

**PITTSGROVE TOWNSHIP, SALEM COUNTY  
MUNICIPALLY SPONSORED CONSTRUCTION PROJECT SCHEDULE  
GERSHAL AVENUE SITE**

| <b>Activity</b>        | <b>Start Date</b> | <b>Completion Date</b> |
|------------------------|-------------------|------------------------|
| Site Acquisition:      |                   | Complete               |
| RFP Process:           | April 2009        | September 2009         |
| Developer Selection:   | October 2009      |                        |
| Pro Forma Completion:  | October 2009      |                        |
| Site Plan Preparation: | October 2009      | April 2010             |
| Site Plan Approvals:   | April 2010        | September 2010         |
| Building Design:       | April 2010        | September 2010         |
| Contractor Selection:  | October 2010      | November 2010          |
| Construction Permits:  | November 2010     | December 2010          |
| Funding:               | September 2009    | September 2010         |
| Construction:          | November 2010     | November 2011          |
| Occupancy:             | December 2011     |                        |

## **LANDIS AVENUE REDEVELOPMENT**

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# **REDEVELOPMENT PLAN**

for

## **RDA-1**

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Township of Pittsgrove  
County of Salem  
State of New Jersey



Remington & Vernick Engineers, Inc.  
232 Kings Highway East  
Haddonfield, New Jersey 08033

September 2007

The original of this document was signed and sealed in accordance with NJAC 13:41-1.3.b

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## **I. REDEVELOPMENT PLAN**

### **DELINATION OF RDA-1 REDEVELOPMENT AREA**

This plan regulates lands within the 184.5 Acre RDA-1 redevelopment area designated by the Township of Pittsgrove as RDA-1; Block 3001, Lots 2 through 17, 18, 18.01, 19, 20, 21, 22, 22.01, 23, 24, 25, 26, 27, 28, and 29, being lands generally bounded by Landis Avenue (NJSH RT. 56), Gershal Avenue, and Muddy Run Creek; and is the companion plan for revitalization to the report titled "Preliminary Investigation for the Creation of the Landis Avenue Redevelopment Area" dated January 3, 2004, prepared by The Waetzman Planning Group having offices in Bryn Mawr, Pennsylvania and Woodbury, New Jersey.

### **BACKGROUND:**

At its regular meeting held December 29, 2003, the Pittsgrove Township Committee authorized the Pittsgrove Township Planning Board to examine whether existing conditions in the Landis Avenue area met the criteria for an area in need of redevelopment as provided under the Local Redevelopment and Housing Law (LRHL) N.J.S.A. 40A: 12A-1 et seq. The planning board in turn authorized the Waetzman Planning Group to conduct a preliminary investigation of 756 acres along the entire 2.7 mile length of Landis Avenue (NJ 56) that is in Pittsgrove Township. Waetzman submitted the assessment report, titled Preliminary Investigation and Needs Assessment for the Designation of the Landis Avenue Redevelopment Area, on January 3, 2005. This report determined that 101 of the 121 lots representing 518 of the assessed area's 756 acres had conditions that reflect the LRHL criteria.

Upon review of that report, the planning board noted various conditions suggesting physical and economic deterioration most prominently manifested at the site of the long-vacant grain elevator/mill (Lots 7 & 8). This property has not been used or maintained for about the past 20 years. It is now obsolete and dilapidated and considered an eyesore in the community hindering economic development, and should be razed to make the site suitable for development.

Accordingly, at the regular meeting of the township committee held June 28, 2005, the committee considered the planning board recommendation that the entirety of the assessed area be declared an area in need of redevelopment based upon the criteria established by LRHL (NJSA 40A:12A et seq) for redevelopment areas.

The Pittsgrove Township Economic Development Committee (EDC) performed further investigations and in November 2005, recommended to the township committee that a smaller area of just 135.4 acres from within the assessed area be designated as a redevelopment area. The EDC further recommended that it be identified as RDA-1 in order to differentiate it from the assessed area and from any future redevelopment areas declared from within the assessed area. Acting on these affirmative recommendations, the township committee at its regular meeting held December 13, 2005, adopted Resolution No. 2005-169 declaring RDA-1 to be an area in need of redevelopment. Subsequent to this action, township committee via adoption of Resolution No. 2007-74 on May 22, 2007, formerly declared, pursuant to the aforementioned field investigation and planning board recommendation, Lots 18, 18.01, 21, 23, 24, 25, 27, 28, and 29 of Block 3001 to be in need of redevelopment and further directed that said parcels be added to the RDA-1 redevelopment area expanding the area by 49.1 acres.

**REDEVELOPMENT GOALS:**

From a strategic standpoint, this redevelopment plan seeks to ameliorate conditions suggestive of physical and economic deterioration, promote a fully productive utilization of land, facilitate a massing of economic opportunity through refinements to existing zoning, and potential for public/private partnership; and strenuously emphasize retention of community character through promotion of planned development, establishment of special design requirements, and concern for the visual relationship of proposed development to the surrounding environment.

**OVERALL CONCEPT:**

Envisioned over time is the undertaking of numerous redevelopment initiatives yielding, in particular, utilization of the existing rail line, demolition of the long-term vacant grain elevator/mill, and introduction generally of commercial, light industrial, limited retail, office, cultural, and agricultural supportive uses; designed so to reflect, to the greatest extent practicable, the rural character of Pittsgrove Township. Principally, these type uses will emerge within the framework of various large parcel planned developments, whereby the uses permitted under the plan will be arrayed in a business park or campus setting developed by a single entity under a unifying plan. While stand-alone development of individual uses is anticipated, this plan seeks to discourage this type of development other than along the Landis Avenue and Gershal Avenue corridor. Regardless of the development scenario, substantial open space set-asides are to be provided, particularly of a contiguous nature, which may be utilized for agriculture or passive recreation.

In accordance with section 6 of P.L. 1992, c. 79 (C.40A:12A-7), an outline for the planning, development, and redevelopment of the project area is advanced herein. This plan supercedes the permitted uses and bulk standards of the prevailing zoning; all other provisions of the township's zoning ordinance remain in effect. Development design standards are modified only to the extent indicated. Development is to occur in accordance with the provisions of this plan, from which no deviation is permitted absent a formal plan amendment adopted by the township committee. The planning board in its consideration of development applications within the RDA-1 redevelopment zone however may grant relief from zoning and development design standards not preempted by the plan.

The Pittsgrove Township Committee will serve as the redevelopment entity responsible for the execution of this redevelopment plan.

**PERMITTED PRINCIPAL USES:**

Within the RDA-1 redevelopment area, the principal uses set forth below shall be permitted; uses proposed other than these shall require amendment of this redevelopment plan.

1. Uses supportive of the agricultural industry such as packaging, processing, shipping facilities, nurseries, and garden centers.
2. Office uses to include general, professional, and medical offices as well as uses which compliment and are ancillary to the support of hospitals
3. High-technology to include uses such as research laboratories, telecommunications, and pharmaceuticals

4. Heliports
5. Storage, warehousing and distribution to a maximum of 300,000 square feet per development provided there is a clear demonstration of the sufficiency of the roadway network to accommodate the anticipated truck traffic
6. Light manufacturing, fabrication, and processing
7. Retail and personal service uses limited to 12,000 square feet to satisfy the daily needs of residents
8. Business service
9. Conference centers
10. Hotels, provided provision of ancillary conference/meeting space
11. Municipal uses
12. Cultural uses (such as restaurants, theaters or halls for the performing arts, museums, and libraries)

**BULK AND AREA REQUIREMENTS:** The bulk and area requirements set forth below supercedes the requirements of the prevailing zoning.

**For single use, single-parcel development:**

|  |                        |
|--|------------------------|
| Minimum lot size   | 5 acres (except below) |
| Minimum lot size with frontage along<br>Landis and Gershal Avenues | 3 acres                |
| Minimum lot frontage   | 300 feet               |
| Maximum building height  | 2 stories/35 feet      |
| Minimum open space set-aside                                       | 40%                    |
| Minimum setback from property line                                 | 50 feet                |

**Where a planned development approach is employed:**

|                                     |                       |
|-------------------------------------|-----------------------|
| Minimum tract area                  | 12 acres <sup>1</sup> |
| Minimum tract frontage              | 300 feet              |
| Maximum building height             | 5 stories/60 feet     |
| Minimum open space set-aside        | 40%                   |
| Minimum setback from tract boundary | 75 feet <sup>2</sup>  |
| Minimum building interval           | 40 feet               |

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<sup>1</sup> A minimum area of 3 acres shall be provided per principal use or lot, in the event of subdivision; however, said area may be reduced to 2 acres provided an average of 3 acres is maintained per use or lot over the entirety of the planned development

<sup>2</sup> For every story above 3 stories the minimum setback shall be increased by 20 feet per story



## **SPECIAL DESIGN REQUIREMENTS APPLICABLE TO THE RDA-1 REDEVELOPMENT AREA:**

1. Strongly encouraged is the use of the U.S. Green Building Council's LEED® (Leadership in Energy and Environmental Design) construction standards. Any new building construction or major renovation project shall, at a minimum, meet the LEED® "certified" rating if it is: funded wholly or in part by the township; or though funding awarded to the township; or with funds received from any source solely because of the redevelopment status of RDA-1 or with revenue allocation district funding.
2. Planned development as a design technique, defined as development of compatible uses by a single entity under a unifying plan, is strenuously encouraged under this plan so as to provide for maximum flexibility of design and enhanced potential for preservation of contiguous areas of open space. As redevelopment planning fosters development through negotiation whereby the township and redeveloper contribute to the future look and arrangement of lands, the submission of redevelopment concept plans prior to formal plans, as a basis for preliminary review, discussion, and refinement is encouraged.
3. A traffic study is to be submitted in conjunction with any development proposal, unless deemed to be unnecessary by the planning board, and should adequately demonstrate the amount of traffic to be generated and capacity of the existing roadway network to absorb expected traffic volume. Such study must clearly demonstrate findings of no significant impact, or measures to be taken to alleviate expected traffic impact, which measures must be acceptable to the reviewing board.
4. Newly constructed streets are to have minimum right-of-way and cartway widths of 56 feet and 36 feet respectively. Collector streets providing access to developments from existing roadways are to have a 62 foot right-of-way and a 46 foot cartway having within said cartway dimension, 10-foot wide planting strip. All roadways are to be curbed with sidewalk provided on each side. Where in the opinion of the planning board retention of community character would be advanced, a graded area may be provided in lieu of sidewalk construction on one side of a roadway.
5. Driveway curblin openings are to be the setback a minimum of twelve (12) feet from any side or rear property line so that a minimum driveway separation of twenty-four (24) feet is maintained. A minimum clearance of seventy-five (75) feet is to be observed as measured from a driveway curblin opening to the point of curvature of the corner radius of the nearest intersecting street.
6. No more than two (2) points of ingress/egress are permitted per stand alone or planned development provided a minimum frontage of one thousand (1,000) feet along a roadway.
7. Development within the RDA-1 redevelopment area is to be sensitive to the setting in which proposed. As such, a major theme of any development proposal shall be the provision of design which compliments scenic values and mitigates abrupt changes through contextual building design elements such as roof shape, mass, fenestration, materials, and color, as well as through the arrangement of open space.

