

# **Housing Element and Fair Share Plan**

## **Fourth Round**

**Adopted May 27, 2025**

**Planning Board  
Pittsgrove Township  
Salem County, New Jersey**

**Clarke Caton Hintz**

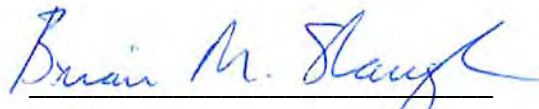


## Housing Element and Fair Share Plan Fourth Round

Planning Board  
Pittsgrove Township  
Salem County, New Jersey

Prepared May 16, 2025.  
Adopted May 27, 2025.

*Prepared By:*

  
\_\_\_\_\_  
Brian M. Slauch, PP, AICP

New Jersey Professional Planner License No. 3743

and

  
\_\_\_\_\_  
Tristan Harrison, PP, AICP

New Jersey Professional Planner License No. 6528

**CLARKE CATON HINTZ, PC**  
100 Barrack Street  
Trenton, New Jersey 08608  
(609) 883-8383

A signed and sealed original is on file with the Township Clerk

## **Township Committee**

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Francesca I. Spinelli, Deputy Mayor  
William A. Schmidt, Committeeman  
Eric Harz, Committeeman  
Kevin Yeagle, Committeeman

Charlet Cheeseman, RMC, Township Clerk  
Albert K. Marmero, Esq., Township Solicitor  
Charles Hughes, Township Administrator  
Laura Nelson, Esq., Special Counsel

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Stephen Nardelli, PE, PP, CME, Township Engineer  
Randall Scheule, PP, AICP, Township Planner

# Table of Contents

<b>Executive Summary .....</b>	<b>1</b>
<b>New Jersey Affordable Housing Judicial and Legislative Background .....</b>	<b>2</b>
COAH's First and Second Rounds (1987-1999) .....	3
COAH's Third Round and Related Judicial and Legislative Activity, (1999-2025) .....	3
Third Round Judicial Activity.....	4
Third Round Legislative Activity .....	5
The Fourth Round (2025-2035) .....	6
<b>Pittsgrove's Affordable Housing History.....</b>	<b>7</b>
<b>Affordability Requirements .....</b>	<b>9</b>
<b>Housing Element and Fair Share Plan Requirements .....</b>	<b>10</b>
<b>Housing Conditions .....</b>	<b>14</b>
<b>Population Characteristics .....</b>	<b>20</b>
<b>Household Characteristics.....</b>	<b>21</b>
<b>Income Characteristics.....</b>	<b>23</b>
<b>Employment Characteristics .....</b>	<b>24</b>
<b>Population and Employment Projections.....</b>	<b>27</b>
<b>Housing Unit Projections .....</b>	<b>28</b>
<b>Consideration of Land for Affordable Housing .....</b>	<b>29</b>
Sewer Capacity.....	29
Water Capacity.....	29
Sites with Expired Approvals.....	30
<b>Pittsgrove's Affordable Housing Obligations .....</b>	<b>31</b>
<b>Satisfaction of Prior Round Prospective Need .....</b>	<b>32</b>
<b>Satisfaction of the Third Round Prospective Need .....</b>	<b>34</b>
<b>Addressing Fourth Round Prospective Need.....</b>	<b>41</b>
<b>Addressing Fourth Round Present Need .....</b>	<b>42</b>
<b>Income and Bedroom Distribution .....</b>	<b>43</b>
<b>Very Low-Income Units .....</b>	<b>43</b>
<b>Development Fee Ordinance .....</b>	<b>44</b>

**Monitoring/Status Report.....45**

**Administration & Affirmative Marketing.....45**

**Spending Plan..... 47**

**Cost Generation..... 48**

**Multigenerational Family Housing Continuity..... 48**

**State Development and Redevelopment Plan..... 48**

**Conclusion ..... 49**

**Appendix**

Appendix A – Third Round Judgment of Compliance and Repose, Consent Order

Appendix B – Fourth Round Declaratory Judgment Filing, Binding Resolution

Appendix C – AWS Foundation Group Home Documentation

Appendix D – Bancroft Group Home Documentation

Appendix E – 672-674 Gershal Avenue Documentation

Appendix F – 46 Maple Road Documentation

Appendix G – Accessory Apartment Ordinance, Draft Amendment

Appendix H – Development Fee Ordinance

Appendix I – Affordable Housing Ordinance

Appendix J – Administrative Documents

Appendix K – Fourth Round Spending Plan

Appendix L – Planning Board Resolution Adopting the Fourth Round Housing  
Element and Fair Share Plan

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**EXECUTIVE SUMMARY**

This Fourth Round Housing Element and Fair Share Plan (“HEFSP”) has been prepared for the Township of Pittsgrove, Salem County, in accordance with the New Jersey Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-310 as amended by P.L. 2024 c.2, Administrative Directive #14-24, and the rules of the New Jersey Council on Affordable Housing (“COAH”) contained at N.J.A.C. 5:93 et seq. This plan is an update to the Township’s Third Round HEFSP adopted by the Planning Board on November 3, 2015, endorsed by the Township Committee on November 9, 2015, and approved by the Court by Order granting a Judgment of Compliance and Repose on March 11, 2016. This cumulative Fourth Round HEFSP will serve as the foundation for the Township’s submission to the Superior Court of New Jersey and the Affordable Housing Dispute Resolution Program (“Program”).

A municipality’s affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation Share), Prior Round Prospective Need, Third Round “Gap”/Prospective Need, and Fourth Round Prospective Need.

*Prior Round/Third Round*

On September 14, 2015, the Township entered into a Consent Order with the Fair Share Housing Center (“FSHC”) and the New Jersey Builder’s Association (“NJBA”), which was approved by the Hon. Anne McDonnell, P.J. The Consent Order established Pittsgrove’s Third Round affordable housing obligation as follows:

- Prior Round Prospective Need: 58 units
- Third Round “Gap”/Prospective Need: 14 units

The Township satisfied the Prior Round Prospective Need through credits without controls and two (2) existing special needs group homes. The Township satisfied its Third Round Prospective Need with one (1) existing special needs group home bedroom that was not credited toward the Prior Round Prospective Need, two (2) existing municipally-sponsored affordable family for-sale units, two (2) additional existing special needs group homes, one (1) proposed municipally-sponsored affordable family for-sale unit, and two (2) accessory apartments to be created through the Township’s Accessory Apartment Program. This differs somewhat from the housing plan as approved by the Court in 2015, as will be explained in a later section.

*Fourth Round*

On January 22, 2025, the Township Committee adopted Resolution #35-2025 accepting the determination of the Township’s Fourth Round Present

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

Need/Rehabilitation Obligation and Prospective Need by the New Jersey Department of Community Affairs (“DCA”) as follows:

- Fourth Round Prospective Need: 12 units
- Fourth Round Present Need (Rehabilitation Share): 25 units

As part of this HEFSP, Pittsgrove Township plans to seek approval of a durational adjustment to address the entirety of its Fourth Round Prospective Need due to the lack of existing and planned sewer and water infrastructure in the Township. Any affordable units created during the Fourth Round may be applied to satisfy any outstanding Third Round obligations or Fourth Round Prospective Need.

To address the Township’s Fourth Round Present Need, the Township will continue to participate in a rehabilitation program administered by Community Grants, Planning & Housing (“CGP&H”) and funded by the Small Cities Community Development Block Grant (“CDBG”) program.

**NEW JERSEY AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND**

In 1975, in a case commonly referred to as Mount Laurel I<sup>1</sup>, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for their fair share of the regional need for low and moderate income housing. In 1983, in a case commonly referred to as Mount Laurel II,<sup>2</sup> the New Jersey Supreme Court eliminated the “developing municipality” standard and replaced it by imposing municipalities with “growth area” to create realistic opportunity for their fair share of affordable housing. “Growth area” is a designation in the State Development Guide Plan (SDGP), which has been superseded by the State Development and Redevelopment Plan (SDRP). Mount Laurel II also introduced a “builder’s remedy” if a municipality was not providing of its fair share of affordable housing. A builder’s remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multi-family project on land not zoned to permit such use, so long as a “substantial” percentage of the proposed units would be reserved for low- and moderate-income households. Mount Laurel II also created the “Judgment of Repose”, which is an order of the Court declaring that the municipality is constitutionally compliant. A Judgment of Repose insulates a municipality from attack by any developer or non-profit that might claim the municipality is exclusionary.

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<sup>1</sup> - Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975)

<sup>2</sup> - Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

In 1985, in response to the flood of builder's remedies precipitated by Mount Laurel II and a trial court decision establishing a methodology by which any developer could easily determine the fair share of any municipality, the New Jersey Legislature enacted the Fair Housing Act ("FHA").<sup>3</sup> The FHA created the Council on Affordable Housing ("COAH") as an administrative body responsible for oversight of municipalities' affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.

### **COAH's First and Second Rounds (1987-1999)**

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993,<sup>4</sup> which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as "present need" or "rehabilitation share"), and calculated future demand, to be satisfied typically, but not exclusively, with new construction ("prospective need" or "fair share").

The First Round methodology was superseded in 1994 by COAH's Second Round regulations.<sup>5</sup> The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality's cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a municipality's obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

### **COAH's Third Round and Related Judicial and Legislative Activity, (1999-2025)**

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds. In 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law ("MLUL"). In order to utilize 2000 census data, which hadn't yet been released, COAH delayed the start of the Third

<sup>3</sup> - N.J.S.A. 52:27D-301 et seq.

<sup>4</sup> - N.J.A.C. 5:92-1 et seq.

<sup>5</sup> - N.J.A.C. 5:93-1.1 et seq.



**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH's first version of the Third Round rules<sup>6</sup> became effective, and the 15-year Third Round *time period* (1999 – 2014) was condensed into an affordable housing *delivery period* from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a "growth share" approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision<sup>7</sup> invalidated key elements of the first version of the Third Round rules, including the growth share approach, and the Court ordered COAH to propose and adopt amendments to its rules. COAH issued revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008), which largely retained the growth share approach.

Just as various parties had challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges.<sup>8</sup> The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality. However, the Court invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

### **Third Round Judicial Activity**

After various challenges were filed, on September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision<sup>9</sup> and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on Fair Share Housing Center's ("FSHC's") Motion in Aid of Litigant's Rights, which became

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<sup>6</sup> - N.J.A.C. 5:94-1 and 5:95-1

<sup>7</sup> - In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1 (2007)

<sup>8</sup> - In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (2010)

<sup>9</sup> - In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013)

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

known as Mount Laurel IV.<sup>10</sup> In this decision, the Court declared COAH “moribund” and then transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges. In the wake of Mount Laurel IV, municipalities could apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. When a Court determined an affordable housing plan to satisfy a municipality’s affordable housing obligations, it entered a Judgment of Compliance and Repose, the court equivalent of COAH’s substantive certification.

While the New Jersey Supreme Court’s decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations. Instead, that was to be done by the trial courts. One judge issued an opinion that established a fair share methodology for certain towns in Mercer County. In re Mun. of Princeton, 480 N.J. Super. 70 (Law Div. 2018). However, most towns ultimately entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH’s Second Round rules (N.J.A.C. 5:93) and those components of COAH’s 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the New Jersey Supreme Court rendered a decision<sup>11</sup> that found that the period between 1999 and 2015, now known as the “gap period,” when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the municipal affordable housing obligation would now comprise four components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

### **Third Round Legislative Activity**

During the Third Round, the New Jersey Legislature amended the FHA in several ways. On July 17, 2008, P.L. 2008, c. 46, (referred to as the “Roberts Bill” or “A500”) was enacted, amending the FHA in these key directions:

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<sup>10</sup> - In re Adoption of N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015)

<sup>11</sup> - In Re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (2017)

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements (“RCAs”) as a compliance technique available to municipalities; previously a municipality could fund the transfer up to 50% of its fair share to so called “receiving” municipalities;
- It added a requirement that 13% of all affordable housing units be restricted to very low-income households, which it defined as households earning 30% or less of median income; and
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court has granted a Judgement of Compliance and Repose (“JOR”).<sup>12</sup>

In July 2020, the State amended the FHA again to require, beginning in November 2020, that all affordable units that are subject to affirmative marketing requirements also be listed on the state’s Affordable Housing Resource Center website.<sup>13</sup> All affordable housing affirmative marketing plans are now required to include listing on the State Affordable Housing Resource Center website.

**The Fourth Round (2025-2035)**

The amendments to the FHA passed on March 20, 2024 (P.L. 2024 c.2) set forth the requirements in the law under which municipalities must address their affordable housing obligations in the Fourth Round and all subsequent rounds. The FHA Amendment in many ways represents a significant change from the means by which housing plans were previously devised. Highlights of the changes are as follows:

- Formally abolishes COAH;
- As noted in the introduction, required DCA to promulgate municipal obligations using the methodology set forth in the Act. These obligations are advisory, not binding;
- Established a timeline within which municipalities need to adopt and submit binding resolutions stipulating to their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;

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<sup>12</sup> - In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances, 442 N.J. Super. 565 (2015)

<sup>13</sup>- <https://www.nj.gov/njhrc/>

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

- Required the New Jersey Housing and Mortgage Finance Agency (“HMFA”) and DCA to update rules and standards governing affordable housing production, trust funds, and affordable housing administration;
- Established a Court-based Affordable Housing Dispute Resolution Program (“Program”) that will be responsible for challenges to municipalities’ affordable housing obligation determinations and compliance efforts;
- Established a longer control period – 40 years, rather than 30 years – for new affordable rental units;
- Changed the criteria for affordable housing bonuses, making various additional categories of affordable housing eligible for bonuses;
- Established a timeline within which municipalities need to take various steps toward adoption of a Housing Element and Fair Share Plan, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Established new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

In addition, with the establishment of this new body with the court system, on December 18, 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, which established procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment (“DJ”) filings. As detailed under section covering requirements of an HEFSP, the Administrative Directive also set requirements for what must be included in a compliant Fourth Round HEFSP, though it created some conflicts with the FHA as amended in 2024.

This plan has been prepared to meet the requirements of the FHA as most recently amended, as well as the 2024 Administrative Directive and all applicable regulations.

**PITTSGROVE’S AFFORDABLE HOUSING HISTORY**

Pittsgrove Township first addressed its affordable housing obligation with the adoption of a Housing Element of the Master Plan on May 2, 1988. Subsequently, the Township Committee passed a resolution on May 25, 1988 to petition COAH for substantive certification. The actual filing of the plan with COAH, however, was made on October 1, 1991. The Township’s petition for substantive certification was denied on March 9, 1993. In its report, COAH recommended that the Township request a durational adjustment for lack of public infrastructure.

In 1998, Edgewood Estates, Inc., a builder-plaintiff, sued the Pittsgrove Township Committee and Planning Board in an effort to gain authorization from the Court to

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

construct an inclusionary development at 4 units per acre on a site in the RR – Rural Residential (2-acre lot) zoning district. The parties settled the builder’s remedy lawsuit with a Settlement Agreement that did not provide for the construction of affordable housing on the Edgewater Estates Property.

Following the lawsuit, Pittsgrove Township prepared a Housing Element and Fair Share Plan in 2000 for the First and Second Rounds (hereinafter “the 2000 plan”). The 2000 plan received a Judgment of Repose from Superior Court on August 20, 2001. The 2000 plan satisfied a 58-unit new construction obligation through 49 credits without controls and nine (9) accessory apartment units. The credits without controls criteria are found at N.J.A.C. 5:93-3.2(b). The municipality undertook a survey of Pittsgrove’s mobile home parks utilizing a form approved by COAH and after a thorough analysis of several hundred responses determined that 49 residents at that time met the eligibility criteria. The 2000 plan also satisfied a 32-unit rehabilitation obligation.

On May 16, 2007, the Township filed a Third Round HEFSP with Superior Court as required by COAH’s transitional procedures in N.J.A.C. 5:95-15.3. On June 22, 2007, Judge James Rafferty entered an order granting the Township continued immunity from Mount Laurel lawsuits.

In response to Third Round regulations adopted by COAH in September 2008, the Township adopted an Amended Third Round HEFSP on December 29, 2008. The amended plan was endorsed by the Township Committee on the same day and was subsequently submitted to the Court for review and approval.

The Township prepared an updated spending plan in June 2012 that committed money in the Affordable Housing trust fund to the Gershal Avenue municipally-sponsored construction project. The spending plan was approved by the Superior Court on June 28, 2012, and by COAH on January 8, 2014.

In response to the March 10, 2015 Supreme Court decision, the Township filed for Declaratory Judgment and temporary immunity on June 12, 2015. In return, FSHC and the NJBA filed motions to intervene. Pittsgrove ultimately entered into a Consent Order with these parties on September 14, 2015 where the parties withdrew their motions to intervene because Pittsgrove had agreed to affordable housing obligations prepared by FSHC’s planner, used in the adopted HEFSP. This housing plan received a Judgment of Compliance and Repose on March 11, 2016 (see Appendix A).

On January 22, 2025, the Township adopted Resolution 35-2025 accepting the DCA’s calculated Fourth Round affordable housing obligations and subsequently filed a

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Fourth Round Declaratory Judgment Action (“DJ Action”) with the Program/Superior Court and received an Order on January 24, 2025 (Appendix B).

**AFFORDABILITY REQUIREMENTS**

Affordable housing is defined under the FHA as a dwelling, either for sale or rent that is within the financial means of households of low- or moderate-income as income is measured within each housing region. Pittsgrove is in Region 6, which includes the Counties of Atlantic, Cape May, Cumberland, and Salem. Moderate income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. In 2008, the State Legislature created an additional sub-category of low income – very-low income, which has been defined as households earning 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (“UHAC”) found at N.J.A.C. 5:80-26.1 et seq., the maximum rent for a qualified unit must be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable for households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable for households that earn no more than 70% of the median income. The average sale price must be affordable for a household that earns no more than 55% of the median income.

The regional median income is now defined in the amended FHA and continues to utilize HUD income limits on a regional basis. In the spring of each year HUD releases updated income limits which will be reallocated to the six regions. It is from these income limits that the rents and sale prices for affordable units are derived. See Table 1 for 2024 income limits for Region 6 and Tables 2 and 3 for illustrative sale prices and gross rents from 2024 (the latest figures available). The rents and sale prices are illustrative and are gross figures which do not account for the specified utility allowance for rentals.

**Table 1. 2024 Income Limits for Region 6**

Household Income Level	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Median	\$68,852	\$78,688	\$88,524	\$98,360	\$106,228
Moderate	\$55,081	\$62,950	\$70,819	\$78,688	\$84,983
Low	\$34,426	\$39,344	\$44,262	\$49,180	\$53,114
Very Low	\$20,655	\$23,606	\$26,557	\$29,508	\$31,868

Source: AHPNJ, 2024 Affordable Housing Regional Income Limits by Household Size

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 2. Illustrative 2024 Affordable Rents for Region 6**

Household Income Level (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	\$1,107	\$1,328	\$1,534
Low (50% of Median)	\$922	\$1,107	\$1,279
Very Low (30% of Median)	\$553	\$664	\$767

Source: AHPNJ Affordable Housing Regional Income Limits and Rental Calculator

**Table 3. Illustrative 2024 Affordable Sales Prices for Region 6**

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$88,233	\$113,105	\$136,318
Low (50% of Median)	\$52,703	\$70,468	\$87,049
Very Low (30% of Median)	\$17,173	\$27,832	\$37,780

Source: AHPNJ Affordable Housing Regional Income Limits and Sales Calculator

## **HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS**

In accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), a municipal master plan must include a housing plan element as the foundation for the municipal zoning ordinance (see N.J.S.A. 40:55D-28b(3)). Pursuant to the FHA (N.J.S.A. 52:27D-301 et seq.), a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. Specifically, N.J.S.A. 52:27D-310 requires that the housing element contain at least the following (*emphasis added*):

- a. *An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;*
- b. *A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits*



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

- issued, approvals of applications for development, and probable residential development of lands;
- c. *An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;*
  - d. *An analysis of the existing and probable future employment characteristics of the municipality;*
  - e. *A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low- and moderate-income housing, as established pursuant to section 3 of P.L. 2024, c.2 (C.52:27D-304.1);*
  - f. *A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;*
  - g. *An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20); and*
  - h. *For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and*
  - i. *An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal*



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

*transportation based on guidance and technical assistance from the State Planning Commission.*

In addition to FHA requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

1. *One of the requirements for a final HEFSP is the inclusion of detailed site suitability analyses, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.*
2. *The concept plan for the development of each of the selected sites should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.*
3. *The final HEFSP must fully document the creditworthiness of all of the existing affordable housing units in its HEFSP and to demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.*
4. *The HEFSP must include an analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement. Once the HEFSP has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the FHA and UHAC regulations. The*

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

*HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.*

The HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the HEFSP, including:

1. *All zoning amendments (or redevelopment plans, if applicable).*
2. *An Affordable Housing Ordinance that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls).*
3. *The adoption of the mandatory set aside ordinance, if any, and the repeal of the existing growth share provisions of the code.*
4. *An executed and updated Development Fee Ordinance that reflects the court's jurisdiction.*
5. *An Affirmative Marketing Plan adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.*
6. *An updated and adopted Spending Plan indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance.*
7. *A resolution of intent to fund any shortfall in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.*
8. *Copies of the resolution(s) and/or contract(s) appointing one or more Administrative Agent(s) and of the adopted ordinance creating the position of, and resolution appointing, the Municipal Affordable Housing Liaison.*

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

9. *A resolution from the Planning Board adopting the HEFSP, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a resolution of the governing body endorsing the HEFSP.*

**HOUSING CONDITIONS**

A summary of housing stock estimates by occupancy and number of units in Pittsgrove Township is shown in Table 4. The Township's housing stock consists of an estimated 3,309 housing units, of which 84.3% are owner-occupied and 13.8% are renter-occupied. The remaining 1.9% of units are vacant. Housing types are primarily single-family detached units (88.8%) and mobile homes (10.5%).

