning Board, on an approved site plan, as senior citizen units, which shall include a total of no more than 114 low income units and 114 moderate income units constructed under this ordinance, the developer may be required to restrict sale or rental to eligible low or moderate income persons over the age of 62.

- (4) The developer shall formulate and implement a written affirmative marketing plan acceptable to the Planning Board. The affirmative marketing plan shall be realistically designed to inform all components of the population of the housing opportunities in the development, that they are welcome to seek to buy or rent such housing, and that they have the opportunity to buy or rent such housing. It shall include advertising and other outreach activities realistically designed to reach all components of the lower income population in municipalities in the Mt. Laurel housing region of which the Township is a part.
- (5) A developer shall submit a phasing schedule for the construction of the low and moderate income units. The developer may construct the first twenty (20%) percent of the development without constructing any low or moderate income units. By the time forty (40%) percent of the units in the development are constructed, at least twenty (20%) percent of the low and moderate income units shall be constructed. By the time sixty (60%) percent of the units in the development are constructed, at least forty-five (45%) percent of the low and moderate income units shall be constructed. By the time eighty (80%) percent of the units in the development are occupied, at least seventy (70%) percent of the low and moderate income units shall be constructed. No certificate of occupancy shall be issued for units other than units affordable to low or moderate income households until all low and moderate income units in the previous phase have been completed.
- (6) A developer shall submit a plan for resale or rental controls to ensure that the units remain affordable to low and moderate income households for at least thirty (30) years. The purchaser shall be entitled to sell the units for:

- (a) the original sales price plus the original sales price multiplied by seventy-five (75%) percent of the percentage increase in the Consumer Price Index between the date of purchase and the date of resale, and
- (b) reimbursement for documented monetary outlays for reasonable improvements, and
- (c) any reasonable cost incurred in selling the unit.

The low income units upon resale may be sold only to low income persons, and the moderate income units may be sold to low or moderate income purchasers. If, however, no low income purchaser is found within sixty (60) days, the low income unit may be sold to a moderate income purchaser or, if none is available, to any interested purchaser. If no moderate income purchaser is found for a moderate income unit within sixty (60) days, the unit may be sold to any purchaser. Regardless of the income of the purchaser, the resale controls shall remain in effect for subsequent resales. The developer may create a non-profit corporation, enter into an agreement with a non-profit corporation or a governmental agency, or choose to administer to resale controls itself, but in no event may the resale controls be administered merely by a deed restriction.

Where units are offered as rental units they shall continue to be offered as rental units for fifteen (15) years. After fifteen (15) years they may be sold at prices affordable to moderate income households, subject to such resale price controls as may be necessary to ensure that the units continue to be affordable to moderate income households for the remainder of the thirty (30) year period commencing from the date of initial rental.

- (7) Upon the construction of 1,135 units of affordable low and moderate income housing pursuant to the conditions imposed by this Ordinance, including housing which meets the standards of Section 8 of the Community Development Act of 1974, as amended, or equivalent program, the Township of Rockaway will not require of any developer the further construction of said affordable low and moderate

income household units.

- (8) The Planning Board shall review the location and design of units in any proposal for development involving construction of affordable low and moderate income housing units and may, in its discretion, require the developer to alter its development proposal if necessary to ensure reasonable integration of low and moderate income housing units within the development.
- (9) If any housing units in the proposed development are associated together through condominium ownership, cooperative ownership, membership in a homeowners or similar association, or other organization providing for common upkeep and maintenance of property, then the low and moderate income housing units provided for in this ordinance and the owners of such units shall be an integral part of such common ownership regime and members of such organization with the same rights and privileges accorded to other units and unit owners in the development.
- (10) A developer in the zone may request that the Planning Board and/or Township waive or modify cost-generating requirements in the zoning, subdivision or site plan ordinance (not including density limitations), waive or reduce fees, or grant tax abatement to the extent authorized by law, if the developer claims that such actions are necessary to provide the 20% low and moderate income housing. A developer may choose one of three impartial housing experts from a list prepared by the Planning Board and have the expert make recommendations, at the expense of the developer, on the necessity for the proposed waivers, modifications or other actions. The expert shall also consider whether the requirement for which the waiver or modification is sought is a necessary minimum standard required for public health and safety. In the event that the expert determines that, even after full municipal cooperation, it is not economically feasible for the developer to provide the full amount of affordable low and moderate income units, the expert may recommend that the developer provide twelve (12%) percent moderate income and eight (8%) percent low income units. Such a modification in the low and moderate income obligations shall not be approved unless the expert determines that the Township has substantially