8. The maximum number of off-street parking stalls is not to exceed 105% of the stated ordinance requirement. Stalls are not to be provided forward of a building line. Shared parking is specifically encouraged as is the concept of reserved or “phantom parking” where by areas which may be necessary for future parking are left in a green condition to be developed at the discretion of the township.
9. Parking Areas within the redevelopment zone are to provide landscaping and buffering in accord with the following requirements:
  - (a) Where off-street parking areas within the RDA-1 redevelopment area would be visible from sidewalks or residential uses, a buffer should be provided including a year-round continuous visual screen at least four (4) feet in height (and at least two (2) feet in height at the time of planting) and containing at least fifty percent (50%) evergreen plant material or deciduous material which is demonstratively effective for screening purposes. At the discretion of the planning board, decorative fences or walls may be employed in lieu of plantings for this purpose. The height of any required screen, hedge or wall must decrease where driveways approach sidewalks or walkways in order to provide adequate visibility of pedestrians from motor vehicles, and satisfy clear sight triangle requirements.
  - (b) Parking areas shall be suitably landscaped to minimize noise, glare, and other nuisance characteristics as well as to improve on-site aesthetics. Parking areas providing for more than sixty (60) motor vehicle spaces shall be divided into modular parking bays having approximately the same number of stalls and having in any case no more than sixty (60) stalls each.
  - (c) Interior landscaping. In all parking lots of ten (10) or more spaces, at least five percent (5%) of the interior parking area shall be landscaped and at least two (2) trees for each ten (10) spaces shall be installed within landscaped islands. Parking lots of fewer than ten (10) spaces may not require interior landscaping if the planning board determines that there is adequate perimeter landscaping. Planting required within the parking lot is exclusive of other planting requirements, such as for shade trees planted along the street.
  - (d) Curbed islands with a minimum radius of three (3) feet shall be located at the end of each parking row and at an interval of every ten (10) spaces. These islands should contain one (1) shade tree with a minimum 3” caliper and shrubs not exceeding 24 inches in height.
  - (e) Where parking lots include parking stalls in a double-stacked arrangement, two rows of stalls that abut each other shall include a landscaped buffer between them along the entire length of the rows and having a minimum width of four (4) feet. Such a buffer shall include one (1) shade tree with a minimum 3” caliper for every twenty (20) feet of length.
  - (f) Required landscape or buffer areas shall be maintained in good condition at all times, may be interrupted by normal entrances and exits, and may have no improvements other than signs for customary traffic direction and control.
10. All lighting shall be focused downward and is to promote a dark sky condition. Night time illumination shall be reduced to the minimum level necessary to provide safety.

11. Free-standing signs are to be “monument” signs having the entirety of the horizontal component resting directly on the earth.
12. Plant materials are to be indigenous to the area and selected from the list of preferred plant materials maintained by the township.

## **WATER, SANITARY SEWER, AND STORMWATER MANAGEMENT FACILITIES**

### **Potable Water**

“The Cohansey Sand geologic formation is used to supply potable water to households and businesses from wells that range from 50 to 140 feet in depth. In the region, this aquifer is also used to supply municipal drinking water at a pumping rate up to 1,500 gallons per minute. Since the Cohansey Sand is a good source of water at high levels of supply, there is no intent to establish a municipal or a private water franchise system at this time.”<sup>3</sup> Therefore, development within RDA-1 is limited to those businesses that do not require water supplies that might exceed this natural source regardless of whether or not the principal use is permitted by this plan.

### **Sewer**

“Because of the development pressure on agriculture that is exerted from the extension of sewers, and the high financial costs associated with a public sewerage system, no sanitary system is proposed or contemplated within RDA-1.”<sup>4</sup> Therefore, this plan requires the following:

1. Developments within RDA-1 must “provide its own sanitary sewerage treatment facilities, either individually or as a group, that meet New Jersey Chapter 199 regulations, which sets design parameters for private septic systems. The Salem County Board of Health and its professionals shall witness tests in the field and supporting data to determine if the location and design of new septic systems meet the State requirements.”<sup>5</sup>
2. The use of innovative or alternate designs that are often capable of performing better, of providing more effective pollution control, or are able to overcome certain site constraints is to be encouraged.

### **Stormwater Management**

Because stormwater management is designed at a specific level, stormwater management within RDA-1 shall be done in accordance with the Utility Element of the Pittsgrove Township Master Plan, which “discusses ways to improve the design of stormwater management systems to enhance water quality and to allow for better recharge of the underlying aquifers.”<sup>6</sup>

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3 Pittsgrove Township Master Plan  
 4 Pittsgrove Township Master Plan  
 5 Pittsgrove Township Master Plan  
 6 Pittsgrove Township Master Plan

## **ACKNOWLEDGEMENT OF OBLIGATION TO PROVIDE AFFORDABLE HOUSING**

The plan acknowledges the constitutional obligation that the Township of Pittsgrove has to provide a realistic opportunity for the production of housing units affordable to families of low and moderate income. Applicants for development within the RDA-1 redevelopment areas are to address satisfaction of said obligation in a manner acceptable to the redevelopment entity consistent with rules promulgated by the New Jersey Council on Affordable Housing (COAH). At the election of the township, in lieu of any other mechanism for satisfaction, a developer's fee is to be posted in an amount equal to two percent (2%) of the equalized assessed value for nonresidential development or the appraised value on the document utilized for construction financing.

## **AMENDMENT TO ZONING DISTRICT MAP**

The Plan supersedes the use as well as the bulk and area provisions of the prevailing zoning. Where a redevelopment plan supersedes existing development regulation, the ordinance adopting the plan is to contain a specific provision for the amending of the zoning district map (C.40A:12A-7.c). Subsequent to adoption of the aforementioned ordinance, the Township of Pittsgrove will amend the zoning district map so to graphically delineate the RDA-1 redevelopment area subject to the provisions of the Plan.

## **ECONOMIC DEVELOPMENT:**

1. This plan recognizes the benefit of the employment of short and long term tax abatement and exemption strategies. Said strategies should be considered on a case by case basis where through the preparation and submission of a fiscal analysis report, the need for such and the fiscal impact on the community can be clearly demonstrated.
2. Consideration should be given to the creation of a revenue allocation district designation pursuant to the Revenue Allocation District Financing Law N.J.S.A.52:27D-459 et seq as a mechanism to capture the future tax benefits of real estate improvements in RDA-1 to pay the present cost of those improvements. Future tax increments [the taxes that the new development will generate] captured by a RAD are used to secure bonds to finance costs related to the development such as public infrastructure, land acquisition, relocation, demolition, utilities, debt service and planning costs.
3. In order to spur economic development, consolidation and/or re-subdivision of land for flexible accommodation of various uses is recommended under this plan.
4. Utilization of public/private partnerships and execution of redevelopment agreements with redevelopers is encouraged as may be necessary in order to facilitate the full realization of this plan's vision.

## **LAND ACQUISITION:**

Under Subsection 40A:12A-7.(a)(4), the plan is required to identify any property within the RDA-1 redevelopment area which may be acquired for attainment of the plan's goals. If found to be necessary, property may be acquired via negotiated settlement or the exercise of eminent domain. This plan does not currently identify any properties in the RDA-1 redevelopment area as being necessary for acquisition and therefore does not require the use of eminent domain for that purpose.

**RELOCATION ASSISTANCE:**

The Redevelopment Agency shall undertake all appropriate relocation measures as required by law pursuant to the Relocation Assistance Law of 1967, P.L. 1967, C. 79 (c. 52:31B-1 et. seq.) and the Relocation Assistance Act, P.L. 1971, C. 362 (c. 20:4-1 et. seq.) in the event of displacement of any resident or business from the RDA-1 redevelopment area. Relocation activity is not anticipated given expanses of developable land within the RDA-1 area, low intensity of development, and Plan statement that property acquisition at the present time does not appear to be necessary. At such time as this Plan may be amended to identify properties thought necessary for acquisition, a detailed relocation plan addressing residential and/or commercial displacement will be developed.

**II. IMPLEMENTATION OF REDEVELOPMENT PLAN**

This plan may be implemented in accordance with the procedures of the Local Redevelopment and Housing Law for the execution of agreements between a redeveloper and the Township of Pittsgrove's governing body. Redevelopers will be selected based on qualifications including, but not limited to, the following:

- A. Experience with constructing comparable projects generally;
- B. Capability to finance the construction of proposed improvements;
- C. Capability to perform given resources committed to other projects; and
- D. Ability to provide references for verification.

The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the redevelopment plan. Until the completion of the improvements, the redeveloper will not be permitted to sell, lease or otherwise transfer or dispose of property within the RDA-1 redevelopment area without the prior written consent of the redevelopment entity, which will not be unreasonably withheld or delayed.

Upon the inspection and verification by the Township of Pittsgrove's redevelopment entity that the redevelopment of the RDA-1 redevelopment area, or a specific portion thereof, has been completed, a Certificate of Completion shall be issued to the redeveloper and the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist.

This redevelopment plan shall remain effective until all the RDA-1 redevelopment area has been redeveloped and deemed to be no longer in need of redevelopment or rehabilitation by the governing body of the Township of Pittsgrove.

**STATUTORILY PERMITTED ACTIONS**

Upon the adoption of a redevelopment plan pursuant to section 7 of P.L. 1992, c. 79 (C.40A:12A-7), the municipality or redevelopment entity designated by the governing body may proceed with the clearance, replanning, development and redevelopment of the area designated in that plan. In order to carry out and effectuate the purposes of this act and the terms of the redevelopment plan, the municipality or designated redevelopment entity by statutory authorization, may exercise any or all of the following measures:

- 1) Undertake redevelopment projects, and for this purpose issue bonds in accordance with the provisions of section 29 of P.L. 1992, c. 79 (C.40A:12A-29) and issue bonds.
- 2) Acquire, by condemnation, any land or building which is necessary for the redevelopment project, pursuant to subsection i. of section 22 of P.L. 1992, c. 79 (C:40A-12-22).
- 3) Acquire, by condemnation, any land or building which is necessary for the redevelopment project, pursuant to the provisions of the “Eminent Domain Act of 1971,” P.L. 1971, c. 361 (C. 20:3-1 et. seq.).
- 4) Clear any area owned or acquired and install or reconstruct infrastructure
- 5) Prepare or arrange by contract for the provision of professional services and the preparation of plans by licensed professionals and/or other consultants for the carrying out of redevelopment projects.
- 6) Arrange or contract with public agencies or redevelopers.
- 7) Lease or convey property or improvements without public bidding.
- 8) Enter upon buildings or property for conduct of investigations or surveys.
- 9) Provide for relocation assistance
- 10) Carry out a voluntary rehabilitation program and develop plans for the enforcement of codes and regulations relating to use and occupancy, rehabilitation, demolition, and removal of buildings or improvements.
- 11) Request the designation of particular areas as areas in need off redevelopment or rehabilitation.