**Table 4. Housing Units by Number of Units in Structure and Tenure, 2023**

Number of Units in Structure	Owner-Occupied		Renter-Occupied		Vacant		Total	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
1, Detached	2,439	73.7%	439	13.3%	62	1.9%	2,940	88.8%
1, Attached	10	0.3%	0	0.0%	0	0.0%	10	0.3%
2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
3 or 4	0	0.0%	10	0.3%	0	0.0%	10	0.3%
5 to 9	0	0.0%	0	0.0%	0	0.0%	0	0.0%
10 to 19	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20 or more	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Mobile Home	340	10.3%	9	0.3%	0	0.0%	349	10.5%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%
<b>Total</b>	<b>2,789</b>	<b>84.3%</b>	<b>458</b>	<b>13.8%</b>	<b>62</b>	<b>1.9%</b>	<b>3,309</b>	<b>100.0%</b>

Source: Table B25032 and Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

The estimated age of the housing stock in Pittsgrove is shown in Table 5. The estimated median year of construction of all housing units in Pittsgrove is 1976, which is younger than that of the County (1965) and the State (1969). The median year built is earlier for renter-occupied units (1964) than owner-occupied units (1979).

**Table 5. Housing Units by Year Built and Tenure, 2023**

Year Built	Owner-Occupied		Renter-Occupied		Vacant		Total	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
2020 or later	0	0.0%	0	0.0%	0	0.0%	0	0.00%
2010 to 2019	21	0.6%	0	0.0%	0	0.0%	21	0.60%
2000 to 2009	335	10.1%	0	0.0%	15	0.5%	350	10.60%
1990 to 1999	378	11.4%	36	1.1%	0	0.0%	414	12.50%
1980 to 1989	587	17.7%	0	0.0%	0	0.0%	587	17.70%
1970 to 1979	656	19.8%	67	2.0%	0	0.0%	723	21.80%
1960 to 1969	318	9.6%	201	6.1%	8	0.2%	527	15.90%
1950 to 1959	208	6.3%	46	1.4%	0	0.0%	254	7.70%
1940 to 1949	98	3.0%	7	0.2%	29	0.9%	134	4.00%
1939 or earlier	188	5.7%	101	3.1%	10	0.3%	299	9.00%
<b>Total</b>	<b>2,789</b>	<b>84.3%</b>	<b>458</b>	<b>13.8%</b>	<b>62</b>	<b>1.9%</b>	<b>3,309</b>	<b>100%</b>
<b>Median Year Built</b>	<b>1979</b>		<b>1964</b>		<b>(X)</b>		<b>1976</b>	

Sources: Table B25036, Table B25037, and Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

The number of rooms per housing unit in Pittsgrove is shown in Table 6. Approximately 95% of housing units contain five or more rooms and nearly 20% of units contain nine or more rooms. The median number of rooms per unit in the Township (6.4 rooms) is higher than the County (6.1 rooms) and State (5.7 rooms), suggesting that homes in Pittsgrove are generally larger than average.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 6. Number of Rooms per Housing Unit, 2023**

Rooms per Unit	Units	Percent
1 Room	0	0.0%
2 Rooms	0	0.0%
3 Rooms	4	0.1%
4 Rooms	176	5.3%
5 Rooms	756	22.8%
6 Rooms	831	25.1%
7 Rooms	534	16.1%
8 Rooms	363	11.0%
9+ Rooms	645	19.5%
<b>Total</b>	<b>3,309</b>	<b>100.0%</b>
<b>Median</b>	<b>6.4 rooms</b>	

Source: Table DPo4 U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

As shown in Table 7, more than half of all housing units in Pittsgrove contain three (3) bedrooms. In comparison to the County and State, the Township has a higher percentage of three- and four-bedroom units and a lower percentage of studios, one-, two-, and five-bedroom units.

**Table 7. Number of Bedrooms per Housing Unit, 2023**

Bedrooms per Unit	Units	Percent
Efficiency (Studio)	0	0.0%
1 Bedroom	64	1.9%
2 Bedrooms	611	18.5%
3 Bedrooms	1,769	53.5%
4 Bedrooms	750	22.7%
5+ Bedrooms	115	3.5%
<b>Total</b>	<b>3,309</b>	<b>100.0%</b>

Source: Table DPo4, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Table 8 shows the estimated value of owner-occupied units in Pittsgrove in 2013 and 2023. Without adjusting for inflation, the estimated median home value in the Township grew by 18.5%% from \$227,400 to \$269,400 between 2013 and 2023. This increase is much steeper than the increase of 5.6% in New Jersey and slightly higher than the increase of 14.7% in Salem County.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Based on AHPNJ's 2024 Illustrative Sales Prices (See Table 3), up to 18.2% (508 units) of for-sale housing units within the Township would be considered affordable to low- and moderate-income households in 2023.

**Table 8. Value of Owner-Occupied Housing Units, 2013 and 2023**

Housing Unit Value	2013		2023	
	Units	Percent	Units	Percent
Less than \$50,000	358	11.7%	244	8.7%
\$50,000 to \$99,999	167	5.5%	158	5.7%
\$100,000 to \$149,999	207	6.8%	106	3.8%
\$150,000 to \$199,999	508	16.6%	193	6.9%
\$200,000 to \$299,999	894	29.2%	1,006	36.1%
\$300,000 to \$499,999	729	23.8%	837	30.0%
\$500,000 to \$999,999	187	6.1%	225	8.1%
\$1,000,000 or more	14	0.5%	20	0.7%
<b>Total</b>	<b>3,064</b>	<b>100.0%</b>	<b>2,789</b>	<b>100.0%</b>
<b>Median Value</b>	<b>\$227,400</b>		<b>\$269,400</b>	

Sources: Table Dp04, U.S. Census Bureau, 2009-2013 American Community Survey Five-Year Estimates; Table Dp04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates.

Table 9 shows gross rent estimates in Pittsgrove Township and Salem County for 2023. The median rent in Pittsgrove (\$1,031) was slightly less than the median rent of Salem County (\$1,185). Approximately 218 units, or 47.6% of renter-occupied units in the Township have rents between \$500 and \$999. Based on NJDCA Illustrative Affordable Rents for 2024 (see Table 2), these units may be affordable for very-low-income renters depending on actual rents and the number of bedrooms present.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 9. Gross Rent by Housing Unit, 2023**

Gross Rent	Pittsgrove Township		Salem County	
	Units	Percent	Units	Percent
Less than \$500	0	0.0%	790	11.6%
\$500 to \$999	218	47.6%	1,507	22.2%
\$1,000 to \$1,499	99	21.6%	2,817	41.5%
\$1,500 to \$1,999	21	4.6%	1,042	15.4%
\$2,000 to \$2,499	120	26.2%	398	5.9%
\$2,500 to \$2,999	0	0.0%	36	0.5%
\$3,000 or more	0	0.0%	196	2.9%
No rent paid	0	0.0%	357	None
<b>Total</b>	<b>458</b>	<b>100.0%</b>	<b>6,786</b>	<b>100.0%</b>
<b>Median Rent</b>	<b>\$1,031</b>		<b>\$1,185</b>	

Source: Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential housing costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. As shown in Table 10, nearly one third of all households in Pittsgrove Township spend more than 30% of their income on housing costs, including 20.1% of owner-occupied units and 12.5% of renter occupied units.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 10. Housing Affordability by Tenure, 2023**

Monthly Housing Costs as Percent of Income	Owner-Occupied		Renter-Occupied		All Occupied	
	Units	Percent	Units	Percent	Units	Percent
Less than 20 Percent	1,351	41.6%	17	0.5%	1,368	42.1%
20 to 29 Percent	786	24.2%	35	1.1%	821	25.3%
30 Percent or More	652	20.1%	406	12.5%	1,058	32.6%
<b>Total*</b>	<b>2,789</b>	<b>85.9%</b>	<b>458</b>	<b>14.1%</b>	<b>3,247</b>	<b>100.0%</b>
*Remainder of occupied units have zero or negative income or no cash rent.						

Source: Table DP04, U.S. Census Bureau 2019-2023, American Community Survey Five-Year Estimates

Estimates of units in Pittsgrove that possess one or more indicators of housing deficiency are shown in Table 11. The FHA defines a *deficient housing unit* as “housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities.” While these estimates are not synonymous with the Township’s rehabilitation obligation as one unit may meet more than one indicator of housing deficiency, an estimated 1,937 units, or 58.5% of the Township’s housing stock, will be more than 50 years old by 2029. In addition, 60 units (1.8%) may have incomplete plumbing facilities and 63 units (1.9%) may have incomplete kitchen facilities.

**Table 11: Indicators of Housing Deficiency, 2023**

Indicator	Units	Percent*
50+ Years Old**	1,937	58.5%
Incomplete Plumbing	60	1.8%
Incomplete Kitchen	63	1.9%
Crowded or Overcrowded and Built pre-1950	0	0.0%
* -Indicator criteria are not mutually exclusive. Units may meet more than one indicator of housing deficiency. ** Includes all units built prior to 1979.		

Sources: Table B25050, Table B25051, and Table B25034, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**POPULATION CHARACTERISTICS**

Table 12 shows a comparison of population changes by census year in Pittsgrove Township and Salem County. Similar to most of the country, Pittsgrove experienced rapid population growth in the decades following World War II. However, while the population of Salem County stabilized around 1970, the Township's population continued to grow through 2010 before decreasing slightly by 2020. As of 2023, the Pittsgrove population was estimated at 8,803 people.

**Table 12. Population Change, 1950 to 2023**

Year	Pittsgrove Township		Salem County	
	Population	Percent Change	Population	Percent Change
1950	2,808	+ 30.2%	49,508	+ 17.1%
1960	3,785	+ 34.8%	58,711	+ 18.6%
1970	4,618	+ 22.0%	60,346	+ 2.8%
1980	6,954	+ 50.6%	64,676	+ 7.2%
1990	8,121	+ 16.8%	65,294	+ 1.0%
2000	8,893	+ 9.5%	64,285	- 1.5%
2010	9,393	+ 5.6%	66,083	+ 2.8%
2020	8,777	- 6.6%	64,837	- 1.9%
2023*	8,803	+ 0.3%	64,973	+ 0.2%
*Estimate provided by American Community Survey Five-Year Estimates				

Sources: U.S. Census Bureau, Decennial Census 1950-2020; Table S0101, U.S. Census Bureau, 2019-2023  
American Community Survey Five-Year Estimates

Table 13 shows Township population estimates for each age cohort in 2013 and 2023. During this period, the total population decreased by 5.8%. While most cohorts experienced a decrease due to population shift, the population of individuals between the ages of 20 to 24 and ages 60 to 84 increased. The estimated median age in Pittsgrove decreased from 42.5 years in 2013 to 42.2 years in 2023.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 13. Age of Population, 2013 and 2023**

Age in Years	2013		2023		Percent Change 2013-2023
	Population	Percent	Population	Percent	
Under 5	448	4.8%	457	5.2%	+ 2.0%
5 to 9	477	5.1%	431	4.9%	- 9.6%
10 to 14	615	6.6%	466	5.3%	- 24.2%
15 to 19	698	7.5%	463	5.3%	- 33.7%
20 to 24	482	5.2%	726	8.2%	+ 50.6%
25 to 34	1,042	11.2%	1,023	11.6%	- 1.8%
35 to 44	1,226	13.1%	1,015	11.5%	- 17.2%
45 to 54	1,407	15.1%	1,102	12.5%	- 21.7%
55 to 59	884	9.5%	606	6.9%	- 31.4%
60 to 64	755	8.1%	877	10.0%	+ 16.2%
65 to 74	775	8.3%	1,066	12.1%	+ 37.5%
75 to 84	332	3.6%	384	4.4%	+ 15.7%
85+	204	2.2%	187	2.1%	- 8.3%
<b>Total</b>	<b>9,345</b>	<b>100%</b>	<b>8,803</b>	<b>100%</b>	<b>- 5.8%</b>
<b>Median Age</b>	<b>42.5 years</b>		<b>42.2 years</b>		<b>None</b>

Sources: Table DP05, U.S. Census Bureau, 2009-2013 American Community Survey Five-Year Estimates;  
Table DP05, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

## HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. By comparison, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

Table 14 shows household size in Pittsgrove in 2013 and 2023. During this period, household size decreased significantly from 3.23 persons per household to 2.67 persons. This may be due more to differences in how the information was obtained. The distribution of household sizes saw a slight shift from four-person households to one-person households which helps to explain the decrease in household size.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 14. Household Size of Occupied Units, 2013-2023**

Household Size	2013		2023	
	Units	Percent	Units	Percent
1 Person	664	20.1%	832	25.6%
2 Persons	1,020	30.9%	1,000	30.8%
3 Persons	657	19.9%	587	18.1%
4+ Persons	960	29.1%	828	25.5%
<b>Total</b>	<b>3,301</b>	<b>100.0%</b>	<b>3,247</b>	<b>100.0%</b>
<b>Average Household Size</b>	<b>3.23</b>		<b>2.67</b>	

Source: Table S1101 and Table S2501, U.S. Census Bureau; 2019-2023 American Community Survey Five-Year Estimates

Table 15 shows household and family composition estimates in Pittsgrove for 2023. Over half (53.4%) of households were married couples, of which 26% were married couples with children. Female householders with no spouse present (31.7%) were more represented in Pittsgrove than male householders with no spouse present (11.0%). An estimated 19.5% of households consisted of a householder living alone.

**Table 15. Household Composition, 2023**

Household Type	Households	Percent
<b>Family households</b>		
Married-couple household	1,733	53.4%
With Children	451	13.9%
Without Children	1,282	39.5%
Cohabiting couple household	127	3.9%
With Children	63	1.9%
Without Children	64	2.0%
Male householder, no spouse present	358	11.0%
With Children Under 18	38	1.2%
Without Children Under 18	320	9.8%
Female householder, no spouse present	1,029	31.7%
With Children Under 18	95	2.9%
Without Children Under 18	934	28.8%

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Household Type	Households	Percent
<b>Nonfamily households</b>		
Householder living alone	633	19.5%
<b>Total Households</b>	<b>3,247</b>	<b>100.0%</b>

Source: Table DP02, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**INCOME CHARACTERISTICS**

A summary of household income characteristics in Pittsgrove is shown in Table 16. In 2023, the estimated median household income was \$83,808, or approximately \$4,500 below the median of Salem County (\$87,294) and \$17,000 below the State median (\$101,050). While the distribution of household incomes in Pittsgrove is generally similar with the County and State, the percentage of households earning over \$200,000 in the Township (13.3%) is slightly higher than the County (9.1%) but lower than the State (20.7%).

Note that 2024 sample income limits for affordable housing eligibility in Region 6 range from \$20,655 (1-person, very low-income household) to \$114,097 (5-person, median-income household) depending on household size (see Table 1).

**Table 16. Household Income, 2023**

Household Income	Households	Percent
Less than \$10,000	63	1.9%
\$10,000-\$14,999	45	1.4%
\$15,000-\$24,999	327	10.1%
\$25,000-\$34,999	358	11.0%
\$35,000-\$49,999	233	7.2%
\$50,000-\$74,999	391	12.0%
\$75,000-\$99,999	446	13.7%
\$100,000-\$149,999	653	20.1%
\$150,000-\$199,999	299	9.2%
\$200,000+	432	13.3%
<b>Total</b>	<b>3,247</b>	<b>100%</b>
<b>Median Household Income</b>	<b>\$83,808</b>	

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

A comparison of estimated poverty rates in Pittsgrove Township and Salem County is provided in Table 17. The estimated poverty rate among families and individuals in Pittsgrove is 8.5% and 10.7%, respectively. The Township's poverty rates are lower than the County (8.6% for families and 12.8% for individuals) but higher than the State (7.0% for families and 9.7% for individuals).

**Table 17. Poverty Rates among Individuals and Families, 2023**

<b>Location</b>	<b>Poverty Rate, Family</b>	<b>Poverty Rate, Individuals</b>
Pittsgrove Township	8.5%	10.7%
Salem County	8.6%	12.8%
New Jersey	7.0%	9.7%

*Source:* Table S1701 and Table S1702, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**EMPLOYMENT CHARACTERISTICS**

Estimated employment of Township residents by North American Industry Classification System (NAICS) category is shown in Table 18, following page. In 2023, the “Educational Services, and Health Care and Social Assistance” industry employed the largest percentage (29.3%) of Pittsgrove’s labor force. The next largest industry sectors were “Manufacturing” (13.3%), “Construction” (11.5%), and Retail Trade (10.0%).

Employment by occupation category is shown in Table 19, following Table 18. While Pittsgrove residents are employed in all occupation groups, the most common are “Management, Business, Science, and Art” (44.4%), “Sales and Office” (18.4%), and “Production, Transportation, and Material Moving” (17.6%).

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 18. Employed Residents by Industry Sector, 2023**

<b>NAICS Industry</b>	<b>Employed Residents</b>	<b>Percent</b>
Agriculture, Forestry, Fishing and Hunting, And Mining	41	1.0%
Construction	488	11.5%
Manufacturing	562	13.3%
Wholesale Trade	102	2.4%
Retail Trade	421	10.0%
Transportation and Warehousing, And Utilities	254	6.0%
Information	54	1.3%
Finance and Insurance, and Real Estate and Rental and Leasing	121	2.9%
Professional, Scientific, and Management, and Administrative and Waste Management Services	343	8.1%
Educational Services, and Health Care And Social Assistance	1,240	29.3%
Arts, Entertainment, and Recreation, and Accommodation And Food Services	244	5.8%
Other Services, Except Public Administration	126	3.0%
Public Administration	230	5.4%
<b>Civilian employed population 16 years and over</b>	<b>4,226</b>	<b>100.0%</b>

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**Table 19. Employed Residents by Occupation, 2023**

<b>Occupation</b>	<b>Employed Residents</b>	<b>Percent</b>
Management, Business, Science, Arts	1,875	44.4%
Service	459	10.9%
Sales and Office	779	18.4%
Natural Resources, Construction, Maintenance	371	8.8%
Production, Transportation, Material Moving	742	17.6%
<b>Civilian employed population 16 years and over</b>	<b>4,226</b>	<b>100.0%</b>

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Estimated changes in employment among Pittsgrove residents between 2013 and 2023 are shown in Table 20. In 2023, the Township's labor force was estimated to be 4,495 with a 6.0% unemployment rate. Between 2013 and 2023, the Township's labor force gradually decreased from 5,122 workers, and the Township's estimated unemployment rate decreased from 8.7% to 6.0%. The Township's unemployment rate in 2023 was lower than that of Salem County (7.5%) and New Jersey (6.2%).

**Table 20. Change in Employment, 2013-2023**

Year	Labor Force	Employed Residents	Unemployed Residents	Unemployment Rate
2013	5,122	4,678	444	8.7%
2014	4,937	4,509	428	8.7%
2015	4,851	4,505	346	7.1%
2016	4,982	4,698	284	5.7%
2017	4,856	4,585	271	5.6%
2018	4,709	4,459	250	5.3%
2019	4,685	4,462	223	4.8%
2020	4,604	4,356	248	5.4%
2021	4,472	4,223	249	5.6%
2022	4,544	4,278	266	5.9%
2023	4,495	4,226	269	6.0%

Source: Table DP03, U.S. Census Bureau, American Community Survey Five-Year Estimates

Table 21 compares employment estimates within Pittsgrove Township and Salem County regardless of where workers live. In 2022, an estimated 2,740 workers were employed in the Township, comprising 13.4% of the 20,392 total jobs in Salem County.

**Table 21. Estimated Employment, 2022**

Year	Pittsgrove Township	Salem County
2022	2,740	20,392

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2022).

Common commuter destinations among Pittsgrove residents are shown in Table 22. The most common commuter destination was Vineland, NJ 17.0%), while other

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

municipalities in the region were also common. Approximately 182 residents, or 5.3% of all working residents, commute within the Township.