complied with his recommendations for municipal actions to reduce costs. The Planning Board shall not be bound to accept or approve the recommendations of the expert but may in its discretion reject any or all of such recommendations. In the event that the Planning Board declines to accept one or more of the recommendations of the expert, it shall detail its reasons in writing.

Section 7 Section 54-5 of the Land Use Ordinance shall be expanded by including the following definitions:

LOW INCOME HOUSEHOLD. A household having a total gross household income of not more than 50% of the median household income for households of the same size using the median income data for household size prepared by the United States Department of Housing and Urban Development, (Newark SMSA) contained in HUD, Section 8, Rental Assistance Program Income by Family Size.

MODERATE INCOME HOUSEHOLDS. A household having a total gross household income between 50% and 80% of the median household income for households of the same size using the median income data for household size by the United States Department of Housing and Urban Development (Newark SMSA) contained in HUD, Section 8, Rental Assistance Program Income by Family Size.

AFFORDABLE means that a household at the ceiling income for each income group, for each household size, is not required to pay more than twenty-five (25%) percent of its gross household income for the total of principle, interest, property taxes, insurance and homeowner's association assessments, calculated on the basis of a ten (10%) percent downpayment, and realistically available mortgage interest rates. In the case of rental housing, such a household is not required to pay more than twenty-five (25%) percent of income for rent excluding utilities.

Section 15 This Ordinance shall take effect in accordance with the law.

Attachment B

SETTLEMENT BETWEEN THE TOWNSHIP OF ROCKAWAY,
A MUNICIPAL CORPORTION OF THE STATE OF NEW JERSEY
AND MT. HOPE MINING COMPANY AND HALECREST COMPANY
WITH RESPECT TO MORRIS COUNTY FAIR HOUSING COUNCIL,
ET AL. V. BOONTON TOWNSHIP, ET AL., DOCKET NO.
L-6001-78 P.W. AND MT. HOPE MINING COMPANY AND
HALECREST COMPANY V. TOWNSHIP OF ROCKAWAY, ET AL.,
DOCKET NO. L-64385-84 P.W.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township of Rockaway (hereinafter referred to as "Rockaway") and Mt. Hope Mining Company and Halecrest Company (hereinafter referred to collectively as "Mt. Hope Mining") agree as follows:

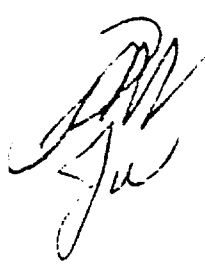
1) Mt. Hope Mining hereby withdraws its objection to the resolution of the above-referenced Morris County Fair Housing case as set forth in the settlement agreement among the Township of Rockaway and the plaintiffs therein as modified by this agreement and further consents thereto.

2) The aforementioned settlement agreement and zoning provisions relating thereto shall be amended as follows:

a) The energy bonus provided for PRD-1 and PRD-2 zones shall be eliminated.

b) The maximum density of the PRD-1 zone shall be 2 units per acre in lieu of 1.3 units per acre. The aforementioned density shall be calculated in terms of gross tract acreage.

c) The density of the PRD-2 zone shall be amended to provide for 3.3 units per acre in lieu of 2.6 units per acre. The aforementioned density shall also be calculated in terms of gross tract acreage.