## **SITE PLAN AND SUBDIVISION APPLICATIONS**

Redevelopment activities shall be in conformance with the adopted redevelopment plan which may be amended from time to time in accordance with law. Site plan review shall be conducted by the Planning Board of the Township of Pittsgrove, pursuant to the provision of the Municipal Land Use Law N.J.S.A. 40:55D-1 et. seq.

All leases, agreements, deeds, and other instruments from, or between, the Redevelopment Agency, and to, or with a redeveloper, shall comply with the applicable provisions of Title 40, Chapter 37A.

## **AGREEMENTS WITH (RE-)DEVELOPER**

Agreements with developers shall note that only those uses established in the redevelopment plan shall be constructed, and prohibit, without approval of the redevelopment entity, the sale, leasing, or transferring of the redevelopment project, or portion thereof, without written consent.



## **EQUAL OPPORTUNITY**

The land within the project area shall not be restricted on the basis of race, creed, color, or national origin in the sale, use, lease, or occupancy thereof.

## **PERIOD OF APPLICABILITY**

The provisions of this plan, specifying the redevelopment plan for the project area and requirements and restrictions with respect thereto, shall be in effect for a period yet unspecified until such time as the purpose of the plan has been satisfied and the designated district's need for redevelopment has been substantially alleviated.

## **COMPATIBILITY WITH STATE AND LOCAL PLANS**

### **State Development and Redevelopment Plan (SDRP)**

The RDA-1 redevelopment area is predominantly classified as a Rural/Environmentally Sensitive Area (PA4B) due to the fact that it is located within the drainage basin of the Maurice River (identified as a "pristine waterway"). In terms of consistency with the intent of the PA4B area, this plan promotes (1) the revitalization of less than fully productive lands having a commercial or industrial zoning classification; (2) promotes agriculture via the opportunity for same within open space areas and through allowance for permitted uses supportive of the agriculture industry; and (3) promotes, as well, protection of community character in the call for planned development, significant open space setbacks, and contextual building design elements. While growth is not proposed in a designated Center, an intent of the planning area, it is nonetheless proposed in a RDA-1 redevelopment area which can be viewed as a de facto Center with development opportunity enhanced within a delineated area, the limits of which bounded by waterways, wooded areas, and farmland.

As indicated in the State of New Jersey Department of Community Affairs letter dated January 13, 2006 (Appendix C) approving the designation of RDA-1 as a redevelopment area, while redevelopment in a PA4B is generally not encouraged, the State Plan anticipates limited growth in all Planning Areas including the area being designated. The letter further states that after much review, the subject area is appropriate for redevelopment.

### **Relationship to Township Master Plan**

The township master plan states that Pittsgrove seeks to increase commercial development in certain areas, one of those locations being Landis Avenue, and recommends establishing RDA-1 redevelopment areas as a strategy for accomplishing this. This plan is consistent with this goal. The redevelopment plan is also consistent with the master plan and the amplifying general reexamination of 2006 in that this redevelopment initiative affords opportunity for concentrated commercial and industrial development proximate to a state highway.

### **Relationship to Pittsgrove Economic Development Plan**

This redevelopment plan is consistent with the Pittsgrove Economic Development Plan, which states that “the primary focus of the plan is on attracting new businesses and expanding existing businesses in the Landis Avenue area because of its commercial zoning, a desirable proximity to Route 55, its abundance of developable land, and its need for revitalization.”

### **Relationship to Plans of Adjacent Municipalities**

The RDA-1 redevelopment area is approximately two-thirds of a mile from the City of Vineland in Cumberland County. It is not anticipated that the redevelopment plan will have a significant adverse impact on the City of Vineland since the RDA-1 redevelopment area is separated from the City by a buffer of open space. Furthermore, the City of Vineland seeks to promote commercial activity along Landis Avenue. Commercial development promoted by this redevelopment plan could potentially enhance such activity in Vineland. However, approval of plans for the RDA-1 redevelopment area should require consideration of anticipated impacts on commerce located nearby in this adjacent municipality. The City of Vineland is home to the South Jersey Healthcare Regional Medical Center. The allowance of medical offices in this redevelopment plan could spur construction of offices supporting this medical center which could be beneficial to Vineland in that it would support the medical center’s viability while allowing land that would have been otherwise developed with medical offices within Vineland to be preserved as open space. Such open space preservation is a goal of Vineland’s master plan.

The RDA-1 redevelopment area is buffered on its west side from Deerfield Township by a strip of land (approximately two-thirds of a mile long) containing mostly open space. At the border of Deerfield and Pittsgrove Townships along Landis Avenue is a grocery store. Additional commercial activity in Deerfield Township is nearby which may experience a residual benefit from development of the Landis area zone.



## **APPENDIX A**

### **New Jersey Financing and Incentive Programs**

#### **Property Tax Abatement:**

A five-year tax abatement program is available to new and expanding businesses in the RDA-1 redevelopment area. Under this program, the approved property pays no taxes in year one, 20% in year two, 40 % in year three and so forth until 100% of taxes are paid in year six.

A longer term payment-in-lieu-of-taxes (PILOT) may be available to qualifying developers. PILOT agreements can be up to 30 years. The amount of the pilot is based on a percentage of the project income or total project cost. Agreements must be approved before the project begins.

#### **Business Employment Incentive Fund:**

Under the BEIP program, incentive grants are offered to companies that create new jobs in New Jersey. Qualified businesses can apply for periods as long as 10 years for incentive grants up to 80% of the New Jersey personal income tax withholdings from new jobs created when they relocate to New Jersey, or expand their businesses in the state. In the base year, the company must create at least 25 new jobs in a targeted urban community or at least 75 jobs in a suburban area.

#### **Bond Financing:**

Bond financing can be an attractive form of lower cost, long-term borrowing for qualifying businesses needing at least \$1 million in capital. Tax-exempt bond financing, which can provide capital at interest rates substantially below the prime rate, is authorized under the Internal Revenue Code for use by manufacturers needing to finance buildings and equipment. The New Jersey Economic Development Authority may issue a bond of up to \$10 million to enable a manufacturer to finance real estate acquisitions, equipment, machinery, building construction, and renovations. Certain other specified businesses also may qualify for this type of financing, such as commercial and industrial projects located in federal Empowerment or Enterprise Zone Communities. Taxable bonds, which also can provide favorable interest rates, are not subject to the same federal restrictions. They may be used on a wider range of businesses without dollar limitations and for such purposes as debt refinancing or working capital.

#### **Statewide Loan Pool for Business:**

Through an arrangement between the New Jersey Economic Development Authority and New Jersey banks, loans from \$50,000 up to \$3 million for fixed assets and up to \$500,000 for working capital are available. The New Jersey Economic Development Authority provides up to 25% of the financing subordinate to 75% bank participation. Also, the New Jersey Economic Development Authority will provide up to \$250,000 of the loan at a below-market interest rate and also may guarantee up to 30% of the bank portion.

**Local Development Financing Fund:**

The New Jersey Economic Development Authority's Local Development Financing Fund is aimed at stimulating commercial and industrial projects in Urban Aid communities through matched fixed-asset loans. Low-interest local development loans can range from \$50,000 to \$2 million. The host municipality must sponsor the request for financial assistance.

**Fund for Community Economic Development:**

Loans and loan guarantees are made to urban-based community organizations that in turn make loans to microenterprises and small businesses which may not qualify for traditional bank financing. Affordable capital is provided to fill financing gaps in the development of community facilities and other real estate-based economic development projects. Funds are available to local groups to finance feasibility studies and other predevelopment costs to determine if a real estate project is viable. Technical assistance is also available to support the long-term growth and viability of individual organizations.

**Real Estate Development**

The New Jersey Economic Development Authority supports the creation of jobs and ratables principally in the urban centers of the state by providing assistance for projects that are consistent with state and local economic development objectives. The NJEDA's main development focus targets urban-aid municipalities. In pursuing that goal, the NJEDA has engaged in a large number of projects in the development of centers identified in the State Plan. Examples include the New Jersey Performing Arts Center in Newark, the Blockbuster-Sony Music Entertainment Center in Camden and the Jersey City Medical Center. It also supports the growth of important industry sectors such as the Technology Center in New Brunswick.

**Sustainable Loan Fund:**

The Sustainable Loan Fund, that provides low-interest loans of up to \$250,000, is targeted to assist companies wishing to improve the environmental quality of their operations. Preference for loans is given to firms that locate in urban and town centers near existing infrastructure and mass transit.

**Brownfields Incentive for Industrial Cleanup**

The New Jersey Commerce & Economic Growth Commission provides significant incentive program to developers who remediate and redevelop contaminated sites. A developer may enter into a redevelopment agreement with the Secretary of Commerce that allows for recovery of up to 75% of the cost of remediation once the redevelopment project has begun to realize the new tax revenues in an amount sufficient to cover the cost of remediation. The developer must be a nonresponsible party, who agrees to undertake and complete the cleanup to the satisfaction of the New Jersey Department of Environmental Protection.

**Hazardous Discharge Site Remediation Loan & Grant Program:**

Businesses may qualify for loans up to \$1 million for up to 10 years for site investigation and cleanup. The interest rate is the Federal Discount Rate at approval or closing of contaminated sites, whichever is lower, with a minimum of 5%. Loan guarantees are also available.

### **Customized Training Program:**

The New Jersey Department of Labor's Customized Training Program promotes the creation and retention of high-skill, high-wage jobs through comprehensive workforce training. Financial assistance in the form of matching grants may be available to qualified businesses to offset some of the costs of occupational training in the workplace. Training plans are largely designed by the employer. Training may be classroom based or on the job. Applicants may select a third party training vendor such as New Jersey community colleges, four-year colleges/universities, county vocational schools, or private training organizations.

### **Urban Enterprise Zone Program**

The New Jersey Urban Enterprise Zone Program was created to stimulate economic development and job creation in the State's designated zones. Participating businesses located in these zones are eligible to receive incentives, including sales tax exemptions for building materials, equipment and supplies invested or used at the certified site, corporation tax benefits, and unemployment insurance rebates. Retailers charge only half the current sales tax on most "in person" purchases. Receipts from retail sales are deposited into a Zone Assistance Fund to which zone municipalities may apply for funding for projects within the urban enterprise zones. Over \$315 million has been approved from the Zone Assistance Fund for more than 1,000 zone projects. The Program's over 6,500 participating businesses have created over 50,000 full-time jobs and 5,000 part-time jobs since the program's inception in 1984. These companies employ 150,000 full-time employees and project hiring nearly 25,000 employees this coming program year. Companies have invested over \$9.9 billion to date in their businesses. They will invest another \$1.9 billion in the upcoming program year.