**Table 22. Top Ten Commuting Destinations for Pittsgrove Residents, 2022**

<b>Destination</b>	<b>Workers</b>	<b>Percent of Workers</b>
Vineland, NJ	585	17.0%
Pittsgrove, NJ	182	5.3%
Philadelphia, PA	152	4.4%
Bridgeton, NJ	78	2.3%
Millville, NJ	74	2.2%
Franklin, NJ (Gloucester County)	73	2.1%
Upper Deerfield, NJ	67	1.9%
Cherry Hill, NJ	66	1.9%
Logan, NJ	65	1.9%
Washington Twp, NJ (Gloucester County)	65	1.9%
All Other Locations	2,033	59.1%
<b>Total</b>	<b>3,440</b>	<b>100%</b>

Sources: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2022).

## **POPULATION AND EMPLOYMENT PROJECTIONS**

The South Jersey Transportation Planning Organization (“SJTPO”) is the Metropolitan Planning Organization for the southern New Jersey region, which contains all municipalities in Salem County, Atlantic County, Cape May County, and Cumberland County. The SJTPO publishes population and employment forecasts for each county and municipality in the region. Between 2020 and 2060, the SJTPO projects slight population decline and significant employment growth throughout the region. In Pittsgrove, the SJTPO projects a population decrease of 100 people (-1.1%) and local employment growth of 800 jobs (+26.7%). As shown in Table 23, Pittsgrove is forecasted to experience slower population decline and faster employment growth than the County and Region.



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 23. Population and Employment Projections, 2020-2060**

Location	Population			Employment		
	Estimate 2020	Projected 2060	Percent Change	Estimate 2020	Projected 2060	Percent Change
Pittsgrove Township	8,800	8,700	- 1.1%	3,000	3,800	+ 26.7%
Salem County	64,800	63,700	- 1.7%	27,500	34,000	+ 23.6%
SJTPO Region	588,800	557,100	- 5.4%	310,000	378,900	+ 22.2%

Source: South Jersey Transportation Planning Organization, Population and Employment Projections, 2020-2060

### HOUSING UNIT PROJECTIONS

The FHA requires that housing plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Table 24 shows the balance of Certificates of Occupancy and Demolition Permits issued between 2013 and 2023. According to the permit data, there is an annual average net increase of 2.4 dwelling units per year. If this rate were to remain relatively constant, Pittsgrove could see an increase of approximately 26 units by 2035.

**Table 24. Residential COs and Demolition Permits Issued, 2013-2023**

Year	Demolitions	Certificates of Occupancy	Net New Dwellings
2013	3	5	2
2014	3	6	3
2015	5	4	-1
2016	0	2	2
2017	0	12	12
2018	8	8	0
2019	6	5	-1
2020	7	6	-1
2021	5	4	-1
2022	4	11	7
2023	1	5	4
<b>Total</b>	<b>42</b>	<b>68</b>	<b>26</b>
<b>Annual Average</b>	<b>3.8</b>	<b>6.2</b>	<b>2.4</b>

Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data

**CONSIDERATION OF LAND FOR AFFORDABLE HOUSING**

Pittsgrove Township has limited available land within public water and sewer franchise areas and at the present time are solely for non-residential purposes. Due in part to State rules that regulate where such infrastructure may be installed, and the extraordinary costs associated with such infrastructure development, extension or the development of new facilities is highly unlikely in the Fourth Round. Furthermore, with a relatively low population and limited ratable base, the Township's fiscal capability to finance any significant increase in utility capacity for inclusionary affordable housing development is also quite limited.

**Sewer Capacity**

Existing development within Pittsgrove Township is primarily served by on-site septic systems for wastewater management and NJPDES permits for sites that discharge or process more than 2,000 gallons of wastewater per day. As noted in the Salem County Wastewater Management Plan ("WMP") submitted to NJDEP for review in October 2013, Pittsgrove Township is not currently served by a public sanitary sewer system, nor does the Township contain any infrastructure for public wastewater service. While the Township has identified a future wastewater service area ("FWSA") for inclusion within the Salem County WMP, the area identified consists of specific redevelopment sites intended for industrial use by Atlantic City Electric. Therefore, the Township does not currently have sufficient sewer capacity to support inclusionary affordable housing development.

**Water Capacity**

Development within the Township is primarily supported by individual water supply wells and private water service purveyors that specifically serve individual mobile home parks. As noted in the 2013 Salem County WMP, Pittsgrove Township is not currently served by a public potable water supply or distribution system.

Therefore, Pittsgrove Township is seeking a durational adjustment for its entire Fourth Round Prospective Need due to the lack of existing or proposed infrastructure for wastewater management, water supply, and water distribution. A durational adjustment permits developers that have found a means to provide the necessary infrastructure to petition the Township and be supported in its efforts to gain NJDEP approval for their project.

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025****Sites with Expired Approvals***Briar Hill Estates*

On April 9, 2013, the Township Planning Board approved a major subdivision for a 24-unit, inclusionary affordable housing development at the Briar Hill Estates (Block 104, Lot 40) as memorialized by Resolution 2013-09. The approval consisted of 24 single-family detached dwellings, including three (3) affordable units that were intended to satisfy a developer's agreement signed by the Township on July 28, 2010, and approved by Hon. James E. Rafferty, P.J.G.E., by Order on August 31, 2010. While the approved project was considered in the Township's 2015 HEFSP as a Third Round compliance mechanism, the original approvals and extensions have long since expired and the site remains vacant as of May 2025. Any newly proposed development of the site would require new site design to comply with updated regulations for stormwater and wastewater management. Therefore, the site is not considered in this Fourth Round HEFSP as a compliance mechanism for satisfying the Township's Third Round Prospective Need.

## Fair Share Plan

### PITTSGROVE'S AFFORDABLE HOUSING OBLIGATIONS

A municipality's Fourth Round affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation Share), Prior Round Prospective Need, Third Round "Gap"/Prospective Need, and Fourth Round Prospective Need. For Pittsgrove Township, these four components were determined as follows.

The Township's Prior Round Prospective Need and Third Round "Gap"/Prospective Need were established by Consent Order with Fair Share Housing Center ("FSHC") and New Jersey Builder's Association ("NJBA") on September 14, 2015 (Appendix A). The Township's Fourth Round Present Need and Fourth Round Prospective Need were established by Fourth Round DJ action submitted to the Program on January 24, 2025 (Appendix B), which included Township Resolution No. 35-2025 accepting the DCA calculation of its Fourth Round obligations. The cumulative four-component Fourth Round fair share obligation for the Township is as follows:

**Table 25. Pittsgrove's Fourth Round Affordable Housing Obligations**

• Fourth Round Present Need/Rehabilitation Share:	25
• Prior Round Prospective Need:	58
• Third Round "Gap"/ Prospective Need:	14
• Fourth Round Prospective Need:	<u>12</u>
<b>Total Cumulative Share</b>	<b>109</b>

#### *Fourth Round Present Need/Rehab Share*

The amended FHA defines *Present Need* as "the number of substandard existing deficient housing units currently occupied by low- and moderate-income (LMI) households" and *deficient housing unit* as "housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities." The Township's Fourth Round Present Need of 25 was calculated by DCA according to its October 2024 methodology report. The Township accepted DCA's determination of its Fourth Round Present Need obligation by resolution as submitted to the Program/Superior Court with its Fourth Round DJ filing.

#### *Prior Round Prospective Need*

The Prior Round Prospective Need obligation is the cumulative Prospective Need obligation for the First and Second Rounds (1987 to 1999). The Township's Prior

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

Round Prospective Need of 58 was calculated by COAH as set forth in the Appendices to COAH's Substantive Rules at N.J.A.C. 5:93-1.

*Third Round "Gap" / Prospective Need*

As established by the 2015 Consent Order with FSHC and NJBA, and approved by the Superior Court by the 2016 Judgment of Compliance, Pittsgrove's Third Round "Gap"/Prospective Need (1999-2025) was set at 14.

*Fourth Round Prospective Need*

The FHA, as amended by P.L. 2024, c.2, defines *Prospective Need* as "a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality, as the case may be, as a result of actual determination of public and private entities." The Township's Fourth Round Prospective Need of 12 was calculated by DCA according to the methodology described in the report titled Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background. The Township accepted DCA's determination of its Fourth Round Prospective Need as adopted by resolution and filed with the Program/Superior Court as part of its Fourth Round DJ Action (Appendix B).

**SATISFACTION OF PRIOR ROUND PROSPECTIVE NEED**

As established in the 2015 Consent Order, Pittsgrove Township had a Prior Round Prospective Need (1987-1999) of 58. COAH rules permit new construction credits and bonuses addressing a First or Second Round affordable housing obligation to be used to address the Prior Round obligation.

In addition to satisfying the total obligation, the Township must also adhere to a minimum rental obligation and maximum number of age-restricted units pursuant to the following formulas:

**Table 26. Pittsgrove Prior Round Formulas**Minimum Prior Round Rental Unit Obligation = 2 units

= 0.25 (Third Round Obligation – prior cycle credits – impact of the 20% cap – impact of the 1,000 unit cap – rehabilitation obligation) = 0.25 (58-53-0-0-0) = 1.25, rounded up to 2

Maximum Prior Round Senior Units = 1 unit

= 0.25 (Third Round obligation – prior cycle credits – rehabilitation credits – impact of the 20% cap – impact of the 1,000 unit cap) – age-restricted units from the prior round = 0.25 (58-53-0-0-0)-0 = 1.25, rounded down to 1

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

In addition, the housing plan is required to adhere to the following rules:

- A rental unit available to the general public receives one (1) rental bonus;
- An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation shall receive a bonus for age-restricted units; and
- No rental bonus is granted in excess of the rental obligation.

As summarized in Table 27, the Township has satisfied its Prior Round Prospective Need of 58 through credits without controls and two (2) existing licensed group homes operated by the AWS Foundation on Morton Avenue and Jesse Bridge Road. The Township has satisfied the minimum rental obligation of two (2) with seven (7) group home rentals credited by the bedroom.

**Table 27. Prior Round Credit/Bonus Summary (1987-1999)**

<b>Pittsgrove Township Prior Round Compliance Mechanisms (Prospective Need: 58)</b>	<b>Credits</b>	<b>Bonuses</b>	<b>Total</b>
Credits without controls	49	-	49
AWS Foundation Group Home: Morton Ave – 4 special needs rental bedrooms	4	-	4
AWS Foundation Group Home: Jesse Bridge Rd - 3 special needs rental bedrooms (3 of 4)	3 of 4	2	5
<b>Total</b>	<b>56</b>	<b>2</b>	<b>58</b>

*Credits without Controls (Existing)*

COAH previously certified a total of 49 credits without controls in Pittsgrove Township. In 1999, the Township mailed out questionnaires and conducted a follow-up outreach campaign to maximize the number of respondents and received several hundred responses. Credits without control are dwellings first occupied in what is called the Prior Cycle (not to be confused with the Prior Round) from the time period of April 1, 1980 to December 15, 1986 and at the time of the petition for substantive certification when credit for them is requested, are occupied by low and moderate income households and have a value which is affordable to low and moderate income households.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

*Special Needs Facilities (Completed)*

**AWS FOUNDATION GROUP HOMES (COMPLETED)**

The AWS Foundation is a non-profit subsidiary of Benchmark Human Services (“BHS”) that operates two (2) group homes in Pittsgrove Township that help address the Township’s Prior Round and Third Round Prospective Need. The AWS Foundation began operating both facilities in December 2014 after the facilities were privatized by New Jersey Department of Development Disabilities (“DDD”), who licensed both facilities. Before December 2014, the homes previously operated by the Parents and Friends Association Community Services (“PAFACOM”). As noted in the Township’s Third Round HEFSP, Matthew Mason, Director of the AWS office in Vineland, stated there was no lapse in operations during the transfer in ownership or alterations to the physical structures or bedroom counts.

**AWS FOUNDATION GROUP HOME – MORTON AVENUE (COMPLETED)**

The Morton Avenue group home operated by AWS contains four (4) special needs rental bedrooms on Morton Avenue (Block 2901, Lot 15). This facility provides housing for adults with developmental disabilities and is operated and administered by the AWS Foundation under an agreement with DDD as specified in the Alternate Living Arrangement Survey provided (Appendix C). This facility has been continuously operated since July 1985 and is a prior cycle credit. As such, the facility is not eligible to meet the rental obligation or generate bonus credits.

**AWS FOUNDATION GROUP HOME – JESSE BRIDGE ROAD (COMPLETED)**

The Jesse Bridge Road group home operated by AWS contains four (4) special needs rental bedrooms on Jesse Bridge Road (Block 503, Lot 45). The facility provides housing for adults with developmental disabilities. The AWS Foundation operates this facility under an agreement with DDD as specified in the Alternative Living Arrangement Survey provided (Appendix C). This facility was previously operated by PAFACOM under an agreement with DDD whose affordability control began in 1991. The Township has applied three (3) of the four (4) bedrooms and two (2) bonus credits toward satisfying Prior Round Prospective Need. The remaining balance of one (1) bedroom has been applied to the Township’s Third Round Prospective Need.

**SATISFACTION OF THE THIRD ROUND PROSPECTIVE NEED**

Pittsgrove’s Third Round (1999-2025) of 14 was set by the 2015 Consent Order. In addition to satisfying the total unanswered Prior Round obligation, the Township must also adhere to a maximum number of age-restricted units and minimum number of very low-income units pursuant to the following formulas.

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025****Table 28. Pittsgrove Third Round Formulas****Minimum Third Round Rental Obligation = 4 units**

= 0.25 (Third Round Prospective Need – Prior Cycle Credits – impact of the 20% cap – impact of the 1,000 unit cap – rehabilitation obligation) = 0.25 (14-0-0-0-0) = 3.5, rounded up to 4

**Maximum Third Round Senior Units = 3 units**

= 0.25 (Third Round obligation – prior cycle credits – rehabilitation credits – impact of the 20% cap – impact of the 1,000 unit cap) – age-restricted units from the Prior Round = 0.25 (14-0-0-0-0)-0 = 3.5, rounded down to 3

**Minimum Third Round Family Units = 7 units**

0.50 (14-3 bonuses = 11) = 6.5, rounded up

**Minimum Third Round Family Rental Units = 4 units**

0.50 (minimum rental requirement = 0.50 x 7) = 3.5, rounded up

**Minimum Third Round Very Low-Income Units = 3 units**

0.13 (17 units approved and constructed since July 17, 2008) = 2.21, rounded up

**Minimum Third Round Very Low-Income Family Units = 2 units**

0.50 (0.50 x 2.21) = 1.11, rounded up

**Maximum Third Round Bonuses = 3 units**

= 0.25 (Third Round Prospective Need) = 0.25(14) = 3.5, rounded down

In addition, the housing plan is required to adhere to these additional rules:

- A rental unit available to the general public receives one (1) rental bonus;
- An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation may receive a bonus for age-restricted units; and
- No rental bonus is granted in excess of the rental obligation.

As summarized in Table 29, the Township will fully address its Third Round Prospective Need of 14 with 17 existing and proposed units including: one (1) special needs rental bedroom from the AWS Foundation group home on Jesse Bridge Road, five (5) special needs rental bedrooms from an AWS Foundation group home on Can House Road, five (5) special needs rental bedrooms from the Bancroft group home on Centerton Road, one (1) municipally-sponsored family affordable for-sale unit at 383 Porchtown Road, two (2) very low-income family rental units to be created through the Township's Accessory Apartment Program, and three (3) Third Round rental bonuses.



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Pittsgrove addresses its rental obligation with 11 group home rentals, which qualify as family units under extant rules, as well as two (2) additional units proposed to be created through the Accessory Apartment Program for a total of 13 rentals (4 required), all of which are family units (7 family units required of which must be rental). The housing plan does not propose any senior units. At least five (5) group home credits are very low-income (Bancroft) and it is anticipated that the additional six (6) group home credits will be determined to be also. The Township proposes to provide affordability assistance and construction grant assistance to make the two (2) affordable accessory apartments available to very low-income families.

**Table 29. Third Round Credit/Bonus Summary (1999-2025)**

<b>Pittsgrove Township Third Round Compliance Mechanisms (Prospective Need: 14)</b>	<b>Credits</b>	<b>Bonuses</b>	<b>Total</b>
<b>100% Affordable Developments (Completed)</b>			
AWS Foundation Group Home: Jesse Bridge Rd – 1 special needs rental bedroom (1 of 4, bal.)	1	1	2
AWS Foundation Group Home: Can House Rd – 5 rental bedrooms	5	2, capped	7
Bancroft Group Home: Centerton Rd – 5 special needs rental bedrooms	5	-	5
672-674 Gershal Ave – 2 municipally-sponsored, family for-sale units	2	-	3
46 Maple Ave – 1 municipally-sponsored family for-sale unit	1	-	1
<b>100% Affordable Developments (Proposed)</b>			
Accessory Apartment Program – 2 family rental units	2	-	2
383 Porchtown Road – 1 municipally-sponsored family for-sale unit (Proposed)	1	-	-
<b>Total</b>	<b>17</b>	<b>3, cap</b>	<b>20</b>

*Special Needs Facilities (Completed)*

**AWS FOUNDATION GROUP HOME – JESSE BRIDGE ROAD (COMPLETED)**

See Prior Round description. The Township will carry over one (1) credit from the licensed group home on Jesse Bridge Road that is eligible for one (1) rental bonus.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**AWS FOUNDATION GROUP HOME – CAN HOUSE ROAD (COMPLETED)**

The AWS Foundation operates one (1) group home facility on Can House Road (Block 2503, Lot 22.04). The group home is licensed by DDD and contains five (5) rental bedrooms for low-income residents. The group home received a CO in August 2022. The rental bedrooms are eligible for Third Round rental bonuses.

**BANCROFT GROUP HOME – CENTERTON ROAD (COMPLETED)**

Bancroft of NJ operates one (1) group home for adults with developmental disabilities on Centerton Road (Block 1101, Lot 1). The group home is licensed by DDD and contains five (5) bedrooms for low-income (actually, very low income per FHA rules, low income per HUD rules) residents as noted in the Supportive and Special Needs Housing survey provided (Appendix D). The group home received a CO in September 2022.

***Municipally-Sponsored, 100% Affordable Developments (Completed)***

**672-674 GERSHAL AVENUE (COMPLETED)**

Pittsgrove Township partnered with Habitat for Humanity in 2012 to construct two (2) affordable family for-sale units at 672-674 Gershal Avenue (Block 3101, Lots 20.01 and 20.02). The Township donated the property (formerly Lot 20) and provided Habitat with a total of \$170,000 from the affordable housing trust fund to finance the construction of the two (2) units as specified by an agreement between the Township and Habitat (Appendix E).

Each unit is a three-bedroom dwelling reserved for a low-income household. Ongoing occupancy will continue to be administered by Habitat for Humanity. The affordable family units are occupied in accordance with the Uniform Housing Affordability Control rules at N.J.A.C. 5:26-1 et seq. and comply with the Barrier Free Subcode at N.J.A.C. 5:23-7. The units received a CO on October 17, 2017, and have 30-year controls through at least October 17, 2017.

**46 MAPLE ROAD (COMPLETED)**

Pittsgrove Township partnered with Habitat for Humanity in 2006 to construct one (1) affordable family for-sale unit at 46 Maple Road (Block 1508, Lot 1). The Township sponsored the project through the donation of land to Habitat as authorized by Township resolution. The affordable family sale unit is a three-bedroom dwelling reserved for one (1) low-income household.

The affordable family unit was developed and occupied in accordance with the Uniform Housing Affordability Control rules at N.J.A.C. 5:26-1 et seq. and complies

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

with the Barrier Free Subcode at N.J.A.C. 5:23-7. The unit received a CO on December 3, 2008, and has 30-year affordability controls from November 25, 2008, through at least November 25, 2038 (Appendix F). Ongoing occupancy will continue to be administered by Habitat for Humanity of SC NJ, Inc.

*Municipally-Sponsored, 100% Affordable Developments (Proposed)*

**383 PORCHTOWN ROAD (PROPOSED)**

The Township is proposing a municipally-sponsored construction program for one (1) single-family affordable for-sale unit at 383 Porchtown Road (Block 302, Lot 2). The site is a 1-acre Township-owned lot in the RR Rural Residential District. While non-conforming as to size, as a municipally-owned property, Pittsgrove is not bound by its own zoning regulations. It is adequately sized to accommodate necessary well and on-site sanitary disposal.