2/1/84

3) Mt. Hope Mining shall convey to the Township of Rockaway, for \$1.00, all that land bounded (i) on the south by the southerly right-of-way line of the Jersey Central Power & Light Co. right-of-way, (ii) on the east by Mt. Hope Road, (iii) on the north by land owned by the United States Government Reservation (Picatinny Arsenal), and (iv) on the west by land presently owned by Stacey Fabrics Company. Said land encompasses approximately 87 acres. The foregoing obligation shall be included within the settlement agreement among the Township of Rockaway and the plaintiffs in the Morris County Fair Housing suit to be approved and adopted by the Judgment of Compliance. This conveyance shall be free and clear of all encumbrances and represent good insurable title, subject to utility easements and an easement to the United States Government, all of which are presently on record. Said conveyance shall also be subject to a reservation to the Mt. Hope Mining Company of mineral rights, said mineral rights not to be exercised closer than ~~100~~⁵⁰⁰ feet from the surface of the premises to be conveyed, ^{in existing tunnels.} Said conveyance shall take place upon the first occurring of the following: (1) the sale or refinancing, in any form, of any land owned or controlled by Mt. Hope Mining located within the Township of Rockaway, or (2) any approval of an application for development, preliminary or final, associated with any land owned or controlled by Mt. Hope Mining located within the Township of Rockaway. Upon this conveyance, the development rights associated with this parcel shall be applicable to and transferred to the balance of the property currently owned by Mt. Hope Mining within the current PRD-1 zone. ^{finder 1} Notwithstanding the foregoing Mt. Hope

Mining agrees that it will use its best efforts and exercise due diligence in obtaining all necessary approvals from existing lien holders and/or mortgage holders so as to allow said Mt. Hope Mining Company to lease the parcel, previously identified herein as to be conveyed to the Township of Rockaway, for a period of twenty (20) years for one dollar (\$1) per year pursuant to the terms, other than the foregoing dealing with necessity for conveyance of the premises, set forth in the existing lease relating to Mt. Hope Pond. Said lease shall also be subject to mineral rights as previously set forth dealing with the conveyance. ^{There will be no development of any kind of the property} In the event of said lease, the development rights associated with said parcel ^{Priority to} shall be applicable to and transferred to the balance of the ^{of the parcel} property currently owned by Mt. Hope Mining within the current ^{provided, however, that no approval of any application for development shall be} PRD-1 zone. ^{Green} This conveyance and lease shall each contain a ^{unit} reverter clause providing that title to said property shall ^{of S} revert to the grantor, or the lease shall terminate, both on ^{prop} the option of Mt. Hope Mining with six (6) months notice, in the event the aforesaid settlement agreement upon which a Judgment of Compliance has been issued becomes null and void other than by reason of expiration of the period of report granted by the Judgment of Compliance, which "period of repose" shall be six (6) years from the date and entry of the hereafter referred to Judgment of Compliance to be entered by Judge Skillman.

4) Stipulation of settlement with prejudice, and mutual releases, with respect to Mt. Hope Mining Company, et al. v. Township of Rockaway, et al., Docket No. L-64385-84 P.W., except as the same relates to the "tree removal ordinance", shall be filed upon satisfaction of the contingencies provided herein.

5) The within agreement is contingent upon the following:

b) The issuance by Judge Skillman of a judgment of compliance in accordance with the aforementioned settlement agreement as modified herein after appeals thereof, if any, have run their course; provided, however, that additional modifications, if any, shall be approved by Mt. Hope Mining.

c) Opinion letter of the Township of Rockaway counsel in form and substance agreeable to the Mt. Hope Mining counsel, establishing that the Township of Rockaway has the right and authorization to agree as herein provided and take those actions required hereby and has properly and in a binding manner entered into this agreement.

d) Opinion letter of Mt. Hope Mining counsel, in form and substance agreeable to the Township of Rockaway counsel, establishing that Mt. Hope Mining has the right and authorization to agree to those actions required hereby and has properly and in a binding manner entered into this agreement..