Benefits to Qualified Businesses Include:

- Reduced Sales tax (3% vs. 6% outside the UEZ)
- Sales tax exemptions
- Corporate tax credit for the hiring of certain designated employee groups
- Subsidized unemployment insurance costs
- Priority assistance for the Local Development Fund Program

### **NJ Redevelopment Authority:**

The New Jersey Urban Redevelopment Act created the New Jersey Redevelopment Authority (NJRA) in 1996 to spearhead the economic development efforts in New Jersey's urban communities. The NJRA became operational in April 1997 and began focusing on investing in neighborhood-based redevelopment projects. Through the New Jersey Redevelopment Act, the NJRA has also assumed the assets and liabilities of the former Urban Development Corporation.

The Authority offers:

- low and no interest loans
- equity investments loan guarantees
- technical assistance

The NJRA partners with community-based organizations, developers and businesses to leverage its resources to formulate and develop redevelopment projects to increase economic opportunities in 67 eligible communities. The NJRA's primary interest is to ensure that projects developed are urban-focused, neighborhood-based and investment-driven. The NJRA's commitment to projects goes well beyond financing. The NJRA is taking a comprehensive approach to economic development opportunities that are "Creative Community Investments."

### **Technology Certification Program:**

This Innovative program allows new or expanding technology and biotechnology businesses to turn their tax losses and credits into cash to grow their businesses. Approved businesses may sell their unused net-operating-loss carry forwards and unused research and development tax-credit carry forwards to any corporate taxpayer in the state for at least 75% of the value of the tax benefits. They can then use the money raised for working capital to buy equipment or facilities or for other business expenses. To qualify, the technology or biotechnology business must have 225 employees or less of which at least 75% must be based in New Jersey, and meet certain other criteria.

### **Technology Transfer & Commercialization Program:**

This competitive investment program administered by the Commission on Science & Technology is a funding source for small, for-profit technology companies, to conduct product or process development projects with a near-term commercial outcome. Loans range from \$50,000 to \$250,000 and companies are required to repay only the principal amount of the loan. Companies eligible for this funding must be New Jersey based or plan to relocate to New Jersey.

### **Early Stage Enterprise (ESE) Seed Investment Fund:**

Very young technology enterprises may be eligible to receive investments ranging from \$50,000 to \$1.5 million.

### **SBIR Bridge Loan Program:**

Applicants for federal Small Business Innovation Research grants may receive loans which help bridge the time and financial gap between the awarding of Phase I and Phase II of the federal SBIR grants.

### **Edison Venture Finance Fund:**

To increase the availability of venture capital to New Jersey businesses, the Edison Venture Fund makes investments in emerging technology businesses in the mid-Atlantic region, including New Jersey. The Edison Venture Fund has committed to target one-third of its capital to New Jersey-based businesses. The New Jersey Economic Development Authority has invested in this fund, and refers qualified high-tech companies to the fund for financing.

### **R & D Tax Credit Carry Forward Extension:**

This law allows Research & Development Tax Credits to be carried forward for a period of 15 years. These credits must be incurred during period on or after 7/1/98, but no later than 6/30/01. Current law allows Research and Development Tax Credits to be Carried forward for a period of seven years. New Jersey corporate business taxpayers are eligible if they have incurred qualified research expenses

(pursuant to IRC 41 as of 6/30/92) in the following areas: advanced computing, advanced materials, biotechnology, electronic device technology, environmental technology, and medical device technology.

### **NJ Manufacturing Extension Program:**

This innovative program allows new or expanding technology and biotechnology businesses to turn their tax losses and credits into cash to grow their businesses. Approved businesses may sell their unused net-operating-loss carry forwards and unused research and development tax-credit carry forwards to any corporate taxpayer in the state for at least 75% of the value of the tax benefits. They can then use the money raised for working capital to buy equipment or facilities or for other business expenses. To qualify, the technology or biotechnology business must have 225 employees or less of which at least 75% must be based in New Jersey, and meet certain other criteria.

### **R & D Excellence Program:**

This program is intended to create and/or mature new scientific and technology areas, which have potential for products, services, or processes important to New Jersey's future economic development. This multi-year grant program is available to academic research centers to work in collaboration with industrial partners.

### **Advanced Technology Centers:**

Research Centers of excellence are located at New Jersey's major academic institutions, serving industry by offering and enhancing academic/industrial technology collaboration opportunities in a variety of disciplines. Advanced Technology Centers are designed to focus on strong industrial/academic R& D partnerships for continuous innovation to increase productivity, global competitiveness and profits

### **Technology Business Incubators:**

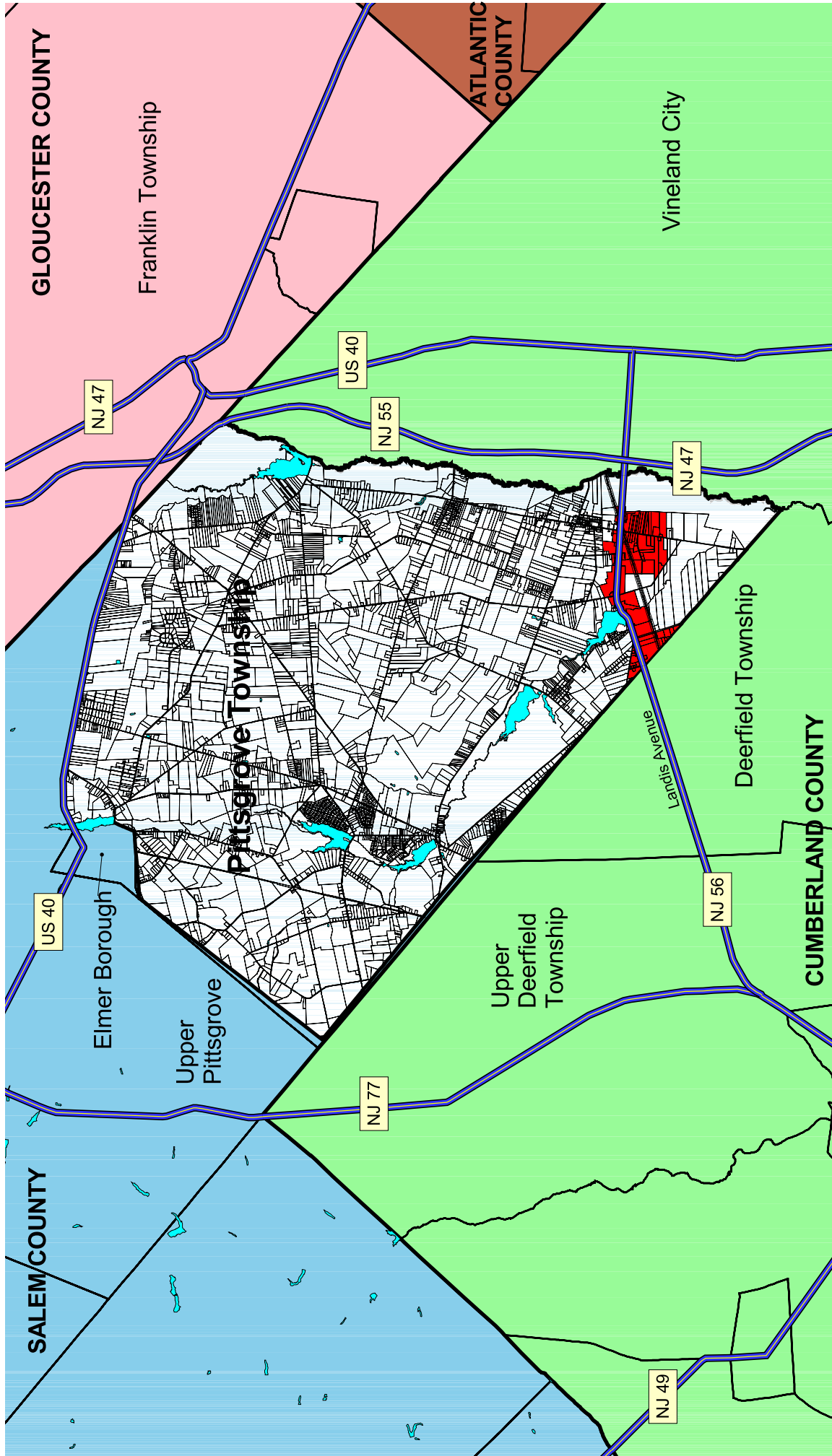
Seven incubator facilities provide start-up and small firms with low-cost office, light manufacturing and/or laboratory space, shared central facilities, and business training and assistance. The Commission on Science & Technology expects to develop an additional five new incubators in New Jersey within the next two years. This expansion will allow New Jersey and its businesses to enjoy the economic benefits that can be derived from the incubation model.

### **Technology Centre of New Jersey:**

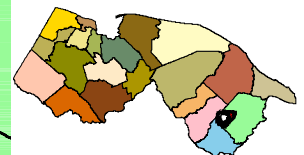
Designed by the New Jersey Economic Development Authority, the Technology Centre of New Jersey, conveniently located in Central Jersey, is a collaborative effort by the State of New Jersey, private corporations, and academia featuring state-of-the-art, affordable laboratory, office, and production facilities for emerging and established technology companies.

### **Washington Technical Liaison:**

The Technical Liaison Consultant provides New Jersey business with assistance in identifying available finding opportunities from the federal Small Business Innovation Research Program and other federal funding sources.