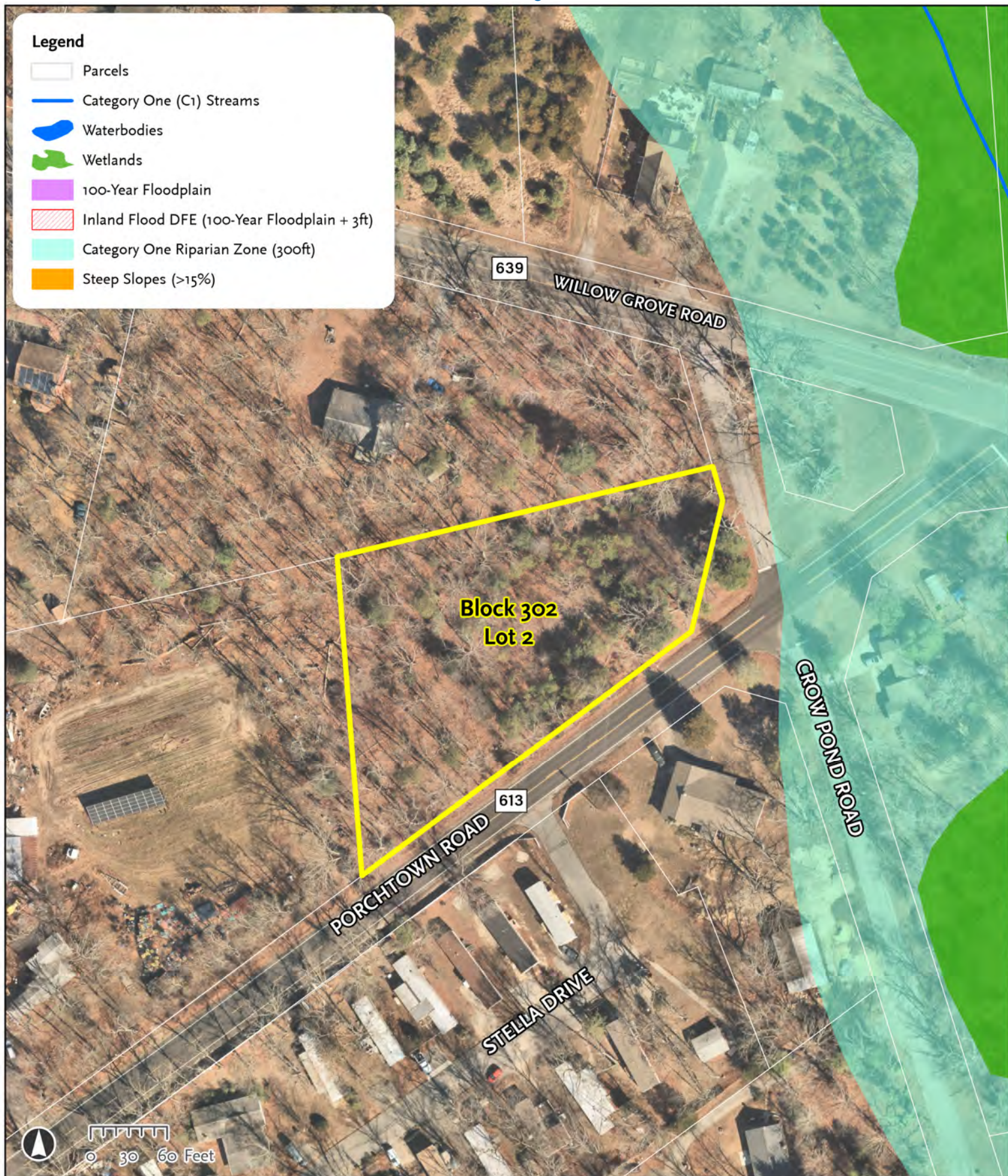
The Township plans to partner with an affordable housing development entity, such as Habitat for Humanity, to facilitate the construction of one (1) affordable unit with a \$125,000 subsidy from the affordable housing trust fund.

The unit will be developed and occupied in accordance with the Uniform Housing Affordability Control rules at N.J.A.C. 5:26-1 et seq., including but not limited to, bedroom distribution and affordability controls of at least 30 years. Additionally, the affordable units will comply with the Barrier Free Subcode at N.J.A.C. 5:23-7. Ongoing occupancy will be administered the affordable housing development entity, such as Habitat for Humanity.

As stated in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.4., for the production of low- and moderate-income housing. Block 302, Lot 2 meets these criteria:

- The site has a clear title and no legal encumbrances which would preclude its development as an affordable housing project. The property is owned by the Township.
- The site is adjacent to compatible land uses and has access to a public street. The site is an irregularly shaped lot with approximately 300 feet of frontage on Porchtown Road (CR 613) and a lot depth of 235 feet to 35 feet. The site is located in the RR District, which permits single-family detached dwellings as a principal permitted use. Existing single-family detached dwellings are located nearby to the east, south, and west of the site. A mobile home park is located to the south, and farmland is located to the northeast.





Clarke Caton Hintz



Architecture

Planning

Landscape Architecture

## FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

## Environmental Constraints

### 383 Porchtown Road (Block 302, Lot 2)

LOCATION:  
Pittsgrove Township, Salem County, NJ

DATE:  
May 2025

## SOURCES:

Aerial Imagery: Nearmap (March 3, 2025)  
 Streams: National Hydrography Dataset (NJDEP, 2015)  
 Water/Wetlands: Land Use Land Cover (NJDEP, 2020)  
 100-Year Floodplain: Effective FIRM (FEMA, 2019)  
 Inland Flood: FEMA 1% Chance Annual Flood Plus 3 Feet (Rutgers/NJAdapt, 2024)  
 Steep Slopes: New Jersey DEM (NJOGIS, 2019)  
 Parcels: NJ MOD-IV (NJOGIS, 2024)



**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

- As noted, the site will be served by on-site well and septic systems and is an adequate size to accommodate both utilities.
- Development of the site will be consistent with the NJ Residential Site Improvement Standards at N.J.A.C. 5:21-1 et seq.

Development of the property is consistent with the State Development and Redevelopment Plan (“State Plan”) and the rules and regulations of all agencies with jurisdiction over the site.

- Pursuant to the State Plan Map, the property is located within the Rural/Environmentally Sensitive Planning Area (PA 4B). While PA1, PA2 and Centers are preferable locations for affordable housing, the subject property is suitable for small-scale affordable housing consistent with existing residential development within the vicinity.
- The development is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands.
- The site will comply with all applicable environmental regulations. There are no wetlands, floodplains, steep slopes, Category One streams or contaminated sites located on the property or in the immediate vicinity that will be impacted by the development or will preclude development of the property.
- The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will be impacted by the development or will preclude development of the property.

***Accessory Apartment Program***

The Township plans to continue its Court-approved Accessory Apartment Program, as established by ordinance (Appendix G), to create two (2) family very low rental units to satisfy part of the Third Round obligation. The Township’s housing stock and land use characteristics remain appropriate for an accessory apartment program due to the Township’s relatively large dwellings and lot sizes. Pittsgrove is predominately zoned RR Rural Residential, which has a density ranging from one unit per 1.5 acres to one unit per 3.0 acres. While the majority of the Township is located in the RR District or agricultural zoning districts, all residential zones permit accessory apartments. As shown in Table 6, dwellings in the Township are generally larger than in the state and county with an estimated 30.5% of the housing stock having eight (8) rooms or more per structure. Also, given the rural character of the

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Township and the absence of any public sewer system, the use of accessory apartments to meet the Township's fair share obligation is an appropriate approach to addressing a portion of the Township's affordable housing obligation.

All accessory apartments will be created where the lots are served by individual water and wastewater systems. While larger lot sizes are necessary in some parts of the Township, there is ample opportunity for lands in the Township to support the septic and well demands of two (2) new accessory apartment units. The Township's program will comply with all regulations in N.J.A.C. 5:93-5.9, including but not limited to 10-year affordability controls. As shown in the draft amendment to the Accessory Apartment Ordinance (Appendix G), the Township will provide a subsidy at least of \$75,000 for a very low-income unit. The program will be administered by the Township's Administrative Agent.

This program will provide the Township a total of two (2) credits toward the Third Round Prospective Need and will meet the Third Round family very low requirement of two (2) units.

**ADDRESSING FOURTH ROUND PROSPECTIVE NEED**

*Lack of Infrastructure and Realistic Development Potential*

The FHA at N.J.S.A. 52:27D-307(c)(2)g, and COAH's Second Round rules at N.J.A.C. 5:93-4.3, permit a municipality to seek to have all or part of its affordable housing obligation deferred if it can demonstrate a lack of appropriate water or sewer infrastructure to serve the new housing units that would be required. This is known as a durational adjustment from the statute at -4.3(c), "The lack of adequate capacity, in and of itself, shall constitute a durational adjustment of the municipal housing obligation. The requirement to address the municipal housing obligation shall be deferred until adequate water and/or sewer are made available."

As was recommended by COAH during the Prior Round, Pittsgrove Township is seeking durational adjustment of its entire Fourth Round obligation as a result of the lack of public sewer and water infrastructure to serve new development. New residential construction in Pittsgrove is entirely served by wells and on-site wastewater disposal facilities for single-family detached development, which is unfavorable for the production of affordable housing due to the costs of production and maintenance for low- or moderate-income households that would occupy the resulting units.

Such a deferral would remain in effect until the necessary infrastructure becomes available.

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

In accordance with COAH's Second Round Rules, the Township will reserve any future water allocation or new sewer capacity for sites meeting the site suitability criteria for low- and moderate-income housing detailed in N.J.A.C. 5:93-1 et seq. The Township will endorse all applications to the NJDEP or its agent to provide additional water and/or sewer capacity and it will permit development of low- and moderate-income housing where the NJDEP or its designated agent approves a proposal to provide infrastructure to a site for such development that would provide the necessary units to meet the DCA Prospective Need number of 12 units. In terms of inclusionary development, that would equal a development of 60 units for a for-sale tenure (20% set-aside) and 80 units for a rental tenure project (15% set-aside).

Should a developer approach the Township with a proposal for development for which the developer is willing to assume the cost of providing sanitary sewer and public water service, the Township will support application for amendments to the Water Quality Management Plan ("WQMP") to facilitate the proposal and shall otherwise comply with N.J.A.C. 5:93-4.3.

The Township, however, reserves the right to seek a waiver from the durational requirements under N.J.A.C. 5:93-4.5 for hardship or use of the entire resource in addressing the municipal obligation.

**ADDRESSING FOURTH ROUND PRESENT NEED**

N.J.A.C. 5:93-5.2(b) identifies the purpose of a rehabilitation program as the renovation of deficient housing units occupied by low- and moderate-income households and defines *deficient housing units* as those "with health and safety code violations that require the repair or replacement of a major system," including "weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load-bearing structural system."

To address the Township's Fourth Round Present Need of 25, the Township plans to continue its participation in the local housing rehabilitation program offered during the Third Round and administered by CGP&H with Small Cities Grant funds.

The Township may lower its Present Need by conducting a structural conditions survey of every residence in Pittsgrove and determining those that, based on inspection by the construction code official, are in need of repair or replacement of at least one major system such as:

- (1) foundation; (2) rails, steps, stairs, porch; (3) siding and walls; (4) windows and doors; (5) eaves, soffits, gutters, leaders; (6) roof and chimney; and (7) fire escape. The foundation, siding and walls and roof and chimney are considered major systems. The remaining components are considered minor systems.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

Each system is to be ranked as good/excellent or fair/poor. If one major system is determined to be fair/poor, the structure and all housing units within it are considered substandard. If two or more minor systems are determined to be fair /poor, the structure and all, the units within the structure are considered substandard.

There are established factors, based on census data, that can then be used to determine what percentage of the total units found to be in need of rehabilitation that are occupied by low and moderate income households.

**INCOME AND BEDROOM DISTRIBUTION**

The distribution of affordable family units in Pittsgrove by income level and number of bedrooms for the Prior Round and Third Round (excluding special needs units) is shown in Table 30. As not all family affordable units addressing the Prior Round and Third Round obligations triggered a very low-income requirement, the following table must be reviewed in tandem with Table 31 (Very Low-Income Units).

**Table 30. Unit Distribution of Family Units, Prior/Third Round**

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	1	2	-	1
Low-Income	-	-	3	4
Moderate-Income	-	-	1	1
<b>Total</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>6*</b>
<i>*Includes 46 Maple Road (1 unit, existing), 672-674 Gershal Avenue (2 units, existing), 383 Porchtown Road (1 3-bdr unit, proposed), and accessory apartments (2 units: 1-bdr and 2-bdr, proposed). Court-approved credits without controls from Prior Round (49 units, existing) not included.</i>				

**VERY LOW-INCOME UNITS**

Pursuant to the amended FHA (P.L. 2008, c.46), municipalities must ensure that at least 13% of affordable housing units approved and constructed (or to be constructed) after July 17, 2008, are available to very low-income households. As shown in Table 28 below, a total of 16 affordable units that were approved, constructed or will be constructed, generate a very low-income requirement of three (3) units. The Township intends to address two (2) very low-income unit through the Accessory Apartment Program, as previously indicated.



**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**Table 31. Very Low-Income Since July 17, 2008**

Compliance Mechanism	Total Units Credited	VLI Units	
		Proposed	Constructed
AWS Foundation group home bedrooms (Can House Rd)	5	-	-
Bancroft group home bedrooms (Centerton Road)	5	-	-
672-674 Gershal Ave – 2 family for-sale units	2	-	-
46 Maple Rd – 1 family for-sale unit	1	-	-
383 Porchtown Road – 1 municipally-sponsored family for-sale unit	1	-	-
Accessory Apartments Program – 2 very-low family rental units	2	2	-
Total	16	2 VLI Units	
VLI Units Required	13% of 16 = 2.08, rounded up = 3		
VLI Family Units Required	3 x 0.50 = 1.5, rounded up = 2		

Per the more recently amended FHA (P.L. 2024, c.2) at N.J.S.A. 52:27D-329.1, at least half of very low-income units addressing a Fourth Round Prospective Need must be “available for families with children.” As the Township is requesting a durational adjustment of its Fourth Round Prospective Need, there is no very low-income family unit requirement for the Township to address in this round.

#### **DEVELOPMENT FEE ORDINANCE**

A development fee ordinance may be used to address unmet need in municipalities receiving a vacant land adjustment. A development fee ordinance establishes a fee to be paid by developers of market-rate residential and/or non-residential construction. All fees collected are deposited into an Affordable Housing Trust Fund, the balance of which may only be spent on eligible affordable housing related costs.

The Township’s development fee ordinance was adopted on December 23, 2008, by Ord. No. 12-2008 (Appendix H). The ordinance permits collection of residential development fees equal to 1.5% of the equalized assessed value of new residential construction and mandatory non-residential development fees equal to 2.5% of the equalized assessed value of new non-residential construction, unless exempted. An additional provision within the ordinance permits the Township to impose a development fee of 6% on additional units that may result from a site where a “d(5)” density variance is granted by the Zoning Board of Adjustment.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**MONITORING/STATUS REPORT**

In accordance with the requirements of N.J.S.A. 52:27D-329.2 and -329.4 as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide a detailed accounting through DCA's new Affordable Housing Monitoring System ("AHMS") of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

The Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site in this HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. If such an action is initiated by the Township, the Township may propose one or more alternative sites with an accompanying development plan or plans that provide a realistic opportunity for the same number of affordable units and are otherwise in compliance with the FHA and the Mount Laurel doctrine.

**ADMINISTRATION & AFFIRMATIVE MARKETING**

Pittsgrove Township currently has a Court-approved Affordable Housing Ordinance at Chapter 25 of the Municipal Code (Appendix I). Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated Affordable Housing Ordinance in accordance with court-upheld COAH's rules, DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations that are anticipated to be released shortly, as well as to address any terms of the court-approved Third Round Consent Order, if relevant. The Affordable Housing Ordinance will govern the establishment of affordable units in the Township and the occupancy of such units. The Township's Affordable Housing Ordinance covers the phasing of affordable units, the low/moderate income split, including that 13% of all units approved and constructed since 2008 be affordable to very low-income households earning no more than 30% of median income, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification, etc.

The Township Administrator will continue to hold the position of Municipal Housing Liaison as appointed by Township resolution (Appendix J). The Township's

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

rental rehabilitation program is administered by CGP&H. The Habitat units are administered by Habitat for Humanity of SC NJ, Inc. The licensed group homes are administered by AWS Foundation (Benchmark), and Bancroft.

Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules, as well as to address any terms of the court-approved Third Round FSHC agreement. The Township will adopt an Affirmative Marketing Plan for all affordable housing sites. The Township's current Affirmative Marketing Plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region, Region 6, which includes the Counties of Atlantic, Cape May, Cumberland, and Salem.

The Affirmative Marketing Plan lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the minimum 30-year or 40-year (for rentals) affordability control required by UHAC, N.J.A.C. 5:80-26.1 et seq. This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or individual or companies retained to do affirmative marketing, to comply with this paragraph. Finally, in accordance with the July 2020 amendment to the FHA, The Township will include in its Affirmative Marketing Plan the requirement that all units subject to affirmative marketing requirements be listed on the state Housing Resource Center website.<sup>14</sup>

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<sup>14</sup> - <https://njhrc.gov>

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

**SPENDING PLAN**

The Township has prepared a Fourth Round Spending Plan (Appendix K), which discusses anticipated revenues, collection of revenues, and the use of revenues, in accordance with N.J.A.C. 5:93-5.1(c). All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Fourth Round Spending Plan. Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated spending plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules, not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules as well as to address any terms of the court-approved Third Round FSHC agreement.

The Township may, in the future, seek to amend its Spending Plan and obtain court approval to use its affordable housing trust funds for the following additional permitted affordable housing activities, including new, emergent affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Assistance designed to render units to be more affordable.

At least 30% of development fees and interest collected must be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of trust fund revenues collected each year may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, an HEFSP, and/or an affirmative marketing program.

The adoption of the Township's Fourth Round Spending Plan will constitute a "commitment" for expenditure per the FHA at N.J.S.A. 52:27D-329.2, with a four-year time period for expenditure that will start with the entry of the Superior Court's Fourth Round Judgment of Compliance and Repose and/or Compliance Certification.

**Township of Pittsgrove**  
**Fourth Round Housing Element and Fair Share Plan**

**Adopted May 27, 2025**

## **COST GENERATION**

The Township's Zoning Ordinance has been reviewed to eliminate unnecessary cost generating standards and provides for expediting the review of development applications containing affordable housing. Such expediting may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. All development applications containing affordable housing must be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards ("RSIS") (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. The Township will comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing, N.J.A.C. 5:93-10.3. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will revise its Zoning Ordinance, if needed, in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations, anticipated to be released shortly, in order to address new requirements to address cost generative issues.

## **MULTIGENERATIONAL FAMILY HOUSING CONTINUITY**

The FHA requires an HEFSP to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20). As of May 2025, no recommendations have been issued by the Commission.

## **STATE DEVELOPMENT AND REDEVELOPMENT PLAN**

Pittsgrove Township is located in the Rural Planning Area (PA4), Rural/Environmentally Sensitive Planning Area (PA4B), and Environmentally Sensitive Planning Area (PA5) as established by the State Development and Redevelopment Plan ("SDRP"). The SDRP's intent for these areas is as follows:

### *PA4 Rural Planning Area*

- maintain the Environs as large contiguous areas of farmland, open space, and forested areas;
- enhance habitats and sensitive lands;
- accommodate growth in Centers;
- reverse auto-oriented patterns of development;

**Township of Pittsgrove****Fourth Round Housing Element and Fair Share Plan****Adopted May 27, 2025**

- promote a viable agricultural or forestry industry;
- revitalize cities, towns, and other traditional settlements;
- protect, enhance, and diversify the existing character and agricultural economy of stable communities; and
- confine programmed sewers and public water services to Centers, except where public health is at stake.

*PA5 Environmentally Sensitive Planning Area*

- protect environmental resources;
- protect both large and small contiguous areas of land;
- promote restoring habitats and bio-diversity;
- accommodate growth only in Centers;
- confining programmed sewers and public water services to Centers;
- revitalize cities, towns, and older traditional settlements; and
- protect, enhance, and diversify the existing character of stable communities.

Pittsgrove Township's HEFSP is consistent with the intent of the SDRP. Specifically, the Township's compliance mechanisms, which include accessory apartments and group homes within developed areas of the Township, and the proposed durational adjustment, which considers the Township's lack of programmed sewer and water infrastructure, advances compliance with the FHA while also advancing the goals of the SDRP listed above to conserve environmental resources and target development within centers and areas with existing or planned infrastructure.

**CONCLUSION**

The Township of Pittsgrove has consistently demonstrated good-faith efforts to create affordable units despite a shortage of public water and sanitary sewer for the provision of new residential development for inclusionary development. This Housing Element and Fair Share Plan establishes the mechanisms by which Pittsgrove proposes to address its Rehabilitation, Prior Round, Third Round, and Fourth Round obligations.