e) Inclusion within the settlement agreement between the Township of Rockaway and the plaintiffs in the Morris County Fair Housing suit of a provision requiring that any modifications ~~_____~~ affecting the Mt. Hope Mining's property shall

require the acceptance of Mt. Hope Mining ^{subject to the provisions} ~~_____~~ <sup>of ¶ 6 of the Settlement Agreement of The Fair Housing case +/-. the exp-
of</sup>

6. In the event this settlement does not become effective, the parties agree hereto that this agreement and the provisions hereof are inadmissible in any further proceeding. <sup>the
part
of
the</sup>

7) The parties to this agreement mutually agree to use due diligence in performing their obligations under the terms of this agreement.

~~of this agreement.~~

8) This agreement shall be effective and binding upon the successors and assigns of the undersigned.

9) Rider 2

ATTESTED:

TOWNSHIP OF ROCKAWAY

Evelyn M Jenkins
CLERK

BY John Wojtuszek
MAYOR
MTV HOPE MINING COMPANY

BY [Signature]
Pres,
HALECREST COMPANY

[Signature]
Pres.

[Signature]

Rider 1

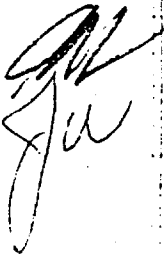
MT Hope Mining hereby Acknowledges and recognizes that a lease for a portion of the parcel identified herein as to be conveyed to the Township of Rockaway is currently in effect and valid and that no ^{present} notice of termination has been made with respect thereto. MT Hope Mining agrees that it shall not terminate the said lease until the time of conveyance of the property in question to the Township of Rockaway.

Rider 2

~~Construction~~ Building Permits issued with respect to the MT Hope Mining PRD-1

and PRD-2 property shall be staged as follows:

1. No Greater than 20% of the maximum allowable units by June of 1986.
2. No Greater than 40% of the maximum allowable units by June of 1987.
3. No Greater than 60% of the maximum allowable units by June of 1988.
4. No Greater than 80% of the maximum allowable units by June of 1989.
5. No Greater than 100% of the maximum allowable units by June of 1990.



RIDER 1

Mt. Hope Mining hereby acknowledges and recognizes that a lease for a portion of the parcel identified herein as to be conveyed to the Township of Rockaway is currently in effect and valid and that no present notice of termination has been made with respect thereto. Mt. Hope Mining agrees that it shall not terminate the said lease until the time of conveyance of the property in question to the Township of Rockaway.

RIDER 2

Building permits issued with respect to the Mt. Hope Mining PRD-1 and PRD-2 property shall be staged as follows:

1) No greater than 20% of the maximum allowable units by June of 1986.

2) No greater than 40% of the maximum allowable units by June of 1987.

3) No greater than 60% of the maximum allowable units by June of 1988.

4) No greater than 80% of the maximum allowable units by June of 1989.

5) No greater than 100% of the maximum allowable units by June of 1990.

53 - 15110
JAN 16 MORRIS
DEPARTMENT OF TREASURY
COURT CLERK

SUPPLEMENTAL AGREEMENT BETWEEN MORRIS COUNTY FAIR HOUSING COUNCIL,
MORRIS COUNTY BRANCH OF THE NAACP, THE PUBLIC ADVOCATE OF NEW
JERSEY, AND ROCKAWAY TOWNSHIP

In consideration for their mutual promises and covenants and in implementation of their mutual desire to resolve the differences between them without further litigation, the Morris Fair Housing Council, Morris County Branch of the NAACP, and the Public Advocate of New Jersey, and Rockaway Township enter into the following supplemental agreement:

1. The prior agreement between the parties is amended by adding the following additional paragraph:

15. The terms of the agreement annexed as Exhibit B between Rockaway Township and Mt. Hope Mining Company and Halecrest Company are incorporated into this agreement by reference and shall be binding upon the parties hereto and enforceable by any of them.

