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Lincoln Park

August 89

The agreement between  
 Borough of Lincoln Park + Morris  
 County Branch of Nat. Association  
 for the Advancement of colored  
 people + The Morris County Fair  
 Housing Council + Rodriguez, Public  
 Advocate of the State of N.J.

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THIS AGREEMENT, made this 17<sup>th</sup> day of August, 1984, by and between:

THE BOROUGH OF LINCOLN PARK,  
A Municipal Corporation of the State of New Jersey,

-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  
docekt number L-6001-78 P.W., against the Borough 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 Borough 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 litiga-  
tion upon the terms and conditions contained herein so as to fully meet  
the fair share obligation of the Borough.

2. In accordance with the law, the Borough agrees to amend the  
zoning ordinance of the Borough to establish affordable townhouse, garden  
apartment and adult community housing zones as set forth in Exhibit "A"

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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 212 units represents the Borough fair share through the year 1990.

4. On or before March 1, 1990 the Borough 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 is constructed in the Borough on or before March 1, 1990, the Borough shall receive credit for each unit towards satisfaction of its fair share obligation.

6. In addition to the provisions in Exhibit A, the municipality 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 facilitate a developer in obtaining public subsidies for the construction of housing affordable to low and moderate income households;
- b) Use its best efforts to expedite disposition of complete applications and municipal approvals by a developer in the affordable housing zones;
- c) cooperation with a developer in the affordable housing

- 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 for the low and moderate income units in the affordable housing developments:
  - (1) Subdivision and site plan application fees on a pro-rata basis based on the percentage of low and moderate income housing the development.
  - (2) Building permit fees, except state fees.
  - (3) Certificate of occupancy fees.
  - (4) Engineering fees in excess of 2½% of improvement costs, on a pro-rata basis based on the percentage of low and moderate income housing in the development.

7. The Borough shall provide written notice to plaintiffs of any applications for 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. This settlement is conditioned upon entry of a final judgment of compliance by the courts pursuant to Southern Burlington County N.A.A.C.P. v. Mt. Laurel Tp., 92 N.J. 158 at 291. Plaintiffs agree to support defendants application for a final judgment of compliance.

10. Upon the construction and occupancy of sufficient units

affordable to low and moderate income households under the ordinance set forth as Appendix A to satisfy the municipality's fair share under paragraphs 3, 5 and 6 of this agreement and upon written notice to plaintiff, the municipality may repeal or amend the ordinance set forth in Appendix A.

11. In the event that more than 50% of the land by area in any of the zones 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, the municipality upon written notice to and with the 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 municipality's fair share.

12. With the written consent of plaintiffs, the municipality may substitute any area of equivalent size and suitability for any of the areas rezoned pursuant to paragraph 2.

13. The municipality shall receive credit against its housing obligation for up to 34 units of housing currently occupied by low or moderate income households that have been rehabilitated with public funds since April 1, 1980, upon presentation of documentation acceptable to plaintiffs.

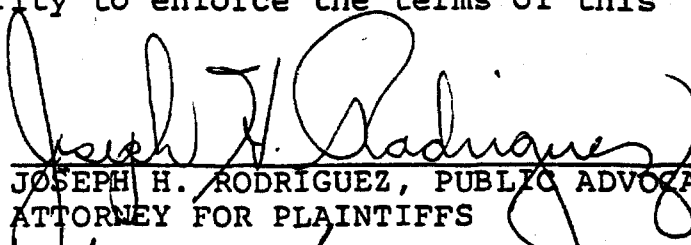
14. The municipality shall not zone, rezone, grant variances, or grant any preliminary or final site plan approval for town-

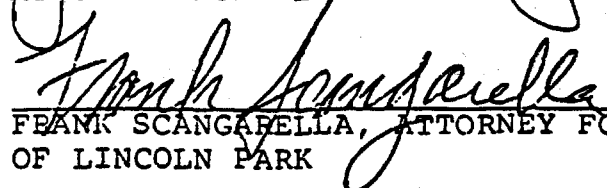
houses or garden apartments, at gross densities higher than 4 units/acre unless:

- a) 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
- b) the municipality has met its fair share obligation.

15. The parties agree that nothing in this agreement shall constitute any admission on the part of the Borough of Lincoln Park or determination by the parties as to the region within which the Borough of Lincoln Park is situate, for purposes of fair share low/moderate income housing allocation.

16. 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 10 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.

  
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JOSEPH H. RODRIGUEZ, PUBLIC ADVOCATE  
ATTORNEY FOR PLAINTIFFS

  
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FRANK SCANGARELLA, ATTORNEY FOR BOROUGH  
OF LINCOLN PARK