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX A

### Third Round Consent Order, Judgment of Compliance and Repose



**CRESSE AND CARR**  
COUNSELLORS AT LAW  
39 COOPER STREET  
P.O. Box 357  
WOODBURY, NEW JERSEY 08096  
856-845-0037

WARREN H. CARR  
JOHN G. CARR \*  
\* MEMBER NEW JERSEY  
AND FLORIDA BARS

WADSWORTH CRESSE, JR. (1910-1976)  
AMOS J. PEASLEE, JR. (1923-1989)  
FAX: 856-384-8778

September 15, 2015

Richard Hoff, Jr., Esquire  
Bisgaier Hoff, LLC  
35 Chestnut Street – Suite 3  
Haddonfield, NJ 08033

Kevin Walsh, Esquire  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, New Jersey 08002

Re: In the Matter of Application of the Township of Pittsgrove, County of Salem  
Docket No: SLM-L-30-09

Gentlemen:

Please find enclosed herewith a copy of the signed Order executed in this matter on September 14, 2015. I thank you for your courtesies in this matter.

Very truly yours,

CRESSE and CARR

John G. Carr, Esquire  
Solicitor, Pittsgrove Township

JGC/dls  
Enclosure  
cc: Steve Wymbs, Administrator



**FILED**

SEP 14 2015

Anne McDonnell, P.J.Ch.

**CRESSE & CARR**

39 Cooper Street

Woodbury, NJ 08096

(856) 845-0037

Attorneys for Declaratory Plaintiff, Twp. of Pittsgrove

By: John G. Carr, Esq. (Attorney ID: 009161994)

**IN THE MATTER OF THE  
APPLICATION OF THE TOWNSHIP  
OF PITTS GROVE, COUNTY OF  
SALEM**

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SALEM COUNTY  
DOCKET NO: SLM-L-30-09**

**Civil Case  
(Mount Laurel II)**

**CONSENT ORDER**

THIS MATTER having been opened to the Court by Cresse & Carr, John G. Carr, Esq. appearing on behalf of declaratory plaintiff, Township of Pittsgrove (hereinafter "the Township"); and the Pittsgrove Planning Board (hereinafter "Planning Board") having previously adopted a Housing Element and Fair Share Plan for all three housing cycles; and the Township having endorsed said plan and voluntarily filed said plan with the court for its approval; and COAH having failed to adopt new Round 3 regulations by the October 22, 2014 deadline established by the Supreme Court; and the Supreme Court having thereafter decided In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("In re COAH"); and the Supreme Court having determined that the task of implementing the Mount Laurel doctrine should revert from COAH to the courts because of COAH's failure to adopt new regulations by the deadline the Court imposed; and the Supreme Court having further emphasized the importance and value of voluntary municipal compliance (In re COAH, 221 N.J. at 34); and Pittsgrove Township having committed itself to comply voluntarily by filing a duly adopted affordable housing plan with the Court for its approval and through other means; and Dr.

David Kinsey, P.P., F.A.I.C.P. having prepared an expert report in the fall of 2014 for Fair Share Housing Center ("FSHC") in which he calculated the affordable housing obligations for all of the municipalities in New Jersey; and Dr. Kinsey having prepared the most recent version of that expert report in July of 2015; and said report having indicated that Pittsgrove Township had a rehabilitation obligation of zero, a Prior Round obligation of 58 and a Round 3 obligation of 14; and the Township having attached its affordable housing plan as an exhibit to the Amended Declaratory Judgment Complaint it submitted to the Court on June 12, 2015; and the Township having filed a motion for Temporary Immunity on that same day to protect the Township from all Mount Laurel lawsuits while the Court and its Master review an affordable housing plan; and the Township having indicated in its motion papers that it was willing to accept Dr. Kinsey's fair share numbers; and FSHC having filed a motion on July 8, 2015 to intervene in the Township's declaratory relief action; and the New Jersey Builder's Association ("NJBA") having appeared through counsel Richard Hoff, Esquire of the firm of Bisgaier Hoff having filed a motion on July 16, 2015 to intervene in the Township's declaratory relief action; and the Township having indicated its opposition to both motions; and FSHC, the NJBA and the Township having found common ground despite their differences; and the Township having indicated its willingness to make concessions in lieu of litigating its rights to settle its differences with FSHC and the NJBA; and the Township, FSHC and the NJBA having agreed to enter into this Consent Order in lieu of moving forward with FSHC's and the NJBA's motions; and FSHC and the NJBA having agreed to withdraw their motions upon the execution of this Consent Order; and the parties hereto having agreed that the Township's fair share obligation is 72 units consisting of: (a) a rehabilitation obligation of zero, (b) a Prior Round obligation of 58 and (c) a Round 3 obligation of 14; the Township having agreed to submit an amended Housing Element and Fair Share Plan (hereinafter "2015 Affordable Housing Plan") to the Court and its Master for review in draft



form by September 25, 2015 and in final adopted form by November 12, 2015 premised upon these numbers and standards; and it appearing that FSHC and the NJBA agree that the Township and the Township's Planning Board are entitled to immunity as described in this order below; and for good cause shown.

IT IS on this 14 day of September, 2015, ORDERED as follows:

1. The Township has reviewed the methodology of Dr. David Kinsey, P.P., F.A.I.C.P., and the resulting calculations of municipal Third Round Mount Laurel obligations and the Township recognizes and agrees that Dr. Kinsey's Third Round calculations are accurate and consistent with the Supreme Court's directive in In re COAH, supra, as Dr. Kinsey's methodology and calculations are consistent with the methodology utilized by the Council on Affordable Housing for the First and Second Rounds.

2. The Court hereby, with the consent of the Township FSHC and the NJBA, finds that the Township's fair share obligation is 72 units consisting of: (a) a rehabilitation obligation of zero, (b) a Prior Round obligation of 58 and (c) a Round 3 obligation of 14. If it is ultimately determined at a later date that Pittsgrove's Round 3 number is either greater or lesser than 14, that 14 will remain the final Round 3 number. The Court's endorsement of the municipality's fair share obligations through this order does not constitute a binding calculation of any other municipality's fair share obligation in the municipality's housing region, but shall bar any other interested party, including any municipality in the housing region, from asserting that Pittsgrove should be assigned a higher obligation during any proceeding involving fair share obligations. All municipalities in the housing region shall be provided notice of this agreement and the proposed hearing.

3. By September 25, 2015, the Township will submit a draft of its 2015 Affordable Housing Plan to both FSHC and the Court Master for review premised upon the provisions in paragraph 1.

4. By November 12, 2015, the 2015 Affordable Housing Plan shall be adopted by the Township's Planning Board, endorsed by the Township's Governing Body and submitted to the Court and its Master for final review and approval, and the Township will publish notice of the Compliance Hearing on the 2015 Affordable Housing Plan noted below including 45 days for public comment pursuant to the procedures for fairness hearings as specified in East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) and Morris County Fair Housing Council v. Booton Tp., 197 N.J. Super. 359 (Law Div. 1984).

5. The Court will conduct a Fairness Hearing to consider approval of this settlement, including the establishment of Third Round fair share obligations, within 60 days of the entry of this Order provided that the Township provides appropriate notice in conjunction with the hearing. The Township shall continue to move forward with drafting its 2015 Affordable Housing Plan during this time period.

6. The Court hereby finds that for the purposes of this settlement only the Township of Pittsgrove, the Governing Body of the Township of Pittsgrove and the Planning Board of the Township of Pittsgrove are entitled to immunity from all builder's remedy litigation for a period of five months from the date of the filing of the Township's Declaratory Judgment Complaint.

7. For the purposes of this settlement, the protections from builder's remedy litigation created by this Order shall remain in effect for five months from the date of filing of the Township's declaratory judgment action, through November 12, 2015, and the municipality may file a motion for an additional limited period of immunity from builder's remedy litigation upon the filing of its adopted fair share plan. Said motion for an extension of immunity shall be

made returnable within three weeks of November 12, 2015, with no adjournment of the return date permitted in the absence of consent or extraordinary circumstances, and immunity shall be continued between the filing of the motion for immunity and the return date.

8. FSHC and the NJBA hereby agree to withdraw their motion to intervene without prejudice upon and through the entry of this Order and to not seek to intervene in this matter for a period of five months from the date of the filing of the complaint in this matter.

9. Notwithstanding anything to the contrary, the parties to this Consent Order dispute each other's understanding of the law, but both have agreed that in lieu of litigating over the correct interpretation they are, for prudential reasons and in accordance with the principle in Mount Laurel jurisprudence that encourages settlement, entering into this settlement to avoid litigation and to redirect all public resources into compliance.

10. Counsel for the Township shall provide all parties on the Service/Notice List with a copy of this Order within seven (7) days of receipt.



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HON. ANNE MCDONNELL, P.J.Ch.



The forgoing Order is hereby consented to as to both form and entry.

**CRESSE & CARR**

By: 

John G. Carr, Esq.

9/11/15

**FAIR SHARE HOUSING CENTER**

By: 

Kevin D. Walsh, Esq.

9/10/2015

**NEW JERSEY BUILDER'S ASSOCIATION**

By: 

Richard J. Hoff, Esq.

9-11-15

**FILED****MAR 11 2016****Anne McDonnell, P.J.Ch.**

CRESSE and CARR  
 39 Cooper Street  
 Woodbury, NJ 08096  
 (856) 845-0037  
 Attorneys for Declaratory Plaintiff, Township of Pittsgrove  
 By: John G. Carr, Esquire (Attorney ID: 009161994)

	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: SALEM COUNTY
IN THE MATTER OF THE APPLICATION	:	DOCKET NO: SLM-L-30-09
OF THE TOWNSHIP OF PITTSBGROVE,	:	
COUNTY OF SALEM	:	Civil Case
	:	(Mount Laurel II)
	:	
	:	<b>JUDGMENT OF COMPLIANCE FOR</b>
	:	<b>THE TOWNSHIP OF PITTSBGROVE</b>

**THIS MATTER** having been opened to the Court by John G. Carr, Esquire of the firm of Cresse and Carr on behalf of Declaratory Plaintiff Pittsgrove Township (hereinafter "Township"), Robert A. Kasuba, Esquire of the firm of Bisgaier Hoff appearing on behalf of the New Jersey Builders League and Frank Banisch of Banisch Associates, Inc., Special Master appearing for an action seeking a Judgment of Compliance and Mount Laurel Relief on notice to all interested parties, and the Court having considered the moving papers, the Consent Order of September 14, 2015 in this matter, the 2015 Housing Element and Fair Share Plan for Pittsgrove Township authored by Elizabeth K. McManus, PP, AICP, LEED AP/PP, License No. 5915 (hereinafter "2015 Affordable Housing Plan") and Affidavit of Notice, and having considered the Special Master's Report prepared by Frank Banisch, Special Master, which report is dated January 11, 2016 and the Court having considered the papers filed in opposition to the Declaratory Complaint (if any), <sup>none</sup> and the Court having conducted a Compliance Hearing on January 12, 2016 to determine whether to approve the 2015 Affordable Housing Plan during which hearing testimony was taken, and expert report/s were considered, and the parties having decided to seek to amicably resolve matters prior to the start of the hearing, and the result of the settlement negotiations having resulted in a Consent Order of September 14, 2015 filed in the Superior Court of New Jersey, Law Division, Salem County in this matter (hereinafter "Consent Order"), and the Township Planning Board having adopted, and the Township governing body having endorsed the 2015 Affordable Housing Plan pursuant to applicable laws, and the 2015 Affordable Housing Plan having been submitted to the Court for final review and approval, and the Township having filed a Declaratory Judgment Action along with Motion for Temporary Immunity on the 12<sup>th</sup> day of June 2015 in response to the Supreme Court's March 10, 2015 decision In Re Adoption of N.J.A.C. 5:96 And 5:97 By N.J. Council On Affordable Housing, 221 N.J. 1 (2015)

("Mount Laurel IV"), and the Court having entered an Order on September 14, 2015, granting the Township of Pittsgrove temporary immunity, and the Court having scheduled this matter to consider whether or not the 2015 Affordable Housing Plan is fair and reasonable to low and moderate income households and to also consider approval of the Township's 2015 Affordable Housing Plan, and the Township having given proper notice and actual notice of the hearing to the entities on the Township's service list, and the Court Special Master having submitted a report on January 12, 2016 which report is dated January 11, 2016 titled "Compliance Report of the Special Master regarding the Housing Element and Fair Share Plan In the Matter of the Application of the Township of Pittsgrove" in which he concludes that (1) "Pittsgrove has adequately addressed its constitutional obligation regarding the provision of low and moderate income housing with a well prepared and comprehensive housing element and Fair Share Plan that addresses all relevant requirements" and (2) that the Township's 2015 Affordable Housing Plan should be approved by the Court and the relief sought should be granted pursuant to the January 12, 2016 hearing in this matter during which the Court Special Master's testimony was taken and the following Exhibits were marked into evidence:

**Exhibit P-1:** 2015 Housing Element and Fair Share Plan and Appendices for Pittsgrove Township, Salem County, New Jersey dated November 4, 2015;

**Exhibit P-2:** Certification relating to Notice by John G. Carr, Esquire;

**Exhibit P-3:** Compliance Report of the Special Master regarding the Housing Element and Fair Share Plan In the Matter of the Application of the Township of Pittsgrove, Docket No. SLM-L-30-09;

and no party at the hearing having objected to the fairness of the Consent Agreement or the determination of Prior Round compliance sought by the Township, and in view of the foregoing, the Court's review of the documents submitted into evidence during the Compliance Hearing, consideration of the comments of the Township's professionals, appearing interested parties, and consideration of the Court Master's report and testimony, and for good cause shown;

IT IS on this 11<sup>th</sup> day of March, 2016 **ORDERED** as follows:

1. The Court finds and determines pursuant to judicial standards that the Township of Pittsgrove has satisfied its obligation to provide notice via mail and publication of the Compliance Hearing related to this matter.



2. The Township's 2015 Housing Element and Fair Share Plan and Appendices prepared by Elizabeth K. McManus dated November 4, 2015, and entered into evidence during the Compliance Hearing on January 17, 2016 as Exhibit P-1, is not in violation of any Federal, State, Regional or local law or policy, satisfies the Township's Present Need, Prior Round Obligation and Prospective Need Obligation, and, subject to the conditions herein, is hereby approved by the Court.

3. The Township of Pittsgrove is determined to have a Fair Share Obligation as follows: (a) a Present Need of Zero; (b) a Prior Round Obligation of 58 (c) and a Prospective Need of 14.

4. The Prior Round Obligation has been satisfied via the following affordable housing strategies:

Prior Round: 58						
Name	Program Type	Unit Type	Sale / Rental	Units	Rental Bonus Credits	Credits
Credits without Controls	Credits without Controls	Not applicable	n/a	49	0	49
PAFACOM Group Home: Morton Ave.	Prior Cycle Credits	Special Needs	n/a	4	0	4
PAFACOM Group Home: Jesse Bridge Rd.	Special Needs	Special Needs	Rental	3	2	5
Total				56	2	58

5. The Prospective Need has been satisfied via the following affordable housing strategies:

Prospective Need: 14						
Name	Program Type	Unit Type	Sale / Rental	Units	Bonus Credits	Credits
PAFACOM Group Home: Jesse Bridge Rd.	Special Needs	Special Needs	Rental	1	1*	2
Habitat for Humanity: Maple Rd.	Municipal Sponsored	Family	Sale	1	0	1
Briar Hill Estates	Inclusionary Zoning	Family	Sale	3	0	3

Accessory Apartments	Accessory Apartments	Family	Rental	5	0	5
Habitat for Humanity: Gershal Ave.	Municipal Sponsored	Family	Sale	2	1*	3
Total				12	2	14

\* The Jesse Bridge Rd. group home is eligible for one (1) rental bonus credit; the Gershal Avenue Habitat for Humanity project is eligible for one (1) redevelopment bonus credit.

6. Within 60 days the Township shall adopt the Accessory Apartment Ordinance and Affordable Housing Ordinance in forms substantially similar to that which were contained in the 2015 Fair Share Plan Appendices.

7. Subject to the conditions herein, the Township of Pittsgrove is determined to have fully satisfied its Mount Laurel obligation and is therefore entitled to this Final Judgment of Compliance and Repose and shall receive immunity from Mount Laurel Lawsuits for a period of 10 years from the entry of this order.

8. Counsel for the Township of Pittsgrove shall forward a copy of this Order to the Special Master and appearing counsel within seven (7) days of receipt from the Court.

9. A copy of the report and documents submitted the Court shall be retained by the Pittsgrove Township Clerk made available on request for inspection by any interested party.



Hon. Anne McDonnell, P.J.Ch.

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## **APPENDIX B**

### **Fourth Round Declaratory Judgment Filing, Binding Resolution**



**SURENIAN, EDWARDS, BUZAK & NOLAN LLC**

311 Broadway, Suite A

Point Pleasant Beach, NJ 08742

(732) 612-3100

By: Nancy L. Holm, Esq. (Attorney ID: 013442006)

*Attorneys for Declaratory Plaintiff, Township of Pittsgrove*

**IN THE MATTER OF THE  
APPLICATION OF THE TOWNSHIP OF  
PITTS GROVE, COUNTY OF SALEM,  
STATE OF NEW JERSEY**

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SALEM COUNTY**

DOCKET NO.: SLM-L-\_\_\_\_

CIVIL ACTION  
AFFORDABLE HOUSING DISPUTE  
RESOLUTION PROGRAM  
PER DIRECTIVE # 14-24

**COMPLAINT FOR DECLARATORY  
RELIEF PURSUANT TO AOC  
DIRECTIVE # 14-24**

Declaratory Plaintiff, the Township of Pittsgrove, County of Salem, State of New Jersey (hereinafter, “Pittsgrove” or the “Township”), a municipal corporation of the State of New Jersey, with principal offices located at 989 Centerton Road, Pittsgrove, New Jersey 08318, by way of this Declaratory Judgment Action (“DJ Action”) as authorized under Directive # 14-24 of the Administrative Office of the Courts (“AOC”) alleges and says:

***Background***

- 1.** The Township of Pittsgrove is a municipal corporation of the State of New Jersey.
- 2.** The Planning Board of the Township of Pittsgrove (hereinafter, “Planning Board”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), and, among other duties and obligations, is responsible for adopting the Fourth Round Housing Element and Fair Share Plan (“HEFSP”) of Pittsgrove’s Master Plan.

3. Through this DJ Action, Pittsgrove seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Dispute Resolution Program (the “Program”) pursuant to P.L. 2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to AOC Directive # 14-24; (b) to have the Program and the Court approve the Township of Pittsgrove’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve the Township’s HEFSP to be adopted by the Planning Board and endorsed by the Township Committee and issue a conditional or unconditional “Compliance Certification” pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Pittsgrove’s immunity from all exclusionary zoning litigation, including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of the Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receives and obtains all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

## **COUNT I**

### **ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2**

4. The Township of Pittsgrove repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et. seq.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the AOC (hereinafter, “Director”) to create a framework to process applications for a compliance certification.

7. On or about December 19, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a Declaratory Judgment Complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. The Township adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based upon the foregoing, the Township has established the jurisdiction of the Program and the Court in regard to this DJ Action for a Compliance Certification as set forth hereinafter.

**WHEREFORE**, the Township of Pittsgrove seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

- b.** Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c.** Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;
- d.** Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;
- e.** Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Pittsgrove for the period beginning July 1, 2025 and ending June 30, 2035; and

- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

## **COUNT II**

### **DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF PITTSBGROVE**

**10.** Pittsgrove repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

**11.** The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

**12.** The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued no later than October 20, 2024.

**13.** The DCA issued its report on October 18, 2024.

**14.** Pursuant to the October 18, 2024 report, the DCA calculated Pittsgrove's present and prospective affordable housing obligations as follows:

<b>FOURTH ROUND PRESENT NEED (REHABILITATION) OBLIGATION</b>	<b>FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)</b>
25	12



**15.** Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

**16.** Pittsgrove adopted a binding resolution, a copy of which resolution is attached hereto and made a part hereof as **Exhibit 1** to this DJ Action.

**17.** The binding resolution maintains that Pittsgrove’s Round 4 (2025-2035) Present Need (Rehabilitation) Obligation is 25 and its Prospective Need (“New Construction”) Obligation is 12.

**18.** Pittsgrove seeks the approval of, and confirmation by, the Program and the Court of the Round 4 (2025-2035) Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1**, or the adjustment of those obligations consistent with the Act and all applicable regulations.

**19.** Pursuant to the binding resolution, the Township of Pittsgrove reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

**20.** Pursuant to the binding resolution, Pittsgrove specifically reserves the right to seek and obtain 1) a windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any

ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

**WHEREFORE**, the Township of Pittsgrove seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;
- e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Pittsgrove for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

### **COUNT III**

#### **APPROVAL OF TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN**

**21.** The Township of Pittsgrove repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

**22.** Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, "HEFSP") must be prepared, adopted by the Planning Board and endorsed by the municipality by June 30, 2025.

**23.** Pittsgrove hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an

adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable regulations.

**WHEREFORE**, the Township of Pittsgrove seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon

any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

- d.** Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e.** Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Pittsgrove for the period beginning July 1, 2025 and ending June 30, 2035; and
- f.** Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

#### **COUNT IV**

#### **CONFIRMATION OF IMMUNITY**

**24.** The Township of Pittsgrove repeats and realleges each and every allegation set forth in the previous paragraphs of this Declaratory Judgment Complaint as if set forth herein in full.