2 Paragraph 14 of the prior agreement between the parties is amended by to read as follows:

14. This agreement shall be binding upon the parties, subject only to the granting by the Court of a judgment of compliance. In the event, however, that all or any portion of the lands in the PRD-1, PRD-2, or OR-3 zones is condemned and taken by, or otherwise transferred to, any public entity, other than Rockaway Township or an agency or subunit of Rockaway Township, for purposes of establishing a landfill or other solid waste disposal facility, the plaintiffs and Rockaway Township shall each have the right to terminate this agreement. This right may be exercised only if the total area taken or transferred in these zones exceeds 10 acres and upon the exhaustion of all appeals from the condemnation and taking or other transfer (other than applications or petitions for reconsideration or rehearing, petitions to the United States Supreme Court for certiorari, and ^{proceedings} ~~appeals~~ relating solely to valuation) or the time for taking such appeals having expired. This right may be exercised only by serving written notice on all parties to this agreement within 10 days of the date upon which the right to terminate this agreement arises. Such termination shall be effective 30 days after service of notice. The effect of exercising this right shall be 1) to render null and void all provisions of this agreement between the parties, except paragraphs 6, 7, 9, 12, and 14 insofar as they concern zones not subject to such taking or transfer or insofar as they affect units for which preliminary site plan or subdivision approvals

site plan a subdivision applications

have been granted, 2) ~~to permit Rockaway Township to repeal any provisions of Exhibit A concerning the zone or zones subject to the taking or transfer except Section 6 as it applies to units for which preliminary site plan or subdivision approvals have been granted,~~ and 3) to render null and void any judgment entered in this matter.

3. The parties agree that paragraph 7 of their prior agreement and paragraphs X(2) and X(5) of the ordinance set forth in Exhibit A to that agreement shall be amended to conform with the terms imposed by the Court as conditions to approval of the settlement agreement between plaintiffs and Hanover Township.

4. Paragraph 10 is amended to add at the beginning

JOSEPH H. RODRIGUEZ
Public Advocate of New Jersey
Attorney for Plaintiffs
By: _____
Stephen Eisdorfer
Assistant Deputy Public Advocate

WILEY, MALEHORN AND SIROTA
Attorneys for Rockaway Township
By: _____
Fredric J. Sirota

The following language, "Other than as dealt with in paragraph 4,"

Attachment D

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 54,
LAND USE ORDINANCE OF THE TOWNSHIP OF ROCKAWAY CODE

BE IT ORDAINED, by the Township Council of the
Township of Rockaway as follows:

Section 1. Section 54-110C.(6) of said Chapter 54 shall
changed to read:

(6) Maximum Gross Density. The maximum
gross density for any project shall be 2
dwelling units per acre.

Section 2. Section 54-111C.(6) of said Chapter 54 shall
be changed to read:

(6) Maximum Gross Density. The maximum
gross density for any project shall be 3.3
dwelling units per acre.

Section 3. Section 54-123A.(3) of said Chapter 54 shall
be changed to read:

(3) AFFORDABLE means that a household at the
ceiling income for each income group, for
each household size, is not required to pay
more than twenty-five percent (25%) of its
gross household income for the total of
principle, interest, property taxes, in-
surance and homeowner's association assess-
ments, calculated on the basis of a ten per-
cent (10%) downpayment, and realistically
available mortgage interest rates. In the
case of rental housing, such a household is
not required to pay more than twenty-five
percent (25%) of income for rent including
utilities.

Section 4. Section 54-123F. of said Chapter 54 shall be
changed to read:

F. A developer shall submit a phasing schedule
for the construction of the low and moderate
income units. The developer may construct the
first twenty percent (20%) of the development
without constructing any low or moderate in-
come units. By the time forty percent (40%)

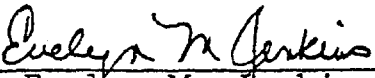
of the units in the development are constructed, at least twenty percent (20%) of the low and moderate income units shall be constructed and sold to lower income purchasers. By the time sixty percent (60%) of the units in the development are constructed, at least forty-five percent (45%) of the low and moderate income units shall be constructed and sold to lower income persons. By the time eighty percent (80%) of the units in the development are constructed, at least seventy percent (70%) of the low and moderate income units shall be constructed and sold to lower income persons. No certificate of occupancy shall be issued for units other than units affordable to low or moderate income households until all low and moderate income units in the previous phase have been completed.