 Area Assessed for Redevelopment



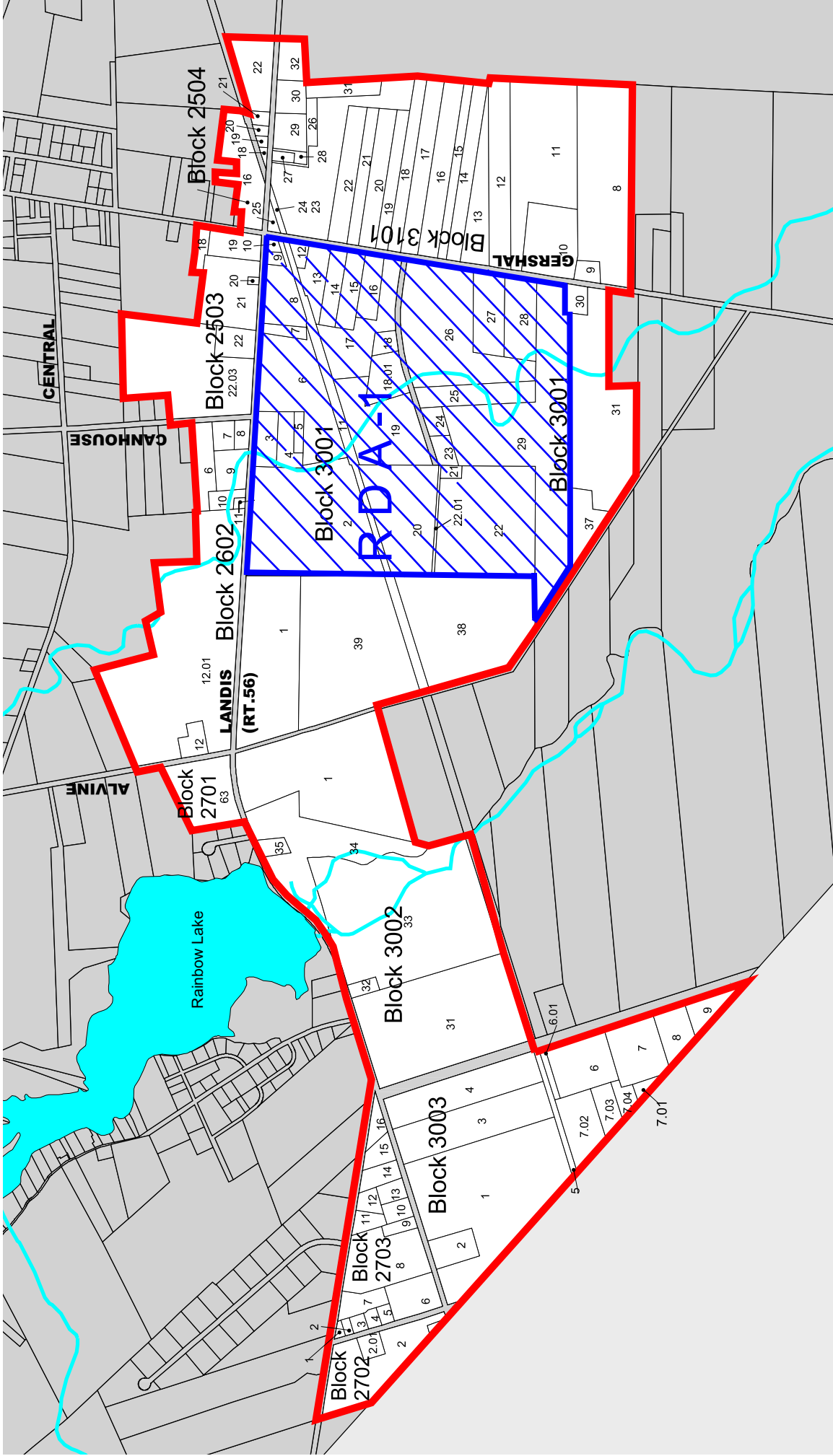
## RDA-1 REDEVELOPMENT PLAN

Map 1: LANDIS AVENUE AREA ASSESSED  
FOR REDEVELOPMENT



Pittsgrove Township  
Economic Development Committee  
856-358-2300  
May 24, 2007





AREA ASSESSED FOR REDEVELOPMENT  
RDA-1  
LOT NUMBERS  
LOT BOUNDARIES

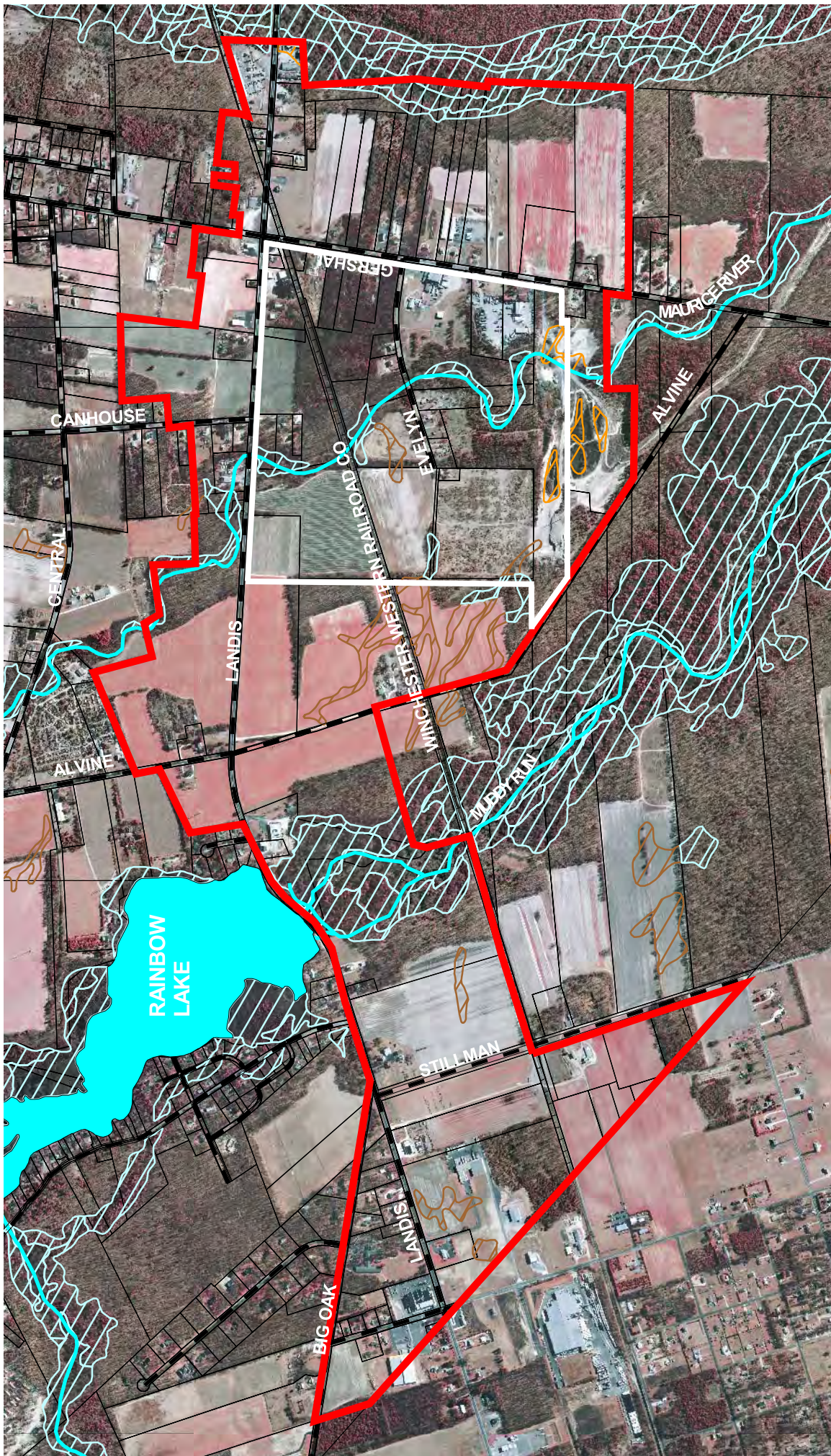
## RDA-1 REDEVELOPMENT PLAN

Map 2: BLOCK AND LOT NUMBERS



Pittsgrove Township  
Economic Development Committee  
856-358-2300  
May 24, 2007





**Proposed Redevelopment Area**

**Wetlands by Type of Land Use**

- AGRICULTURE
- BARREN LAND
- WETLANDS

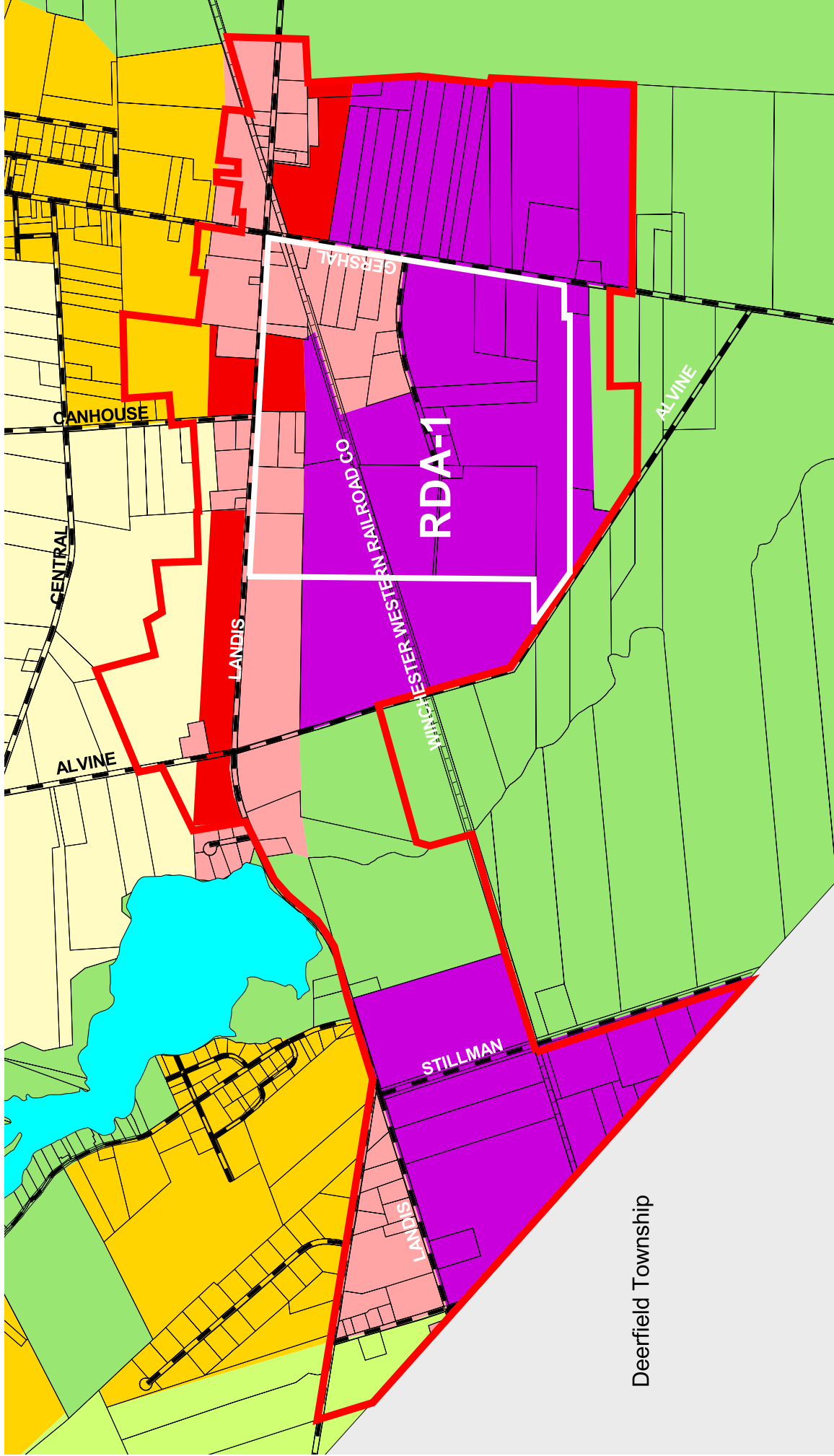
# RDA-1 REDEVELOPMENT PLAN

## Map 3: WETLANDS BY TYPE OF LAND USE



Pittsgrove Township  
Economic Development Committee  
856-358-2300  
May 24, 2007