**25.** Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

**26.** The Township of Pittsgrove has met the deadline for the adoption and filing of its binding resolution not later than January 31, 2025, and the filing of this DJ Action in accordance

with AOC Directive #14-24 not later than February 3, 2025, by adopting the binding resolution attached to this DJ Action as **Exhibit 1**, and has also committed to the adoption of its HEFSP by June 30, 2025.

**WHEREFORE**, the Township of Pittsgrove seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Committee, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vii) any

other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;
- e. Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Pittsgrove for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

**SURENIAN EDWARDS BUZAK & NOLAN LLC**  
Attorneys for Declaratory Plaintiff, Township of Pittsgrove

By: \_\_\_\_\_

Nancy L. Holm, Esq.

Dated: January 24, 2025



**CERTIFICATION PURSUANT TO R. 4:5-1**

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Pittsgrove.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**SURENIAN EDWARDS BUZAK & NOLAN LLC**  
Attorneys for Declaratory Plaintiff, Township of Pittsgrove

By: 

Nancy L. Holm, Esq.

Dated: January 24, 2025

**CERTIFICATION PURSUANT TO R. 1:38-7(b)**

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Pittsgrove.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**SURENIAN EDWARDS BUZAK & NOLAN LLC**  
Attorneys for Declaratory Plaintiff, Township of Pittsgrove

By: 

Nancy L. Holm, Esq.

Dated: January 24, 2025

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, notice is hereby given that Nancy L. Holm, Esq., attorney for the Declaratory Plaintiff, Township of Pittsgrove is designated as trial counsel in the above captioned matter.

**SURENIAN EDWARDS BUZAK & NOLAN LLC**  
Attorneys for Declaratory Plaintiff, Township of Pittsgrove

By: 

Nancy L. Holm, Esq.

Dated: January 24, 2025



**EXHIBIT 1****Resolution No. 35-2025****RESOLUTION****Of The Township Of Pittsgrove  
In The County Of Salem, State Of New Jersey****RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PITTSBORO COMMITTING TO ROUND 4 (2025 to 2035) PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS PURSUANT TO THE FAIR HOUSING ACT AS CALCULATED BY THE NJ DCA -- PRESENT NEED OR REHABILITATION OBLIGATION OF 25 AND A PROSPECTIVE NEED OR NEW CONSTRUCTION OBLIGATION OF 12**

**WHEREAS**, the Township of Pittsgrove (hereinafter the "Township" or "Pittsgrove") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on June 12, 2015, the Township of Pittsgrove filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

**WHEREAS**, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

**WHEREAS**, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

**WHEREAS**, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the Fourth Round affordable housing obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

**WHEREAS**, the DCA Report calculates the Township's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 25 and a Prospective Need (New Construction) Obligation of 12; and

**WHEREAS**, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025", a deadline which was later extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

**WHEREAS**, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA estimate of need as described in the DCA Report; and

**WHEREAS**, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

**WHEREAS**, the Township's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and



**WHEREAS**, in addition to the foregoing, the Township specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

**WHEREAS**, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this Resolution and commitment, as may be necessary, in the event of a successful challenge to the Amended FHA in the context of the case The Borough of Montvale v. the State of New Jersey (MER-L-1778-24), any other such action challenging the Amended FHA, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of the Amended FHA; and

**WHEREAS**, in addition to the foregoing, the Township reserves the right to take a position that its Fourth Round Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

**WHEREAS**, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Township's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

**WHEREAS**, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 on December 19, 2024; and

**WHEREAS**, pursuant to Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

**WHEREAS**, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

**WHEREAS**, the Township seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

**WHEREAS**, in light of the above, the Mayor and Township Committee finds that it is in the best interest of the Township to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

**NOW, THEREFORE, BE IT RESOLVED** on this 22<sup>nd</sup> day of January 2025, by the Township Committee of the Township of Pittsgrove, Salem County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and Township Committee hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 25 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 12 as described in this

Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

- a) The right to adjust the Township's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and
- b) The right to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and
- c) The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the Township's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's (AOC) Directive #14-24 issued on December 19, 2024, the Township hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the Township's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

ATTEST:

Charlet Cheeseman  
Charlet Cheeseman, Municipal Clerk

Fiore J. Copare  
Fiore J. Copare, MD, Mayor

January 22, 2025  
Date

Roll Call:

Harz	<u>Aye</u>
Schmidt	<u>Aye</u>
Spinelli	<u>Absent</u>
Yeagle	<u>Aye</u>
Copare	<u>Aye</u>

**CERTIFICATION**

I, the Municipal Clerk of the Township of Pittsgrove, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Township of Pittsgrove, held this 22<sup>nd</sup> day of January, 2025.

1/22/2025  
Date

Charlet Cheeseman  
Municipal Clerk



**Resolution No. 35-2025****RESOLUTION****Of The Township Of Pittsgrove  
In The County Of Salem, State Of New Jersey****RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PITTSBORO COMMITTING TO ROUND 4 (2025 to 2035) PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS PURSUANT TO THE FAIR HOUSING ACT AS CALCULATED BY THE NJ DCA -- PRESENT NEED OR REHABILITATION OBLIGATION OF 25 AND A PROSPECTIVE NEED OR NEW CONSTRUCTION OBLIGATION OF 12**

**WHEREAS**, the Township of Pittsgrove (hereinafter the "Township" or "Pittsgrove") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on June 12, 2015, the Township of Pittsgrove filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

**WHEREAS**, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

**WHEREAS**, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

**WHEREAS**, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the Fourth Round affordable housing obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

**WHEREAS**, the DCA Report calculates the Township's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 25 and a Prospective Need (New Construction) Obligation of 12; and

**WHEREAS**, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025", a deadline which was later extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

**WHEREAS**, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA estimate of need as described in the DCA Report; and

**WHEREAS**, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

**WHEREAS**, the Township's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and



**WHEREAS**, in addition to the foregoing, the Township specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

**WHEREAS**, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this Resolution and commitment, as may be necessary, in the event of a successful challenge to the Amended FHA in the context of the case The Borough of Montvale v. the State of New Jersey (MER-L-1778-24), any other such action challenging the Amended FHA, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of the Amended FHA; and

**WHEREAS**, in addition to the foregoing, the Township reserves the right to take a position that its Fourth Round Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

**WHEREAS**, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Township's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

**WHEREAS**, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 on December 19, 2024; and

**WHEREAS**, pursuant to Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

**WHEREAS**, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

**WHEREAS**, the Township seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

**WHEREAS**, in light of the above, the Mayor and Township Committee finds that it is in the best interest of the Township to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

**NOW, THEREFORE, BE IT RESOLVED** on this 22<sup>nd</sup> day of January 2025, by the Township Committee of the Township of Pittsgrove, Salem County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and Township Committee hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 25 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 12 as described in this



Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

- a) The right to adjust the Township's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and
- b) The right to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and
- c) The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the Township's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's (AOC) Directive #14-24 issued on December 19, 2024, the Township hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the Township's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

ATTEST:

Charlet Cheeseman  
Charlet Cheeseman, Municipal Clerk

Fiore J. Copare  
Fiore J. Copare, MD, Mayor

January 22, 2025  
Date

Roll Call:

Harz	<u>Aye</u>
Schmidt	<u>Aye</u>
Spinelli	<u>Absent</u>
Yeagle	<u>Aye</u>
Copare	<u>Aye</u>

**CERTIFICATION**

I, the Municipal Clerk of the Township of Pittsgrove, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Township of Pittsgrove, held this 22<sup>nd</sup> day of January, 2025.

1/22/2025  
Date

Charlet Cheeseman  
Municipal Clerk

# Civil Case Information Statement

## Case Details: SALEM | Civil Part Docket# L-000020-25

**Case Caption:** IN THE MATTER OF PITTSBGROVE TWP  
**Case Initiation Date:** 01/24/2025  
**Attorney Name:** NANCY L HOLM  
**Firm Name:** SURENIAN, EDWARDS, BUZAK & NOLAN LLC  
**Address:** 311 BROADWAY STE A  
 POINT PLEASANT BEACH NJ 08742  
**Phone:** 7326123100  
**Name of Party:** PLAINTIFF : Township of Pittsgrove  
**Name of Defendant's Primary Insurance Company**  
 (if known): None

**Case Type:** AFFORDABLE HOUSING  
**Document Type:** Complaint  
**Jury Demand:** NONE  
**Is this a professional malpractice case?** NO  
**Related cases pending:** NO  
**If yes, list docket numbers:**  
**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO  
**Does this case involve claims related to COVID-19?** NO  
**Are sexual abuse claims alleged by: Township of Pittsgrove?** NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category:** Putative Class Action? NO Title 59? NO Consumer Fraud? NO Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

01/24/2025  
 Dated

/s/ NANCY L HOLM  
 Signed

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX C

### AWS Foundation Group Home Documentation



## Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: PittsgroveCounty: Salem

Sponsor: \_\_\_\_\_

Developer: \_\_\_\_\_

Block: 2901 Lot: 15 Street Address 1381 Morton Avenue  
Pittsgrove, NJ 08318Facility Name: PAFACOM, Inc.**Type of Facility:**

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: \_\_\_\_\_

**Sources of funding committed to the project (check all that apply):**

- ☒ Capital funding from State – Amount \$ 169,305.47
- ☐ Balanced Housing – Amount \$ \_\_\_\_\_
- ☐ HUD – Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank – Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration – Amount \$ \_\_\_\_\_
- ☐ Development fees – Amount \$ \_\_\_\_\_
- ☐ Bank financing – Amount \$ \_\_\_\_\_
- ☐ Other – Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects# of total bedrooms 4# of low-income residents 8

# of moderate-income residents \_\_\_\_\_

# of market residents \_\_\_\_\_

**Residents qualify as low or moderate income?**x Yes      \_\_\_ No

Length of Controls: \_\_\_\_\_ years

Effective Date of Controls: \_\_/\_\_/\_\_

Expiration Date of Controls: \_\_/\_\_/\_\_

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

☐ CO Date: \_\_/\_\_/\_\_

Indicate licensing agency:

☒ DDD    ☐ DMHS    ☐ DHSS    ☐ DCAInitial License Date: 9/27/04Current License Date: 1/31/06**The following verification is attached:**

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☒ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older?   x   Yes      No

Age-restricted?      Yes   x   No (55 years and older)

Population Served (describe): Developmentally disabled adults

Accessible (in accordance with NJ Barrier Free Subcode)? x Yes \_\_\_ No


Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): \_\_\_\_\_

## CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  7/8/07  
Project Administrator Date

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
Municipal Housing Liaison

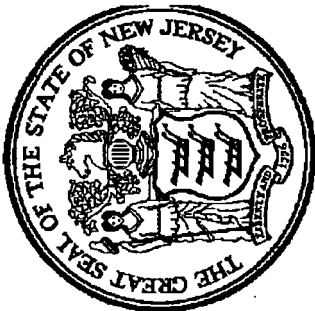
PURCHASE MONEY MORTGAGE

MORTGAGE made this 6th day of February, 1985,  
between the Mortgagor, Vineland Developmental Center Parents &  
Friends Association, 1944 E. Landis Ave., Vineland, NJ 08360,  
and the Mortgagee, the State of New Jersey, Department of Human  
Services, 222 South Warren St.,  
Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the  
sum of One hundred forty thousand, Six hundred four and dollars  
(\$ 140,604.47), which indebtedness is evidenced by a promissory<sup>47/100</sup>  
note dated February 6, 19 85, and by a certain agreement dated  
August 27, 1984;

THEREFORE to secure the indebtedness of \$ 140,604.47  
lawful money of the United States, to be paid in accordance with  
the aforesaid agreement, the Mortgagor does hereby mortgage the  
following described property located in the Township of  
Pittsgrove, County of Salem,  
State of New Jersey, and more particularly described in Exhibit A  
annexed hereto and made a part hereof, the aforesaid property being  
designated as Block #88 ( ), Lot #3-D  
( ), on the tax map of said Township, and having  
a street address of Morton Ave., Box 188, Pittsgrove Township,  
Elmer, NJ 08318.

License Number GH148



*State of New Jersey*  
**DEPARTMENT OF HUMAN SERVICES**  
**GROUP HOME**  
**LICENSE**

This is to certify that 1381 MORTON AVENUE  
R.D. #4 - P.O. BOX 188  
PITTSBURGH TOWNSHIP, NJ 08318

Operated by **PAFACOM, INC.**

Having met the requirements of the New Jersey Statute,  
P.L. 1977, c. 448,  
and the regulations of this Department, is hereby licensed as a

GROUP HOME (type of residence)	for	8	Individuals (number)
from	effective to	10/31/2007	(expiration date)
		10/31/2006	(date issued)

A handwritten signature in black ink, appearing to read 'Clarke Bruno'.

Clarke Bruno, Acting Commissioner, Department of Human Services



1381 Morton Ave

8/27/84

AMENDMENT TO THE AGREEMENT  
OF COMMUNITY RESIDENTIAL FACILITY PROGRAM  
BETWEEN  
THE DEPARTMENT OF HUMAN SERVICES  
AND

Vineland Developmental Center Parents  
and Friends Association  
RD 2 Box 470 Morton Avenue  
Pittsgrove Township NJ

The amount of the Agreement dated August 27, 1984 is  
increased from \$ 137,990.00 to \$ 140,604.47.  
This increase is due to additional costs for the renovations.

occupied  
7/85

\_\_\_\_\_  
*Geoffrey L. Dickerson*  
Authorized State Representative

\_\_\_\_\_  
*William L. Larson*  
Authorized Agency Representative

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICESSTANDARD LANGUAGEFUNDING AGREEMENT FOR CONSTRUCTION, PURCHASE, OR  
PURCHASE AND RENOVATION OF COMMUNITY-BASED FACILITIESTABLE OF CONTENTSI. DEFINITIONS

Agreement	1
Agreement Ceiling	1
Agreement Funds	2
Annex(es)	2
Community-Based	2
Current Fair Market Value	2
Days	3
Department Clients	3
Division	3
Facility	3
Mortgage	3
Notice	3
Project	3
Project Expenditures	3
Project Period	4
State	4
Total Project Cost	4

II. BASIC OBLIGATIONS OF THE DEPARTMENT

2.01 Payment	4
2.02 Inspection and Monitoring	4
2.03 Referenced Materials	4

III. BASIC OBLIGATIONS OF THE AGENCY

3.01 Project Implementation and Completion	4
3.02 Expenditure of Agreement Funds	5
3.03 Mortgage	5
3.04 Matching Funds	5
3.05 Facility Restrictions	5
3.06 Project Director	6
3.07 Documents and Information	6
3.08 Compliance with Laws	6

IV.	<u>SERVICE CONTRACT</u>	6
V.	<u>MORTGAGE</u>	
	5.01 Mortgage Execution	7
	5.02 Mortgage Satisfaction	8
VI.	<u>PAYMENT</u>	
	6.01 General Payment Obligation	9
	6.02 Method and Schedule of Payment	9
	6.03 Payments Conditional	9
VII.	<u>BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT</u>	
	7.01 Books and Records	9
	7.02 Reporting Requirements	10
	7.03 Visitation and Inspection	10
	7.04 Audit	10
VIII.	<u>AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT</u>	
	8.01 Agreement Term	11
	8.02 Project Period	12
	8.03 Amendments and Modifications	12
	8.04 Closeout	12
IX.	<u>DEFAULT</u>	
	9.01 Causes	12
	9.02 Procedures	14
	9.03 Remedy	14
X.	<u>MISCELLANEOUS</u>	
	10.01 Assignment and Subcontracts	15
	10.02 Procurement	15
	10.03 Insurance	15
	10.04 Indemnification	16
	10.05 Insufficiency of Funds	16
	10.06 Exercise of Rights	17
	10.07 Application of New Jersey Law	17
	10.08 Title to Facility	17
	10.09 Renewability	17
	<u>AGREEMENT SIGNATURES AND DATE</u>	18

AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for the construction, purchase, or purchase and renovation of Community-Based facilities for certain Department Clients; and

WHEREAS the Department has established a capital funding program to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible and desires to utilize funding under the aforementioned appropriations;

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Agreement means this document, the Annex(es), all additional appendices and attachments (including the Mortgage and any approved assignments, subcontracts, amendments and modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties.

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of funding committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment(s) to this document containing at least the following information: a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or the Division and subsequent to any required licensure. Copies of the forms of the mortgage and promissory note to be executed pursuant to Section 5.01 Mortgage Execution are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Current Fair Market Value means the value of the Facility as determined by a reputable real estate appraiser approved by the Department. All appraisals must be independent of any influence either by the Agency or the Department. When used in connection with the satisfaction of the Mortgage, the Current Fair Market Value must be determined as close in time as possible to the date of such satisfaction.

Days means calendar days.

Department Clients means, as appropriate, clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means, as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, purchased, or purchased and renovated in whole or in part under this Agreement and includes the land on which such building is situated.

Mortgage means the mortgage or mortgages executed pursuant to Section 5.01 Mortgage Execution and also includes the promissory note(s) secured by such mortgage(s).

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for construction, purchase, or purchase and renovation of a Community-Based facility for Department Clients and may include acquisition of land for such purpose. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditures (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which spans the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement, as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

## III. BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the schedule outlined in the Annex(es).



Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Mortgage. The Agency shall execute and satisfy a Mortgage in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications, and the source(s) and amount(s) of such match shall be recorded in the Annex(es).

Section 3.05 Facility Restrictions. The Agency shall maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period constitutes the Agreement term and is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of 1964, as amended; P.L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap; the federal Age Discrimination Act of 1975; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

#### IV. SERVICE CONTRACT

The execution of this Agreement shall require execution of separate contract(s) or affiliation agreement(s) for the provision of services in the Facility. The parties to such service contract(s)

or agreement(s) shall be the Division and the Agency or, alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

This Article, in conjunction with Section 3.05 Facility Restrictions, binds the Agency to make the Facility available for the provision of Department-approved services for the entire term of the Agreement. This Article shall not be construed, however, to obligate the Division or the Department to continue to fund such services throughout the Agreement term. The Division may choose or may be forced to discontinue such funding; and such discontinuance may, at the option of the Department, result in termination of this Agreement. Should such termination occur, the Department may act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

#### V. MORTGAGE

Section 5.01 Mortgage Execution. The Agency shall execute and deliver to the Department a promissory note and a mortgage against the Facility. Execution of such documents shall be authorized by a resolution of the Agency's governing body. The amounts of both the note and the Mortgage shall be equal to the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as budgeted in the Annex(es), an additional note and an additional mortgage shall be executed by the Agency in the amount actually paid or approved for payment in excess of the original Agreement Ceiling. The original Mortgage and any additional Mortgage shall be filed by the Agency for recording in the county in which the Facility is located, and proof of such filing shall be delivered to the Department within seven Days thereafter. The original Mortgage and any additional Mortgage shall continue in full force and

amount until or unless the Department acts in accordance with any of its options set forth in Section 5.02 Mortgage Satisfaction.

Section 5.02 Mortgage Satisfaction. The Department may, upon expiration or termination of the Agreement, exercise any of the following options:

- (a) If the Agreement Ceiling equals the Total Project Cost, the Department may require that the Agency transfer the Facility's title either to the Department or to an entity designated by the Department.
- (b) If the Agreement Ceiling is less than the Total Project Cost, the Department may pay the Agency for the Agency's interest in the Facility, and upon such payment the Agency shall transfer the Facility's title either to the Department or to an entity designated by the Department. In such case, the amount of the Department's payment to the Agency shall be calculated by multiplying the Current Fair Market Value of the Facility by the percentage of the original investment represented by Agency funds.
- (c) Regardless of the relationship of the Agreement Ceiling to the Total Project Cost, the Department may require payment by the Agency to satisfy the Mortgage. If the Agency must sell the Facility in order to satisfy the Mortgage, and if the proceeds of such sale are less than the amount of the Mortgage, the Department's fair share of such proceeds may be deemed to satisfy the Agency's indebtedness under the Mortgage. The Department's fair share of the sale proceeds shall be the same percentage as the percentage of the original investment represented by Department funds. No amount less than the full amount of the Mortgage shall be deemed to satisfy the Agency's indebtedness to the

Department unless the Agency furnishes the Department with an appraisal indicating the Current Fair Market Value at the time of such sale and unless the Department is satisfied that the sale price was reasonable in light of such appraisal.