Section 5. A new subsection L. shall be added to Section 54-123 of said Chapter 54 and shall read as follows:

L. Notwithstanding any other provision of this Ordinance, any developer who submits a substantially complete application for development for any project in the PRD-1, PRD-2 or OR-3 Zone as required in Section 54-45 of this Ordinance and shall diligently pursue said application shall accrue a vested right to develop that property which is the subject of the said application, pursuant to the development standards of the Rockaway Township Land Use Ordinance in effect at the time of the filing of said substantially complete application.

Section 6. This Ordinance shall take effect as provided by law.

I HEREBY CERTIFY this Ordinance is a true copy of an Ordinance the Township Council of the Township of Rockaway introduced at a duly convened Meeting held on February 5, 1985. and adopted March 7, 1985.



Evelyn M. Jenkins
Township Clerk

O R D I N A N C E

BE IT ORDAINED by the Township Council of the Township of Rockaway in the County of Morris as follows:

Section 1. Subsection C of Section 123 entitled "Low and moderate income housing requirements" of Chapter 54 entitled "Land Use and Development" of the Township Code of the Township of Rockaway is hereby amended to read as follows:

At least twenty percent (20%) of the low and twenty percent (20%) of the moderate income units shall be three bedroom units and no more than fifty percent (50%) of the low and fifty percent (50%) of the moderate income units shall be one bedroom or efficiency units.

Section 2. Subsection F of Section 123 entitled "Low and moderate income housing requirements" of Chapter 54 entitled "Land Use and Development" of the Township Code of the Township of Rockaway is hereby amended as follows:

The developer shall submit a phasing schedule for the construction of low and moderate income units. The phasing schedule shall provide that the number of low income units constructed in each phase shall be approximately equal to the number of moderate income units constructed in that phase. The developer may construct the first twenty percent (20%) of the market rate units in the development before constructing any low or moderate income units. By the time forty percent (40%) of the market rate units have been constructed at least twenty percent (20%) of the lower income units must be constructed and sold or rented to lower income households. No certificates of occupancy may be issued for market rate units in excess of twenty percent (20%) of all market rate units in the development until such sales or rentals have taken place.

By the time sixty percent (60%) of the market rate units have been constructed at least forty percent (40%) of the lower income units must be constructed and sold or rented to lower income households. No certificates of occupancy may be issued for market rate units in excess of forty percent (40%) of all market rate units in the development until such sales or rentals have taken place.

By the time eighty percent (80%) of the market rate units have been constructed, at least seventy percent (70%) of the lower income units must be constructed and sold or rented to lower income households. No certificates of occupancy shall be issued for market rate units in excess of sixty percent (60%) of all market rate units in the development until such sales or rentals have taken place.


By the time one hundred percent (100%) of the market rate units have been constructed, one hundred percent (100%) of the lower income units must be constructed and sold or rented to lower income households. No certificates of occupancy shall be issued for market rate units in excess of eighty percent (80%) of all market rate units in the development until such sales or rentals have taken place.

Section 3. Section 123 entitled "Low and moderate income housing requirements" of Chapter 54 entitled "Land Use and Development" of the Township Code of the Township of Rockaway is hereby amended to include the following:

- L. The Township shall, on an annual basis, furnish the plaintiffs and the Court with a statement describing what lower income housing development has occurred and the status of each site rezoned under this agreement.

Section 4. This ordinance shall take effect as provided by law.

I HEREBY CERTIFY the above to be a true copy of an Ordinance introduced by the Township Council of the Township of Rockaway at a duly convened meeting held on August 6 , 1985, and adopted on September 3, 1985 .



Evelyn M. Jenkins
TOWNSHIP CLERK