- Proposed Redevelopment Area**
- 6 Lot Numbers
  - Lot Lines
- Zoning Districts**
- HB-56 Highway Business on Route 56
  - MC-1 Industrial Commercial
  - PHB Planned Highway Business
  - R-1 Residential
  - RR Rural Residential
  - C Conservation

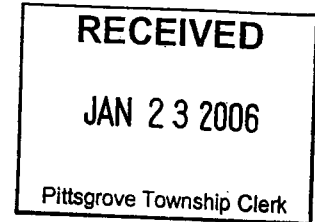
**RDA-1 REDEVELOPMENT PLAN**

Map 4: ZONING

Pittsgrove Township  
Economic Development Committee  
856-358-2300  
May 24, 2007



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 800  
TRENTON, NJ 08625-0800



RICHARD J. CODEY  
Acting Governor

CHARLES A. RICHMAN  
Acting Commissioner

January 13, 2006

Constance S. Garton  
Township Clerk  
Pittsgrove Township  
989 Centerton Road  
Pittsgrove, NJ 08318

Re: Resolution 2005-169  
Block 3001, Lots 2-17, 19, 20, 22, 22.01 and 26  
Pittsgrove Township, Salem County

Dear Ms. Garton:

We are in receipt of Resolution 2005-169 designating Block 3001, Lots 2-17, 19, 20, 22, 22.01 and 26 in Pittsgrove Township as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-6. The Office of Smart Growth has determined that the designated area is located in a Rural/Environmentally Sensitive Planning Area (PA4B), an area in which development and redevelopment is generally not encouraged according to the State Development and Redevelopment Plan. However, under certain circumstances, the State Plan anticipates limited growth throughout the State in all Planning Areas, including areas as identified in the above resolution. The character, location and magnitude of this growth will vary according to the specific characteristics of an area.

Upon review of the Resolution, the Preliminary Investigation Report and relevant planning documents, the Department approves the Township's designation finding that the subject area is appropriate for redevelopment. A review of existing aerial photography, and the Township's Preliminary Investigation report indicates with photographic documentation that there are numerous properties within the redevelopment area which match nearly all of the eight specific criteria described in the Local Housing and Redevelopment Law (N.J.A.C. 40A:12A-5 (c)) for determining if an area is in need of rehabilitation or redevelopment; ie, there are properties with underutilized or abandoned commercial and industrial uses, have been vacated, appear blighted and contain other brownfield like characteristics.

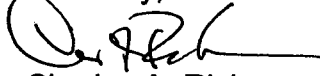
As you take the next steps in the redevelopment process, I encourage you to contact the Office of Smart Growth for technical assistance to assist your community in advancing these efforts. We also understand that the Township has expressed an interest in pursuing Plan Endorsement from the State Planning Commission. We have sent an information packet regarding Plan Endorsement under separate cover to the Township. If you have any questions regarding this



Constance S. Garton  
Pittsgrove Township  
January 13, 2006  
Page 2

letter or with respect to Plan Endorsement, please feel free to contact James Ruggieri, the Area Planner from the Office of Smart Growth who is responsible for Salem County, at (609) 633-7734.

Sincerely,



Charles A. Richman  
Acting Commissioner

CAR:jr:mac

Cc: Honorable Peter I. Voros, Mayor, Pittsgrove Township  
Maura K. McManimon, Executive Director, Office of Smart Growth  
Paul Drake, PP/AICP, Planning Director, Office of Smart Growth  
James Ruggieri, PP/AICP, Area Planner, Office of Smart Growth

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX F

### 46 Maple Road Documentation



LAW OFFICE OF

**GEORGE G. ROSENBERGER, JR.**  
18 NORTH MAIN STREET  
WOODSTOWN, NEW JERSEY 08098

PHONE: (856) 769-5100  
FACSIMILE: (856) 769-5155

e-mail ggrlaw@comcast.net

www.GeorgeGRosenberger.com



April 22, 2013

Elizabeth K. McManus, LEED AP  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

RE: Pittsgrove Township – Maple Road  
Our File: R4224-KK

Dear Elizabeth:

Copies of the recorded deed dated November 25, 2008, mortgage note and recorded mortgage for the Maple Road property in Pittsgrove Township are enclosed. If you have any questions, please call at your convenience.

Yours truly,

George G. Rosenberger, Jr.

GGR/dbp

Enclosures

Cc: Steve Wymbs, Administrator (w/o enc – via e-mail only)  
Habitat/Pittsgrove R4224-KK ltr 15

Consideration : \$85000.00 Exempt Code: 5

|         |        |           |                  |
|---------|--------|-----------|------------------|
| County  | State  | N.P.N.R.F | Total            |
| 85.00   | 212.50 | 0.00      | 340.00           |
| General | Public | Extra     | 1% Tax           |
| 0.00    | 42.50  | 0.00      | 0.00             |
|         |        |           | candy            |
|         |        |           | Date: 12/11/2008 |

Prepared by:

George G. Rosenberger, Jr., Esquire  
Attorney at Law of New Jersey**DEED**This Deed is made on November 25, 2008

**BETWEEN** HABITAT FOR HUMANITY OF SALEM COUNTY, NEW JERSEY, INC., a corporation organized not for profit in the State of New Jersey whose address is PO Box 400, Pedricktown, NJ 08067, referred to as the Grantor, **AND** SABRINA CODELLA, whose address is 46 Maple Road, Pittsgrove, NJ 08318, referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of EIGHTY-FIVE THOUSAND (\$85,000) DOLLARS. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 45:15-1.1) Municipality of Pittsgrove, Block No. 1508, Lot No. 1.

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Pittsgrove, County of Salem and State of New Jersey. The legal description is:

Lots 1, 2, 30, 31 and 32 of Section 43-24 as shown on plan of Cedar Ridge Park for the Clem-Row Company made by Elmer E. Todd, CE, dated April 12, 1926 and a 25 foot wide portion of land i/k/a Maple Rod, now vacated, shown on the old Pittsgrove Township Tax Map as Lot 63, Block 43-24, and Block 43-24, Lots 33, 34 and 35 as shown on "Plan of Cedar Ridge Park", Map #36 filed in the Salem County Clerk's Office.

BEING the same and lands and premises conveyed from the Township of Pittsgrove to Habitat for Humanity, a non-profit organization, a/k/a Habitat for Humanity of Salem County, New Jersey, Inc., the Grantor named herein, by deed dated February 13, 2007 and recorded in the Salem County Clerk's Office on May 8, 2007 in Book 1276 of Deeds, pages 292&c.

SUBJECT TO the following restrictions, which restrictions shall remain in effect for a term of twenty (20) years from the date of this deed and said restrictions shall run with the land. At the expiration of twenty (20) years, these restrictions shall expire and be of no further force and effect. The restrictions are as follows:

1. This property is subject to a purchase money mortgage that contains provisions for additional payments in the event of refinancing, sale, foreclosure or other alienation. The Grantee's obligation to satisfy the additional payment provisions shall remain in force until such time as the purchase money mortgage is canceled and discharged of record.
2. The Grantee shall maintain the premises as the Grantee's principal residence and shall not lease or allow any other person to permanently reside in the premises unless the Grantee shall also reside and maintain his/her residence in the premises.

ALSO SUBJECT TO all easements, covenants and restrictions of record including those detailed in N.J.S.A. 40A:12-21.

**Affordable Housing Covenants.** Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for a period of 30 years from the date of this deed (the "Control Period"), as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, the restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," unless the municipality in which the unit is located elects to release the unit from such requirements.

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Pittsgrove Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. In the event the Property is rented as provided in paragraph E above, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

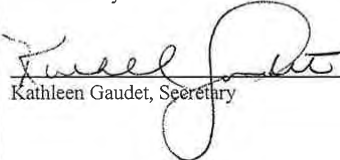
**Remedies for Breach of Affordable Housing Covenants.** A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at *N.J.A.C. 5:80-26*, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in *N.J.A.C. 5:80-26.10A(b)*:

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (*N.J.S.A. 46:4-6*). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

  
Kathleen Gaudet, Secretary

 (Seal)  
Kenneth Suwala, President



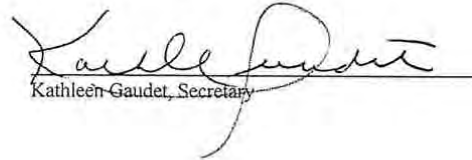
STATE OF NEW JERSEY:

SS.:

COUNTY OF SALEM:

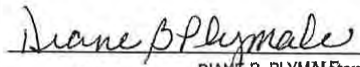
I CERTIFY that on November 25, 2008, Kathleen Gaudet personally came before me, and acknowledged under oath, to my satisfaction, that:

- a. this person is the secretary of Habitat for Humanity of Salem County, New Jersey, Inc., the corporation named in this document;
- b. this person is the attesting witness to the signing of this document by the proper corporate officer who is Kenneth Suwala, the President of the corporation;
- c. this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d. this person knows the proper seal of the corporation which was affixed to this document;
- e. this person signed this proof to attest to the truth of these facts; and
- f. made this Deed for \$85,000 as the full and actual consideration paid or to be paid for the transfer of title

  
Kathleen Gaudet, Secretary

Signed and sworn to before me on

November 25, 2008

  
DIANE B. PLYMALE  
Notary Public  
State of New Jersey  
My Commission Expires 12-22-2010



## DEED

Dated: November 25, 2008

HABITAT FOR HUMANITY OF SALEM  
COUNTY, NEW JERSEY, INC., a corporation  
organized not for profit in the State of New Jersey,

Grantor.

TO

SABRINA CODELLA,

Grantee.

Record and return to:

George G. Rosenberger, Jr.  
18 North Main Street  
Woodstown, NJ 08098

Habitat/Pittsgrove R4224-KK Deed



# MORTGAGE NOTE

This Mortgage Note is made on November 25, 2008

**BETWEEN** the Borrower, SABRINA CODELLA, whose address is 46 Maple Road, Pittsgrove, NJ 08318 referred to as "I" **AND** the Lender HABITAT FOR HUMANITY OF SALEM COUNTY, NEW JERSEY, INC., a corporation organized not for profit whose address is PO Box 400, Pedricktown, NJ 08067 referred to as the "Lender".