## VI. PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

## VII. BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the

Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this Agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement or ten years after completion of the Project, whichever is later. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

- 11 -

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this from occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including, but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private auditing firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII. AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Department and the Agency retain the right, during the Agreement term, to terminate this Agree-



ment upon six months' Notice to the other. Should such termination occur, the Department may act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

Section 8.02 Project Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents identified in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the exception of the Mortgage, shall be settled as accurately as possible within 90 Days after expiration of the Project Period and shall be settled finally based upon the findings of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90-Day closeout period. The Mortgage shall be satisfied in accordance with Section 5.02 Mortgage Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

## IX. DEFAULT

Section 9.01 Causes. The occurrence of any of the following shall be considered by the Department as Agency default of this Agreement:

- (a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);
- (b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) for Project implementation and completion;
- (c) any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);
- (d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;
- (e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;
- (f) Agency allowance, in the absence of Departmental approval, of the placement of any lien, mortgage or other encumbrance on the Facility during the term of this Agreement, other than as provided for in Section 5.01 Mortgage Execution or identified in the Annex(es);
- (g) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;
- (h) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency, its

officers, trustees, directors or employees in any assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

- (i) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officers, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;
- (j) any Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement, including any failure to maintain an approved use of the Facility pursuant to Section 3.05 Facility Restrictions.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department shall give Notice to the Agency that it is in default of this Agreement and shall elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department shall act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency, should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X. MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, nor may the Agency sell or transfer title to the Facility, except as may be provided within the terms of this Agreement or with the prior written approval of the Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction or renovation of the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department and indicated in the Annex(es):

- (a) workers' compensation;
- (b) general liability, including completed operations, broad form property damage and broad form contractual coverage;
- (c) fire insurance with extended coverage, such coverage to be equal to the replacement value of the Facility without any co-insurance; and

(d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Notwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 10.07 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) governing the Department's liability in any dispute that may arise under this Agreement.

Section 10.08 Title to Facility. The title to the Facility shall be and remain in the Agency until such time as the Agreement has expired or been terminated for any reason. At such time, the Department's choosing of certain options set forth in Section 5.02 Mortgage Satisfaction may result in transfer of the Facility's title either to the Department or to an entity designated by the Department.

Section 10.09 Renewability. Upon expiration of the Agreement term specified in the Annex(es), this Agreement may be renewed only on the condition that such renewal is desired and its terms are fully agreed upon by both the Department (or its successor) and the Agency in a renewal agreement. Nothing either explicit or implicit in this Agreement shall be construed as granting to the Agency an automatic right of renewal. The Department reserves the right, for any reason whatsoever, to refrain from renewing this Agreement.

Should the Agreement be renewed in accordance with the terms of this section, the Mortgage shall also be renewed; and the Agency's liability to satisfy the Mortgage shall continue under and be governed by the renewal agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

BY:

*Samuel J. Bailey*  
Assistant Commissioner, New Jersey  
Department of Human Services

BY:

*Clive R. Conover* L.S.  
Authorized Agency Representative

NAME: Clive R. ConoverTITLE: Executive DirectorAGENCY: VDC Parents & Friends AssociationADDRESS: 1944 E. Landis Ave.Vineland, NJ 08360

AGREEMENT DATED:

August 27, 1984



COMMUNITY RESIDENTIAL FACILITY GRANT PROGRAM  
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL RETARDATIONANNEX A - PROJECT SUMMARY

1. This Agreement commences on 8/27/84 and expires on 8/26/2004.
2. Legal Name of Agency: Vineland Developmental Center Parents & Friends Assoc
3. Agency Address (include P.O. box, city, state, zip code, county):  
1944 E. Landis Avenue  
Vineland, N.J. 08360
4. Date of Agency Incorporation: April 28, 1970
5. Federal I.D. Number: 23-7085029
6. Project Location (street address, city, state, county):  
RD. #2, Box 470, Morton Avenue  
Pittsgrove Township, N.J.  
Salem County
7. Project Scope:  
☒ Purchase ☐ Land ☒ Existing Building(s)  
☒ Renovation ☐ Expansion of Existing Facility  
☐ New Construction ☐ Equipment
8. The Project Period commences on 8/27/84 and expires on 11/26/84.
9. Project Director: \_\_\_\_\_
10. Agency officer authorized to sign this and other documents:  
Name: Clive R. Conover  
Address: SAME  
Phone: \_\_\_\_\_
11. Persons to whom Notices shall be directed:
  - a. Agency  
Name: Clive R. Conover  
Address: SAME
  - b. Department  
Name: Erika T. Loyko  
Address: Dept. Human Services  
Div. of Mental Retardation  
222 S. Warren Street - 3rd f  
Trenton, N.J. 08625

COMMUNITY RESIDENTIAL FACILITY GRANT PROGRAM  
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL RETARDATION

ANNEX A - ATTACHMENT A: DUTIES AND RESPONSIBILITIES OF PROJECT DIRECTOR

The project Director of Vineland D.C. Parents & Friends Assoc. is responsible for (1) reporting the progress of the renovations and related work to the Department through the Program Development Unit, DMR; (2) paying all contractor's and other bills as appropriate; (3) submitting the invoices to the State for payment as per the Schedule in Annex C of this Agreement; (4) verifying that the work is completed as approved by the Department.

COMMUNITY RESIDENTIAL FACILITY GRANT PROGRAM  
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL RETARDATION

ANNEX C - PROJECT PROGRESS AND PAYMENT: PURCHASE AND RENOVATION

1. Reports and Inspections

- A. The Agency will report Project progress and expenditures as requested, but not less frequently than monthly, to the Department through the Office of Resource Development, Division of Mental Retardation.
- B. The Department will make periodic site inspections as necessary. At minimum, the following inspections will be made:
- 1) site inspection prior to purchase of facility
  - 2) renovation inspection at 50% completion
  - 3) final inspection upon completion of Project, prior to final payment of Grant

2. Payment of Grant Funds by the Department to the Agency

- A. Upon commencement of the Agreement, the Department will make an initial payment of the following budgeted costs as specified:

	<u>AMOUNT TO BE PAID</u>	<u>% OF BUDGETED AMOUNT (PER ANNEX B)</u>
1) Purchase of facility	\$115,000.00	100 %
2) Closing costs	\$ 1,990.00	100 %
3) Architect	\$ 1,650.00	100 %
4) Renovations	\$ 2,557.50	15 %
5) Appliances	\$ 2,300.00	100 %
Total to be paid	<u>\$123,497.50</u>	<u>100 %</u>

- B. Subsequently, upon receipt from the Agency of billings and written verification of the percentage of the Project completed to date, the Department will pay renovation costs as follows:

<u>% OF PROJECT COMPLETED</u>	<u>% OF BUDGETED RENOVATIONS AMOUNT (PER ANNEX B) TO BE PAID</u>	<u>DOLLAR AMOUNT TO BE PAID</u>
1) 50%	30 %	\$ 5,115.00
2) 100%	45 %	\$ 7,672.50

An adjustment based on actual costs may be made in the second payment to compensate for any previous over- or underpayment made based on estimated costs.

- C. Subsequent to the final inspection required in 1B3 above, the Department will pay the remainder of the documented approved Project costs up to, but not to exceed, the Agreement Ceiling.

COMMUNITY RESIDENTIAL FACILITY GRANT PROGRAM  
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL RETARDATION

ANNEX 3 - DESCRIPTION OF SERVICES TO BE DELIVERED IN FACILITY

The Agency shall maintain the Facility as a licensed community residence for the Developmentally Disabled housing 8 persons. The Facility shall provide food, shelter and personal guidance for Developmentally Disabled persons who require assistance, temporarily or permanently, in order to live independently in the community.

**schedule c****Land  
Description****Number  
VL 308291**

ALL that certain tract or parcel of land and premises, situate, lying and being in the Township of Pittsgrove, in the County of Salem and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the center line of Morton Avenue, said point being in the division line between lots 13 and 14 and extending thence (1) South 53 degrees 55 minutes West along said division line 797.34 feet to a point in line of lands now or formerly Laura Whitson; thence (2) North 82 degrees 30 minutes East along said line of lands now or formerly of Laura Whitson and line of lands now or formerly Florence M. Dunham and now or formerly Arthur P. Schalick 908 feet to a point in the center line of Morton Avenue; thence (3) North 36 degrees 05 minutes West along the said center line of Morton Avenue 434.43 feet to the first mentioned point and place of Beginning.

BEING Lot 14 as shown on Plan of Lakeside Park at Centerton.

BEING Lot 3-D, Block 88 on the Tax Map of the Township of Pittsgrove, in accordance with provisions of Chapter 157, Laws of 1977.

PROMISSORY NOTE\$ 137,990.00August 9, , 19 84

In accordance with the terms of a Funding Agreement for Construction,  
Purchase, or Purchase and Renovation of Community-Based Facilities  
dated August 9, , 1984,

Vineland Developmental Center Parents & Friends Association

promises to pay on demand to the order of the State of New Jersey,  
Department of Human Services, One Hundred Thirty-Seven Thousand,  
Nine Hundred Ninety

dollars, payable at Capital Place One, 222 South Warren Street,  
Trenton, New Jersey 08625.

BY:  L.S.  
Authorized Agency Representative

NAME: Clive R. Conover

TITLE: Executive Director

AGENCY: VDC Parents & Friends Assoc.

ADDRESS: 1944 E. Landis Ave.

Vineland, NJ 08360



## Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Pittsgrove County: Salem  
 Sponsor: \_\_\_\_\_ Developer: \_\_\_\_\_  
 Block: 503 Lot: 45 Street Address 1375 Jesse Bridge Road  
Pittsgrove, NJ 08318  
 Facility Name: PAFACOM, Inc.

### Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: \_\_\_\_\_

### Sources of funding committed to the project (check all that apply):

- ☒ Capital funding from State – Amount \$ 316,540.26
- ☐ Balanced Housing – Amount \$ \_\_\_\_\_
- ☐ HUD – Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank – Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration – Amount \$ \_\_\_\_\_
- ☐ Development fees – Amount \$ \_\_\_\_\_
- ☐ Bank financing – Amount \$ \_\_\_\_\_
- ☐ Other – Please specify: \_\_\_\_\_
- ☐ Please provide a pro forma for proposed projects

# of total bedrooms 4

# of low-income residents 8

# of moderate-income residents \_\_\_\_\_

# of market residents \_\_\_\_\_

### Residents qualify as low or moderate income?

☒ Yes ☐ No

Length of Controls: \_\_\_\_\_ years

Effective Date of Controls: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration Date of Controls: \_\_\_\_/\_\_\_\_/\_\_\_\_

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

☐ CO Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 10/4/91

Current License Date: 10/31/06

### The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☒ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? x Yes \_\_\_ No

Age-restricted? \_\_\_ Yes x No (55 years and older)

Population Served (describe):  
Developmentally disabled adults

Accessible (in accordance with NJ Barrier Free  
 Subcode)? x Yes \_\_\_ No

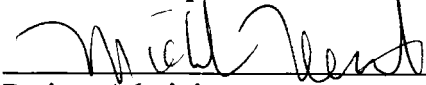
Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): \_\_\_\_\_

## CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  2/8/07  
 Project Administrator Date

Certified by: \_\_\_\_\_  
 Municipal Housing Liaison Date

0741

009

Prepared by

Stasia Randonella

BOOK

PURCHASE MONEY MORTGAGE

RECEIVED  
SALEM COUNTY CLERK

'93 OCT 15 AM 11 40

Jesse Bridge 640

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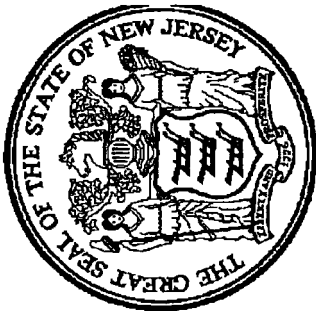
JAMES CAWHAN  
COUNTY CLERK

Mortgage made this 8th day of October, 1993,  
between the Mortgagor, Parents and Friends Association for the Vineland  
Developmental Center, Inc., 1138 E. Chestnut Avenue, Building 3A, Vineland, NJ 08360  
and the Mortgagee, the State of New Jersey, Department of Human  
Services, Capitol Center, 2-98 East State Street,  
Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the  
sum of Three Hundred and Thirteen Thousand Seven Hundred and Sixty Five dollars  
(\$313,765.00), which indebtedness is evidenced by a promissory  
note dated October 4, 19 91, and by a certain agreement dated  
October 4, 19 91;

THEREFORE to secure the indebtedness of \$ 313,765.00  
lawful money of the United States, to be paid in accordance with  
the aforesaid agreement, the Mortgagor does hereby mortgage the  
following described property located in the Township of  
Pittsgrove, County of Salem,  
State of New Jersey, and more particularly described in Exhibit A  
annexed hereto and made a part hereof, the aforesaid property being  
designated as Block 503 (      ), Lot 45  
(      ), on the tax map of said Pittsgrove, and having  
a street address of RR 1, Box 419-M,  
Elmer, NJ 08318.

RECEIVED IN THE SALEM COUNTY  
CLERK'S OFFICE ON October 15, 1993  
AT 11:40 am AND RECORDED IN  
BOOK 741 PAGE 00900  
John M. Roman CLERK



License Number GH384

*State of New Jersey*  
DEPARTMENT OF HUMAN SERVICES  
**GROUP HOME  
LICENSE**

This is to certify that 1375 JESSE BRIDGE ROAD  
PITTSBURGH TOWNSHIP, NJ 08318  
Operated by **PAFACOM, INC.**

Having met the requirements of the New Jersey Statute,  
P.L. 1977, c. 448,  
and the regulations of this Department, is hereby licensed as a

GROUP HOME (type of residence)	for	8	Individuals (number)
from		effective to	10/31/2007 (expiration date)
10/31/2006 (date issued)			

Clarke Bruno, Acting Commissioner, Department of Human Services

Jesse Bridge

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
STANDARD LANGUAGE

FUNDING AGREEMENT FOR CONSTRUCTION, PURCHASE, OR  
PURCHASE AND RENOVATION OF COMMUNITY-BASED FACILITIES

TABLE OF CONTENTS

I. DEFINITIONS

Agreement	1
Agreement Ceiling	1
Agreement Funds	2
Annex(es)	2
Community-Based	2
Current Fair Market Value	2
Days	2
Department Clients	3
Division	3
Facility	3
Mortgage	3
Notice	3
Project	3
Project Expenditures	3
Project Period	3
State	4
Total Project Cost	4

II. BASIC OBLIGATIONS OF THE DEPARTMENT

2.01 Payment	4
2.02 Inspection and Monitoring	4
2.03 Referenced Materials	4

III. BASIC OBLIGATIONS OF THE AGENCY

3.01 Project Implementation and Completion	4
3.02 Expenditure of Agreement Funds	5
Funds	5
Restrictions	5
Director	5
and Information	6
as with Laws	6

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IV. <u>SERVICE CONTRACT</u>	6
V. <u>MORTGAGE</u>	
5.01 Mortgage Execution	7
5.02 Mortgage Satisfaction	8
VI. <u>PAYMENT</u>	
6.01 General Payment Obligation	9
6.02 Method and Schedule of Payment	9
6.03 Payments Conditional	9
VII. <u>BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT</u>	
7.01 Books and Records	9
7.02 Reporting Requirements	10
7.03 Visitation and Inspection	10
7.04 Audit	10
VIII. <u>AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT</u>	
8.01 Agreement Term	11
8.02 Project Period	12
8.03 Amendments and Modifications	12
8.04 Closeout	12
IX. <u>DEFAULT</u>	
9.01 Causes	12
9.02 Procedures	14
9.03 Remedy	14
X. <u>MISCELLANEOUS</u>	
10.01 Assignment and Subcontracts	15
10.02 Procurement	15
10.03 Insurance	15
10.04 Indemnification	16
10.05 Insufficiency of Funds	16
10.06 Exercise of Rights	17
10.07 Application of New Jersey Law	17
10.08 Title to Facility	17
10.09 Renewability	17
<u>AGREEMENT SIGNATURES AND DATE</u>	18



AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for the construction, purchase, or purchase and renovation of Community-Based facilities for certain Department Clients; and

WHEREAS the Department has established a capital funding program to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible and desires to utilize funding under the aforementioned appropriations;

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Agreement means this document, the Annex(es), all additional appendices and attachments (including the Mortgage and any approved assignments, subcontracts, amendments and modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties.

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of funding committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment(s) to this document containing at least the following information: a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or the Division and subsequent to any required licensure. Copies of the forms of the mortgage and promissory note to be executed pursuant to Section 5.01 Mortgage Execution are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Current Fair Market Value means the value of the Facility as determined by a reputable real estate appraiser approved by the Department. All appraisals must be independent of any influence either by the Agency or the Department. When used in connection with the satisfaction of the Mortgage, the Current Fair Market Value must be determined as close in time as possible to the date of such satisfaction.

Days means calendar days.

Department Clients means, as appropriate, clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means, as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, purchased, or purchased and renovated in whole or in part under this Agreement and includes the land on which such building is situated.

Mortgage means the mortgage or mortgages executed pursuant to Section 5.01 Mortgage Execution and also includes the promissory note(s) secured by such mortgage(s).

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for construction, purchase, or purchase and renovation of a Community-Based facility for Department Clients and may include acquisition of land for such purpose. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditures (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which spans the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement, as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

## III. BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the schedule outlined in the Annex(es).

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Mortgage. The Agency shall execute and satisfy a Mortgage in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications, and the source(s) and amount(s) of such match shall be recorded in the Annex(es).

Section 3.05 Facility Restrictions. The Agency shall maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period constitutes the Agreement term and is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of 1964, as amended; P.L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap; the federal Age Discrimination Act of 1975; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

#### IV. SERVICE CONTRACT

The execution of this Agreement shall require execution of separate contract(s) or affiliation agreement(s) for the provision of services in the Facility. The parties to such service contract(s)



or agreement(s) shall be the Division and the Agency or, alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

This Article, in conjunction with Section 3.05 Facility Restrictions, binds the Agency to make the Facility available for the provision of Department-approved services for the entire term of the Agreement. This Article shall not be construed, however, to obligate the Division or the Department to continue to fund such services throughout the Agreement term. The Division may choose or may be forced to discontinue such funding; and such discontinuance may, at the option of the Department, result in termination of this Agreement. Should such termination occur, the Department may act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

#### V. MORTGAGE

Section 5.01 Mortgage Execution. The Agency shall execute and deliver to the Department a promissory note and a mortgage against the Facility. Execution of such documents shall be authorized by a resolution of the Agency's governing body. The amounts of both the note and the Mortgage shall be equal to the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as budgeted in the Annex(es), an additional note and an additional mortgage shall be executed by the Agency in the amount actually paid or approved for payment in excess of the original Agreement Ceiling. The original Mortgage and any additional Mortgage shall be filed by the Agency for recording in the county in which the Facility is located, and proof of such filing shall be delivered to the Department within seven Days thereafter. The original Mortgage and any additional Mortgage shall continue in full force and

- 8 -

amount until or unless the Department acts in accordance with any of its options set forth in Section 5.02 Mortgage Satisfaction.

Section 5.02 Mortgage Satisfaction. The Department may, upon expiration or termination of the Agreement, exercise any of the following options:

- (a) If the Agreement Ceiling equals the Total Project Cost, the Department may require that the Agency transfer the Facility's title either to the Department or to an entity designated by the Department.
- (b) If the Agreement Ceiling is less than the Total Project Cost, the Department may pay the Agency for the Agency's interest in the Facility, and upon such payment the Agency shall transfer the Facility's title either to the Department or to an entity designated by the Department. In such case, the amount of the Department's payment to the Agency shall be calculated by multiplying the Current Fair Market Value of the Facility by the percentage of the original investment represented by Agency funds.
- (c) Regardless of the relationship of the Agreement Ceiling to the Total Project Cost, the Department may require payment by the Agency to satisfy the Mortgage. If the Agency must sell the Facility in order to satisfy the Mortgage, and if the proceeds of such sale are less than the amount of the Mortgage, the Department's fair share of such proceeds may be deemed to satisfy the Agency's indebtedness under the Mortgage. The Department's fair share of the sale proceeds shall be the same percentage as the percentage of the original investment represented by Department funds. No amount less than the full amount of the Mortgage shall be deemed to satisfy the Agency's indebtedness to the

Department unless the Agency furnishes the Department with an appraisal indicating the Current Fair Market Value at the time of such sale and unless the Department is satisfied that the sale price was reasonable in light of such appraisal.

## VI. PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

## VII. BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the

Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this Agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement or ten years after completion of the Project, whichever is later. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this from occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private auditing firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII. AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Department and the Agency retain the right, during the Agreement term, to terminate this Agree-

ment upon six months' Notice to the other. Should such termination occur, the Department may act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

Section 8.02 Project Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents identified in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the exception of the Mortgage, shall be settled as accurately as possible within 90 Days after expiration of the Project Period and shall be settled finally based upon the findings of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90-Day closeout period. The Mortgage shall be satisfied in accordance with Section 5.02 Mortgage Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

## IX. DEFAULT

Section 9.01 Causes. The occurrence of any of the following shall be considered by the Department as Agency default of this Agreement:



- (a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);
- (b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) for Project implementation and completion;
- (c) any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);
- (d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;
- (e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;
- (f) Agency allowance, in the absence of Departmental approval, of the placement of any lien, mortgage or other encumbrance on the Facility during the term of this Agreement, other than as provided for in Section 5.01 Mortgage Execution or identified in the Annex(es);
- (g) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;
- (h) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency, its

officers, trustees, directors or employees in any assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

- (i) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officers, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;
- (j) any Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement, including any failure to maintain an approved use of the Facility pursuant to Section 3.05 Facility Restrictions.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department shall give Notice to the Agency that it is in default of this Agreement and shall elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department shall act in accordance with any appropriate option set forth in Section 5.02 Mortgage Satisfaction.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency, should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X. MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, nor may the Agency sell or transfer title to the Facility, except as may be provided within the terms of this Agreement or with the prior written approval of the Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction or renovation of the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department and indicated in the Annex(es):

- (a) workers' compensation;
- (b) general liability, including completed operations, broad form property damage and broad form contractual coverage;
- (c) fire insurance with extended coverage, such coverage to be equal to the replacement value of the Facility without any co-insurance; and

(d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Notwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 10.07 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) governing the Department's liability in any dispute that may arise under this Agreement.