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Note by transfer.

**Borrower's Promise to Pay Principal and Interest.** In return for a loan that I received, I promise to pay \$169,500 (called "principal") to the Lender.

**Payments.** I will pay principal based on a 20 year payment schedule for principal in the amount of \$169,500 with monthly payments of \$352.08\* on the first day of each month beginning on January 1, 2009. Additional mortgage principal in the amount of \$85,000 shall be conditionally forgiven by the Lender in the amount of \$4,250 every 12 months, with the first reduction being made 12 months after the first principal payment is made, so long as all preceding monthly payments were timely made, or if not timely made, then paid within 30 days of the due date along with the required late charge. The parties understand, stipulate and agree that this additional principal represents the fair and reasonable value for labor and donated materials given to the Borrower over the term of this Mortgage Note. In the event the Borrower elects to refinance, resell or alienate the subject property, or the property has to be foreclosed, the outstanding principal balance plus the initial additional principal balance is the total principal to be satisfied by the Borrower from the proceeds of any refinancing, sale or foreclosure sale. I will pay all amounts owed under this Note no later than December 1, 2028. All payments will be made to the Lender at the address shown above or to a different place if required by the Lender.

\*THE Borrowers will pay, in addition to the sums required under the terms of this Mortgage, such amounts as may be specified by the Lender from time to time into an escrow account as designated by the Lender for payment of property taxes and insurance premiums in connection with the mortgaged property. The monthly escrow payment shall be in the amount of \$398.92 making a total monthly payment of \$751 at the time of settlement.

**Due on Sale.** If the property which is the subject of this Mortgage Note is sold, the remaining balance on this Note shall be due.

**Early Payments.** I have the right to make payments at any time before they are due. These early payments will mean that this Note will be paid in less time. However, unless I pay this Note in full, my monthly payments will remain the same.

**Late Charge for Overdue Payments.** If the Lender has not received any payment within 10 days after its due date, I will pay the Lender a late charge of \$25. This charge will be paid with the late payment.

**Mortgage to Secure Payment.** The Lender has been given a Mortgage dated November 25, 2008 to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property I own located at 46 Maple Road in the Township of Pittsgrove in the County of Salem and State of New Jersey. All terms of the Mortgage are made part of this Note.

**Default.** If I fail to make any payment required by this Note within 30 days after its due date, or if I fail to keep any other promise I make in this Note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, interest will begin to accrue at the rate of 8% per annum calculated from the date I made my last monthly principal payment, and I must immediately pay the full amount of all unpaid principal, interest, and other amounts due on the Mortgage and this Note and the Lender's costs of collection and reasonable attorney fees. In the event the Lender is required to foreclose the Mortgage that secures this Note, then I agree that any principal amounts previously forgiven shall be reinstated and become fully due and owing as part of the principal due in foreclosure.

**Recapture for Refinancing, Foreclosure, Sale or Alienation.** In the event the Borrower should refinance, sell or alienate the subject property, or the mortgage is foreclosed, then the parties understand and agree that the full amount of any principal payments previously forgiven shall be reinstated and must be paid and satisfied in full. Principal forgiveness shall only be non-recoverable by the Lender when the Borrower has made all required payments during the term of this Mortgage Note, however, this obligation shall not preclude the Borrower from making additional monthly payments in the regular course of satisfying the Borrower's obligations set forth herein.

**Waivers.** I give up my right to require that the Lender do the following: (a) to demand payment (called "presentment"), (b) to notify me of nonpayment (called "notice of dishonor"); and (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

**Government Charges and Assessments.** I will pay all assessments and charges for municipal services such as water and sewer as due. In the event I fail to make timely payments for any such charges, the Lender may deem the mortgage to be in default.

**Each Person Liable.** The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

**No Oral Changes.** This Note can only be changed by an agreement in writing signed by both the Borrowers and the Lender.

**Signatures.** I agree to the terms of this Note. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

  
George G. Rosenberger, Jr.

  
Sabrina Codella (Seal)

---

## MORTGAGE NOTE

Date: 11/25/08

SABRINA CODELLA,

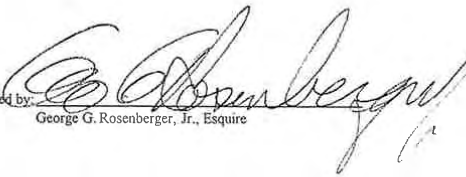
Borrower,

TO

HABITAT FOR HUMANITY OF SALEM  
COUNTY, NEW JERSEY, INC.,  
a corporation organized not for profit,

Lenders.

---

Prepared by:   
George G. Rosenberger, Jr., Esquire

## MORTGAGE

This Mortgage is made on November 25, 2008

**BETWEEN** the Borrower, SABRINA CODELLA, whose address is 46 Maple Road, Pittsgrove, NJ 08318, referred to as "I" **AND** the Lender HABITAT FOR HUMANITY OF SALEM COUNTY, NEW JERSEY, INC., a corporation organized not for profit whose address is PO Box 400, Pedricktown, NJ 08067 referred to as the "Lender".

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

**Mortgage Note.** In return for a loan that I received, I promise to pay \$169,500 (called "principal") in accordance with the terms of a Mortgage Note dated November 25, 2008 (referred to as the "Note"). The Note provides for monthly payments of \$352.08\* and annual principal forgiveness in the amount of \$4,250. All sums owed under the Note are due no later than December 1, 2028. All terms of the Note are made part of this Mortgage.

\*THE Borrowers will pay, in addition to the sums required under the terms of this Mortgage, such amounts as may be specified by the Lender from time to time into an escrow account as designated by the Lender for payment of property taxes and insurance premiums in connection with the mortgaged property. The monthly escrow payment shall be in the amount of \$398.92 making a total monthly payment of \$751 at the time of settlement.

**Additional Principal.** The Borrower acknowledges that the Lender has an interest in the premises representing the agreed value for volunteer labor and donated material in the amount of \$85,000. So long as the Borrower makes all required monthly payments as provided in the Note, this additional principal will be conditionally forgiven at the rate of \$4,250 per year, with the first forgiveness occurring 12 months from the date the Borrower's first payment is due. In the event the Borrower refinances this Mortgage during the term of the mortgage, sells or alienates the property during the term of this mortgage, or the Lender files a foreclosure proceeding during the term of this mortgage, then any amount previously forgiven shall become immediately due and payable along with all other outstanding principal obligations. The Lender, its successor and assign has the right to recover an additional amount from the Borrower, or the Borrower's heirs, personal representative or successors in the event of any refinancing, sale, alienation or foreclosure for a term of twenty (20) years from the date of this Mortgage. During that twenty (20) year term, if the Borrower in any way alienates the property or forfeits the Borrower's interest in same, then the Borrower agrees that the principal secured by this Mortgage shall be increased by an amount equal to the additional principal amount set forth in this Mortgage, and that same must be paid upon the Borrower's sale or alienation of the premises, upon the Borrower's refinancing of same. This amount shall also be due and payable in the event the property is subject to foreclosure and shall be added as additional principal due and owing in foreclosure.

**Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is located in the Township of Pittsgrove, County of Salem and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description of the property is:

Lots 1, 2, 30, 31 and 32 of Section 43-24 as shown on plan of Cedar Ridge Park for the Clem-Row Company made by Elmer E. Todd, CE, dated April 12, 1926 and a 25 foot wide portion of land f/k/a Maple Rod, now vacated, shown on the old Pittsgrove Township Tax Map as Lot 63, Block 43-24, and Block 43-24, Lots 33, 34 and 35 as shown on "Plan of Cedar Ridge Park", Map #36 filed in the Salem County Clerk's Office.

BEING the same and lands and premises conveyed from the Township of Pittsgrove to Habitat for Humanity, a non-profit organization, a/k/a Habitat for Humanity of Salem County, New Jersey, Inc., the Grantor named herein by deed dated February 13, 2007 and recorded in the Salem County Clerk's Office on May 8, 2007, in Book 1276 of Deeds, pages 292&c.

SUBJECT TO the following restrictions, which restrictions shall remain in effect for a term of twenty (20) years from the date of this deed and said restrictions shall run with the land. At the expiration of twenty (20) years, these restrictions shall expire and be of no further force and effect. The restrictions are as follows:

1. The Grantee shall maintain the premises as the Grantee's principal residence.
2. The Grantee shall not lease nor allow any other person to permanently reside in the premises unless the Grantee shall also reside and maintain his/her residence in the premises.

ALSO SUBJECT TO all easements, covenants and restrictions of record including those detailed in *N.J.S.A. 40A:12-21*.

**Rights Given to Lender.** I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

**Promises.** I make the following promises to the Lender:

1. **Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.

**2. Payments.** I will make all payments required by the Note and this Mortgage.

**3. Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

**4. Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

**5. Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

**6. Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

**7. Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

**8. Rental Prohibited.** I will not transfer occupancy to any tenant and will occupy the premises as my principal residence throughout the term of this mortgage.

**9. Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

**10. No Subordinate Financing.** I will not obtain any secondary financing using any equity I may have in this property without the express written consent of the Lender. In the event I violate this promise, the Lender has the right to require immediate payment by accelerating all outstanding payments and recapturing all payments previously forgiven and to foreclose this property upon my failure to pay the total amount due the Lender.

**Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

**Tax and Insurance Escrow.** If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

**Payments Made for Borrower(s).** If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

**Default.** The Lender may declare that I am in default on the Note and this Mortgage if:

- (a) I fail to make any payment required by the Note and this Mortgage within 30 days after its due date;
- (b) I fail to keep any other promise I make in this Mortgage;
- (c) the ownership of the Property is changed for any reason;
- (d) the holder of any lien on the Property starts foreclosure proceedings;
- (e) bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers; or
- (f) I fail to occupy the premises as my principal residence.

**Payments Due Upon Default.** If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

**Lender's Rights Upon Default.** If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Lender.

**Notices.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

**No Waiver by Lender.** Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

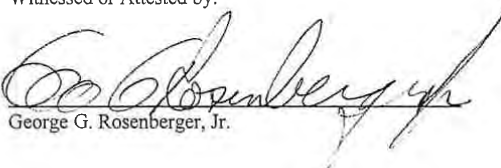
**Each Person Liable.** This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

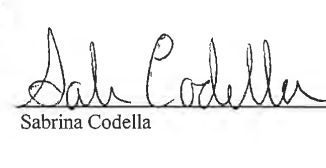
**No Oral Changes.** This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

**Copy Received.** I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

**Signatures.** I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

  
George G. Rosenberg, Jr.