Section 10.08 Title to Facility. The title to the Facility shall be and remain in the Agency until such time as the Agreement has expired or been terminated for any reason. At such time, the Department's choosing of certain options set forth in Section 5.02 Mortgage Satisfaction may result in transfer of the Facility's title either to the Department or to an entity designated by the Department.

Section 10.09 Renewability. Upon expiration of the Agreement term specified in the Annex(es), this Agreement may be renewed only on the condition that such renewal is desired and its terms are fully agreed upon by both the Department (or its successor) and the Agency in a renewal agreement. Nothing either explicit or implicit in this Agreement shall be construed as granting to the Agency an automatic right of renewal. The Department reserves the right, for any reason whatsoever, to refrain from renewing this Agreement.

Should the Agreement be renewed in accordance with the terms of this section, the Mortgage shall also be renewed; and the Agency's liability to satisfy the Mortgage shall continue under and be governed by the renewal agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

BY:

*Barbara Newman*  
Assistant Commissioner, New Jersey  
Department of Human Services

BY:

*Clive R. Conover* L.S.  
Authorized Agency Representative

NAME:

Clive R. Conover

TITLE:

Executive Director

AGENCY:

PARENTS & FRIENDS ASSOCIATION FOR THE VINELAND  
DEVELOPMENTAL CENTER

ADDRESS:

1138 E. Chestnut Avenue Bldg. 3AVineland, New Jersey 08360

AGREEMENT DATED:

October 4, 1991



CONTINENTAL FORMS INCORPORATED

(1) TRANSACTION CODE S/C	(2) BATCH NUMBER	(3) NEW/ MATCH
45 0		

STATE OF NEW JERSEY  
Department of the Treasury  
Accounting Bureau

(4) FISCAL YEAR	(5) TRANSACTION DATE	(6) DOC TYP	(7) DOCUMENT NUMBER	(8) REJECT INDICATOR

## AGENCY CONTRACT OBLIGATION

(9) VENDOR STATUS	BLANK = NO CHANGE 1 = NEW VENDOR 2 = ADDRESS CHANGE 3 = LOCATION CODE 4 = NEW VENDOR AND LOCATION 5 = VENDOR NO. CORRECTION

(10) ACCOUNT NUMBER				(11)	(12)	(13)	(14) TOTAL AMOUNT	(15) OBLIGATION NUMBER	(16)
ORGANIZATION	FUND	PRDGRAM	OBJECT	COST CENTER	PROJECT ACTIVITY	EXTENDED NUMBER	245,915 00	C	

(17) CONTRACTOR NAME, STREET, CITY, STATE, ZIP CODE

Parents and Friends Assoc. for  
Vineland Developmental Center  
1138 E. Chestnut Ave., Bldg. 3A  
Vineland, NJ 08360

DEPARTMENT/AGENCY

Department of Human Services  
P. O. BOX CN 700  
Trenton, NJ 08625

(18) OBLIG CODE *	(19)	(20) VENDOR IDENTIFICATION NUMBER	(21) BOND CODE *	(22) COMMODITY CODE	(23) BUYER CODE	(24) PROC. CODE	ACCOUNTING USE ONLY	
		237 085 029		9 9 9 5	9 9	7	(25) ERROR SUSPENSE NUMBER	(26) DEL REPL

FOLD MARK

IT IS REQUESTED THAT FUNDS IN THE TOTAL AMOUNT OF \$ 245,915.00 BE OBLIGATED IN  
THE ABOVE LISTED ACCOUNT FOR THE CONTRACT DATED, Oct. 4, 1991 BETWEEN THIS  
AGENCY AND Parents and Friends Assoc. for the Vineland Develop. Center  
NAME OF CONTRACTOR

### DESCRIPTION OF CONTRACT

Funds are encumbered for new construction of a DDD group home  
at

Jessie Bridge Road  
Pittsgrove Twp., NJ

This encumbrance is consistent with PL 1976, Chapter 42,  
and Administration Regulations R1978, d.333, and has been  
approved by this Department's Capital Facilities Approval  
Unit.

Copies of the grant application and contract are available  
at Capital Place One, 222 South Warren Street, Second Floor

Anthony Stelcizano

*[Signature]* 10-10-91

OCT11 1991

(COPY OF FORMAL CONTRACT MUST BE ATTACHED)

DEPARTMENT/AGENCY APPROVAL

DIVISION OF BUDGET AND ACCOUNTING APPROVAL

### \* INSTRUCTIONS

(ALSO SEE PROCEDURES MANUAL)

## PROMISSORY NOTE

\$ 245,915.00October 4, 1991

In accordance with the terms of a Funding Agreement for Construction,  
Purchase, or Purchase, or Renovations of Community-Based Facilities  
dated October 4, 1991.

Parents and Friends Association for the Vineland Developmental Center, Inc.

promises to pay on demand to the order of the State of New Jersey,  
Department of Human Services, - - - - -  
TWO HUNDRED FORTY FIVE THOUSAND NINE HUNDRED FIFTEEN AND 00/100 - - - dollars,  
payable at Capital Place One, 222 South Warren Street, Trenton,  
New Jersey 08625

BY: Clive R. Conover

Authorized Agency Representative

NAME: Clive R. ConoverTITLE: Executive DirectorAGENCY: Parents & Friends Association for the V.D.C., Inc.ADDRESS: 1138 E. Chestnut Avenue Building 3-AVineland, New Jersey 08360NOTARY: Cherie V. Faldetta

CHERIE V. FALDETTA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 16, 1994

PROMISSORY NOTE

\$ 67,850.00 \_\_\_\_\_, 19\_\_

In accordance with the terms of a Funding Agreement for Construction,  
Purchase, or Purchase, or Renovations of Community-Based Facilities  
dated \_\_\_\_\_, 19\_\_.

Jessie Bridge Road, Pittsgrove Township, New Jersey

(County of Salem)

promises to pay on demand to the order of the State of New Jersey,  
Department of Human Services, SIXTY SEVEN THOUSAND EIGHT HUNDRED FIFTY  
\*\*\*\*\* dollars,  
payable at Capital Place One, 222 South Warren Street, Trenton,  
New Jersey 08625

BY: \_\_\_\_\_  
Authorized Agency Representative

NAME: \_\_\_\_\_

TITLE: Clive R. Conover  
Executive Director

AGENCY: Parents and Friends Association for the V.D.C., Inc.

ADDRESS: 1138 East Chestnut Avenue Building 3A

Vineland, New Jersey 08360

NOTARY: Cherie V. Faldetta

CHERIE V. FALDETTA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 16, 1994

JESSIE BRIDGE G.H.  
LOT 45 BLOCK 503  
PITTSBGROVE TOWNSCHIP

APPRAISAL	\$250.00
SETTLEMENT	\$49765.00
LEGAL FEE	\$400.00
SALEM COUNTY HEALTH DEPT.	\$60.00
SURVEY & SEPTIC	\$3536.00
APPLIANCES	\$3015.00
MANDERS/MERIGHI ASSOC.	\$15342.00
BURKEY BUILDERS	\$241500.00

\$313868.00

TOTAL BUDGET	\$313765.00
TOTAL COST	\$313868.00

-103

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX D

### Bancroft Group Home Documentation



**Department of Community Affairs  
Council on Affordable Housing  
Supportive and Special Needs Housing Survey**

Municipality: Pittsgrove TWPCounty: Salem

Sponsor: \_\_\_\_\_

Developer: \_\_\_\_\_

Block: 1101 Lot: 1Street Address: 1530 Centerton RdFacility Name: Bancroft+

<b>Section 1: Type of Facility:</b> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	<b>Section 2: Sources and amount of funding committed to the project:</b> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Amount \$ _____ Program _____ <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households <u>5</u> Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing</b> Total # of units _____, including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls _____ years Effective Date of Controls: _____ Expiration Date of Controls: _____ Average Length of Stay: _____ months (transitional facilities only)	<b>Section 6:</b> <input type="checkbox"/> CO Date _____ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date _____ Current License Date: <u>04-30-2024</u>
<b>Section 7:</b> Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment _____ years Other operating subsidy sources: _____, Length of commitment: _____ years Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Section 8: The following verification is attached:</b> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Developmental Disabilities</u> Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Section 10: Affirmative Marketing Strategy (check all that apply):</b> <input type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director	

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief

Certified by: [Signature]  
Project AdministratorDate: 5-12-25Certified by: \_\_\_\_\_  
Municipal Housing Liaison

Date: \_\_\_\_\_





**PITTSBURGH TOWNSHIP**

Municipal Building  
Pittsgrove, NJ 08318  
(856)358-2300 FAX

Permit No. **20220309**  
Control No. **89019245**  
Block/Lot 1101/1  
Date 9/26/22

**Certificate of Continued Occupancy****IDENTIFICATION**

Block/Lot 1101/1  
Work Site Location 1530 CENTERTON ROAD  
Owner in Fee/Occupant BANCROFT NEURO-HEALTH  
Address 1255 CALDWELL ROAD  
CHERRY HILL, NJ 08034-  
Telephone  
Contractor  
Address  
Telephone FAX  
Lic. No. or Bldrs. Reg. No. None  
Federal Emp. No.

Home Warranty No.  
Type of Warranty Plan: ☐ Slate ☐ Private  
Use Group  
Maximum Live Load  
Construction Classification  
Maximum Occupancy Load  
Description of Work/Use:

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate: \_\_\_\_\_



Charles Hughes, Construction Official

U.C.C. F260  
(rev. 3/96)

**CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work  
☐ Partial or limited time period ( \_\_\_\_\_ years), see file

**[X] CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Permit Fee \$ 151  
Paid ☐ Check No. 364750  
Collected by: BK

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX E

### 672-674 Gershal Avenue Documentation



**AGREEMENT TO COMMIT MOUNT LAUREL TRUST FUNDS  
PURSUANT TO P.L. 2008. c46 BY AND BETWEEN PITTSBORO  
TOWNSHIP AND SALEM COUNTY HABITAT FOR HUMANITY.**

**THIS AGREEMENT** ("Agreement") is made this 10<sup>th</sup> day of July, 2012 by and between

**The Township of Pittsgrove**, a municipal corporation of the State of New Jersey, County of Salem, having an address at 989 Centerton Road, Pittsgrove, New Jersey 08318 (hereinafter referred to as "Township");

And

**The Salem County Habitat For Humanity**, a non-profit corporation of the State of New Jersey having an address at 416 S. Pennsville Auburn Road Carneys Point, NJ 08069 (hereinafter referred to as Habitat for Humanity). Collectively, the Township and Habitat for Humanity shall be referred to as the "Parties."

**RECITALS**

**WHEREAS**, according to the Department of Community Affairs, approximately \$174 million rests in local trust funds that must be committed by July 17, 2012 or risk forfeiture to the State; and

**WHEREAS**, the risk of trust fund forfeiture is a result of P.L. 2008. c46, or "the Roberts Bill," signed by Governor Corzine on July 17, 2008, and

**WHEREAS**, the Roberts Bill established a four-year window for fees to be "committed for expenditure;" and

**WHEREAS**, as of December 31, 2011, the Township has a balance of \$260,664 in its affordable housing trust fund; and

**WHEREAS**, of that \$260,664.00, the Township has \$231,324 in collected development fees that must be "committed for expenditure" prior to July 17, 2012; and

**WHEREAS**, given the importance of the "committed for expenditure" standard, the Roberts Bill directed the Council on Affordable Housing (COAH) to promulgate regulations to define this standard shortly after the legislation was enacted; and

**WHEREAS**, however, COAH has not defined the standard with adopted (or even proposed) standards; and

**WHEREAS**, in the absence of such defined standards, the Township of Pittsgrove has decided that the most prudent course is for the Township to enter into fully-executed agreements with affordable housing developers to satisfy the "commit for expenditure" standard; and

**WHEREAS**, the Township has also endorsed a proposed Spending Plan on June 13, 2012 and has filed same with the Court for its review and approval; and

**WHEREAS**, Habitat for Humanity is a non-profit developer of affordable housing that has already provided affordable housing in the Township and is ready, willing, and able to provide additional affordable housing in the Township; and

**WHEREAS**, the Township owns a 3.91 acre parcel on Gershal Avenue (County Route 636), Lot 20, Block 3101 ("Property") which was included in the Township's 2008 Housing Element and Fair Share Plan as a site for a municipally sponsored affordable housing development; and

**WHEREAS**, the Township has determined that, as part of its overall Mount Laurel planning efforts and to avoid having any trust fund monies forfeited to the State Affordable Housing Trust Fund pursuant to the Roberts Bill, the Township will provide Habitat for Humanity with a financial subsidy of \$170,000 from its affordable housing trust fund to enable Habitat For Humanity to construct two affordable units on a subdivided portion of the Property, which will thereby create the requisite "realistic opportunity" for the actual construction of affordable housing.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

#### **OBLIGATIONS OF THE TOWNSHIP**

1. Subject to planning board approval of the 2-unit affordable housing project at the Property, spending plan approval by the Court and COAH, and the continued availability of the funds in the Township's affordable housing trust fund (i.e., trust fund monies have not been seized or forfeited), the Township shall provide from its affordable housing trust fund a financial subsidy in the amount of \$170,000 to Habitat for Humanity as follows:
  - a. \$20,000 per unit, for a total of \$40,000, upon the issuance of a building permit for both units;
  - b. \$20,000 per unit, for a total of \$40,000, after the Township's approval of the footings and foundations for both units;
  - c. \$20,000 per unit, for a total of \$40,000, after the Township's approval of the framing and rough plumbing and electrical for both units.

- d. 15,000 per unit, for a total of \$30,000, after the Township's approval of both units subsequent to the installation of windows, doors, roof and siding on each unit.
- e. \$10,000 per unit, for a total of \$20,000, upon issuance of a final certificate of occupancy for both units.

Upon request of the developer, and in the sole discretion of the Township, the Township may agree to release payment for one unit if the other unit has not satisfied the trigger for payment. Otherwise, the Township is required to only release funds on five occasions, in accordance with the schedule set forth above, when both units have satisfied the aforementioned payment trigger.

- 2. The Township shall retain title to the Property during construction and shall convey the Property to two qualified moderate income households subject to a 30-year affordable housing deed restriction.

#### **OBLIGATIONS OF HABITAT FOR HUMANITY**

- 1. Habitat for Humanity shall utilize the \$170,000 financial subsidy solely towards the construction of two (2) affordable units at the Property in accordance with the pro forma attached hereto as Exhibit "A."
- 2. Habitat for Humanity shall ensure that the two units constructed on the Property shall comply with all COAH regulations and the Uniform Housing and Affordability (UHAC) regulations of the New Jersey Housing and Mortgage Finance Agency, which shall result in two (2) creditworthy units to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. The Township shall have no financial obligations under this provision to assure the creditworthiness of the units, and all associated expenses for same shall be solely borne by Habitat for Humanity.
- 3. Habitat for Humanity shall be required to obtain all local land use approvals and any other applicable government approvals for its affordable housing development. The Township shall cooperate with Habitat for Humanity with respect to same.
- 4. Habitat for Humanity shall be responsible for all utility and infrastructure costs associated with this development project, if any.
- 5. Habitat for Humanity shall act as the administrative agent with respect to the Property. Habitat for Humanity agrees to comply with all applicable regulations of the New Jersey Council on Affordable Housing (COAH) and with the New Jersey

Department of Community Affairs' Uniform Housing Affordability Controls (UHAC) regulations, except as otherwise provided herein. Habitat For Humanity is obligated to maintain the creditworthiness of the two (2) units. Towards that end, Habitat for Humanity will cooperate with the Township and its Administrative Agent, Community Grants, Planning and Housing, its successor and/or assigns, to comply with applicable COAH and UHAC regulations.

6. Habitat for Humanity acknowledges the obligation of the Township and its Administrative Agent to fill out COAH's monitoring forms as to all affordable housing units in the Township on a yearly basis. Habitat for Humanity agrees to cooperate with the Township and Administrative Agent and provide all relevant documentation in its possession with respect to the units constructed pursuant to this Agreement to the Township and its Administrative Agent so that the Administrative Agent may monitor and report on the creditworthiness of the units to COAH. In the event Habitat for Humanity fails to cooperate with the Township or Administrative Agent, the Township shall be entitled to pursue any remedy available in equity and at law.

### **REPRESENTATIONS.**

The Parties hereby make the following representations and covenants, as such relates to the other:

- (A) They have the legal capacity to enter into this Agreement and perform each of its obligations herein set forth.
- (B) Each party is a duly organized and validly existing legal entity under the laws of the State of New Jersey and necessary resolutions have been duly adopted, authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on their behalf.
- (C) To the best of its knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such party's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.
- (D) The execution and delivery of this Agreement and the performance hereunder by such party will not constitute a violation of any partnership, limited liability company operating agreement, and/or stockholder agreement of such entity or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party.
- (E) Each party will exercise good faith to assure the satisfaction of the obligations of this Agreement within the time periods specified herein or to be determined at a later date.



### **NOTICES AND DEMANDS.**

Notices or demands under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Article. Minor communication between the parties that is other than formal notice or demand of action by the parties may be sent by regular mail, electronic mail, or facsimile.

If to Habitat for Humanity: Sue Ann Leighty, Executive Director  
Habitat for Humanity of Salem County, NJ  
416 S. Pennsville Auburn Road  
Carneys Point, NJ 08069  
Facsimile: 856 514-3126

With copy to: Jean Chetney, Esq.  
18 North Main Street  
Woodstown, NJ 08098  
Facsimile: (856) 848-8012 fax

If to the Township: Township of Pittsgrove  
c/o Steven R. Wymbs, Administrator  
989 Centerton Road  
Pittsgrove, NJ 08318  
Facsimile: 856-358-3055

With copy to: Jeffrey R. Surenian and Associates  
Attention of Donna A. McBarron, Esq.  
707 Union Avenue, Suite 301  
Brielle, NJ 08730  
Facsimile: 732-612-3101

### **MISCELLANEOUS.**

**Severability.** It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Habitat for Humanity and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

Assignment. Neither Party may assign this Agreement without the written consent or the other Party.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable) affixed and attested to this 10<sup>th</sup> day of ~~April~~ July, 2012.

Witness:

Sue Ann Leighty

Dated: June 10, 2012  
July

Habitat for Humanity

By:

[Signature]  
HUECHAIT Executive Director  
BOARD PRESIDENT

Attest:

[Signature]

Township of Pittsgrove

By:

Linda A. DuBois  
Linda A. DuBois, Mayor

Dated: June 30, 2012

STATE OF NEW JERSEY

SS:

COUNTY OF SALEM

I CERTIFY that on ~~June~~ July 10, 2012, Sue Ann Leighty personally came before me, and this person acknowledged under oath, to my satisfaction, that this person is the Executive Director of Habitat for Humanity, the company named in this document; and signed and delivered this document as his act and deed on behalf of the said Corporation.

Sue Ann Leighty  
[Name] Sue Ann Leighty  
[Title] Executive Director

Signed and sworn to before me  
on ~~April~~ July 10, 2012

Diane B. Flynn  
Notary Public

**DIANE B. FLYNN**  
Notary Public  
State of New Jersey  
My Commission Expires 12-22-2015

STATE OF NEW JERSEY

SS:

COUNTY OF SALEM

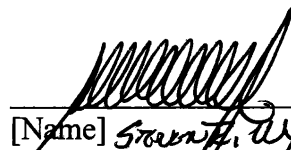
I CERTIFY that on June 29, 2012, Steven R. Wymbs personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Acting Clerk of the Township of Pittsgrove, named in this document;

(b) this person is the attesting witness to the signing of this document by Linda A. DuBois, Mayor of Pittsgrove Township;

(c) this document was signed and delivered by the Township of Pittsgrove as its voluntary act duly authorized by a property resolution of the Township; and

(d) this person signed this proof to attest to the truth of these facts.

  
 [Name] Steven R. Wymbs  
 [Title] ADMINISTRATOR/DEPUTY CLERK

Signed and sworn to before me  
 on June 29, 2012

  
 Notary Public

**DONNA METZGER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES NOV 19, 2014**