  
Sabrina Codella (Seal)

STATE OF NEW JERSEY  
COUNTY OF SALEM

SS.:

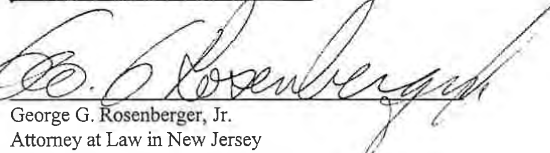
I CERTIFY that on November 25, 2008

Sabrina Codella personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me on

November 25, 2008

  
George G. Rosenberg, Jr.  
Attorney at Law in New Jersey

## NOTE MORTGAGE

Dated: 11-25-08

SABRINA CODELLA,

Borrower,

TO

HABITAT FOR HUMANITY OF SALEM  
COUNTY, NEW JERSEY, INC.,  
a corporation organized not for profit,

Lender(s).

Record and return to:

George G. Rosenberger, Jr.  
18 North Main Street  
Woodstown, NJ 08098

To the County Recording Officer of Salem County:

This Mortgage is fully paid. I authorize you to cancel it of record.

HABITAT FOR HUMANITY OF  
SALEM COUNTY, NEW JERSEY, INC.,  
a corporation organized not for profit

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lender

I certify that the signature of the Lender is genuine.

\_\_\_\_\_  
(Seal)



TOWNSHIP OF PITTSBURGH  
989 CENTERTON ROAD  
PITTSBURGH, NJ 08318

Date Issued 02/20/2008  
Control #  
Permit # 08-039

# UCC NEW JERSEY CONSTRUCTION PERMIT

IDENTIFICATION Block 1508 Lot 1 Qual

Work Site Location MAPLE ROAD  
PITTSBURGH, NJ  
Owner in Fee HABITAT FOR HUMANITY  
Address P O BOX 400  
PEDRICKTOWN, NJ 08067-  
Telephone (856)299-8422  
Contractor HABITAT FOR HUMANITY  
Address P O BOX 400  
PEDRICKTOWN, NJ 08067-  
Telephone (856)299-8422  
Lic. No. or Bldrs. Reg. No.  
Federal Emp. No. 22-2446425

Is hereby granted permission to perform the following work:

[X] BUILDING [ ] LEAD HAZARD ABATEMENT  
[X] ELECTRICAL [ ] DEMOLITION  
[ ] ELEVATOR DEVICES [ ] OTHER  
(Subchapter 8 only)

DESCRIPTION OF WORK:  
SFR- RANCHER

PAYMENTS (Office Use Only)  
Building 534  
Electrical 144  
Plumbing 225  
Fire Protection 150  
Elevator Devices 0  
Other  
DCA State Permit Fee 53  
Cert. of Occupancy 35  
Other  
Total 1,141  
Check No. 3647  
Cash  
Collected By DM

NOTE: If construction does not commence within one (1) year of date of issuance,  
or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$ 59,100

Construction Official *JJ. Thayer* Date 02/20/2008

U.C.C. F170 (rev. 3/96) NJ UCCANS 5.24F

TOWNSHIP OF PITTSBURGH  
989 CENTER TOWN ROAD  
PITTSBURGH, NJ 08318

UCC NEW JERSEY  
CERTIFICATE

Date Issued 12/03/2008  
Control #  
Permit # 08-039

IDENTIFICATION

Block 1508 Lot 1 Qual  
Work Site Location MAPLE ROAD  
PITTSBURGH, NJ  
Owner in Fee/Occupant HABITAT FOR HUMANITY  
Address P O BOX 400  
PEDRICKTOWN, NJ 08067-  
Telephone (856)299-8422  
Contractor HABITAT FOR HUMANITY  
Address P O BOX 400  
PEDRICKTOWN, NJ 08067-  
Telephone (856)299-8422 Fax ( )  
Lic. No. or Bldrs. Reg. No.  
Federal Emp. No. 22-2446425

Home Warranty No. 191517  
Type of Warranty Plan: [X] State [ ] Private  
Use Group R-3  
Maximum Live Load 0  
Construction Classification  
Maximum Occupancy Load 0  
Description of Work/Use:

SFR- RANCHER

[X] 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:

[ ] 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

[ ] 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 \_\_\_\_\_.

Fee \$ 35  
Paid [X] Check No. 3647  
Collected by: DM

CONSTRUCTION OFFICIAL

U.C.C. F260 (rev. 3/96) NJ UCCARS 5.24F

Township of Pittsgrove  
989 Centerton Road  
Pittsgrove, NJ 08318  
856-358-2300 Ext 24

FILE COPY

Permit # 156-07  
Date Issued: 8/13/2007

# ZONING PERMIT

Site Location: Maple Road Block 1508 Lot 1 Zone R-4

Owner: Habitat for Humanity of Salem County Applicant: SAME

P.O. Box 400

Pedricktown, PA 08067

299-8422, Paul Codella 609-420-6952

Wetlands: Yes      No X

Application Date 8/7/07 Fee Paid \$25.00

This certifies that an application for an issuance of a Zoning Permit has been examined and approved for:  
**The construction of a Single Family dwelling.**

Approved Setbacks: Front: 45' Rear: 80' Right Side: 52.6' Left Side: 40' Height: 16'10"

Upon review it has been determined that:  
X Use is permitted by Ordinance  
     Use is approved by Variance/Resolution #     , date of approval       
     Other approval granted by:      Zoning Officer      Planning Board      Other     

Comments: \* No structures/construction permitted in wetland areas, right of ways, buffers or easements. \*

Other Permits or Approvals must be obtained through the: CONSTRUCTION DEPARTMENT  
PITTSBURGH TOWNSHIP ENGINEER (driveway access)

R. R. 8-13-07  
Robert S. Berducci, Zoning Officer Date



**TOWNSHIP OF PITTSBGROVE**

**RESOLUTION 06- 130**

**A RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO  
EXECUTE A DEED TRANSFERRING BLOCK 1508, LOTS 1, 1.01, 1.02, 1.03 & 2  
TO THE NON-PROFIT ORGANIZATION, HABITAT FOR HUMANITY**

**WHEREAS**, the Township of Pittsgrove owns property located at Block 1508, Lots 1.01, 1.02, 1.03 and 2; and

**WHEREAS**, the Township of Pittsgrove attempted to sell such property at public auction, however, there were no bidders; and

**WHEREAS**, the non-profit organization, Habitat for Humanity, contacted the Township of Pittsgrove requesting the Township donate the above-referenced lots to its organization for purposes of rehabilitation and sale; and

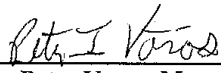
**WHEREAS**, N.J.S.A. 48:12-21 authorizes a municipality to privately sell, for nominal consideration, real property to any duly, incorporated, non-profit organization for the purpose of building or rehabilitating residential property for resale on condition that any profits from the resale of the property shall be applied to the non-profit organization's costs of acquiring and rehabilitating other residential property in need of rehabilitation owned by the Municipality.

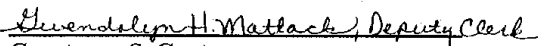
**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Pittsgrove, County of Salem, State of New Jersey that the Mayor and Township Clerk are authorized to execute a Deed transferring Block 1508, Lots 1, 1.01, 1.02, 1.03 and 2 to the non-profit organization, Habitat for Humanity, on condition that any profits from the resale of the property shall be applied to the non-profit organization's costs of acquiring and rehabilitating other residential property in need of rehabilitation owned by the Municipality.

This Resolution shall take effect according to law.

**TOWNSHIP OF PITTSBGROVE**

**ATTEST:**

  
By: Peter Voros, Mayor

  
Constance S. Garton  
Township Clerk

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX G

### Accessory Apartment Ordinance, Draft Amendment



*Township of Pittsgrove, NJ  
Tuesday, May 13, 2025*

## Chapter 60. Land Use and Development

### Article XI. Specific Use Standards and Regulations

#### § 60-84. Accessory apartments for affordable housing planning goals.

[Amended 5-11-2016 by Ord. No. 5-2016]

- A. Purpose. It is the purpose of this section to provide an opportunity for the creation of accessory apartments within residential districts of the Township sufficient to meet the Township's allocation of affordable housing as set forth in the Housing Plan of the adopted Township Master Plan. It is further intended that the owner-occupant of a dwelling in a residentially zoned property may apply to provide one or more such accessory apartments in said dwelling, which shall be rented according to the provisions of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-36.1 et seq.), and as administered by the appropriate housing officer of the Township of Pittsgrove. The total number of accessory apartments to be permitted shall be equal to the number set forth in the most recently adopted housing element of the adopted Master Plan. Once said number of units is provided, no further permits will be issued for such accessory apartments. All such accessory apartments created or constructed in accordance with the provisions of this section shall be strictly limited to low- and moderate-income households as dictated by the above noted Substantive Rules of the New Jersey Council on Affordable Housing.
- B. Administrative requirements. All persons wishing to provide an accessory apartment in accordance with the provisions of this section shall be subject to the requirements set forth in N.J.A.C. 5:93 and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-36.1 et seq.) as amended, and shall be required to be affirmatively marketed.
- C. Design criteria. An owner of an existing dwelling unit of three bedrooms or more which is in conformity with the regulations of the zoning district in which it is located or an owner of land on which he/she proposes to construct a dwelling unit within a zoning district in which accessory apartments are permitted as indicated on the Schedule of District Regulations, <sup>[1]</sup>may apply for a permit to convert, locate as a separate dwelling unit, and/or to add new construction onto said existing dwelling or proposed new dwelling in accordance with the following criteria:
  - (1) One accessory apartment may be created for any lot with an existing single-family detached dwelling as stipulated in the Schedule of District Regulations. The Planning Board shall determine that the lot on which said accessory apartment is proposed is sufficient in size to handle on-site septic disposal and water supply for the existing dwelling and the proposed accessory apartment. Since public sanitary sewer and/or potable water supply systems are not available to or anticipated to become available in the Township, the Planning Board shall require satisfactory testing and design of the proposed on-site provision of such facilities in connection with the creation of an accessory apartment. On lots with areas of 1.5 acres or less, the accessory apartment must be constructed within the footprint of the existing principal or an accessory structure. On lots greater than 1.5 acres, the accessory apartment may comprise an expanded building footprint.

- (2) Each dwelling unit resulting from a conversion shall contain at least two rooms in addition to a bathroom and kitchen and shall encompass 600 square feet of floor area. At least one dwelling unit shall have a minimum of 850 square feet of habitable floor area, and all additional dwelling units shall have minimum habitable floor areas of at least 600 square feet for a one-bedroom unit. No efficiency units shall be permitted. The Planning Board may permit a greater or lesser amount of habitable floor area where, in its reasonable opinion, such is warranted by the specific circumstances of the particular building.
- (3) There shall be only one external entrance that faces any given street and that is separate from any other external entrance to any dwelling on the same lot facing the same street, but this restriction shall not apply to two or more entrances in existence at the time of passage of this chapter.
- (4) Whenever a conversion and/or new construction is proposed for an accessory apartment, such conversion and/or construction shall be designed and achieved using materials, colors and details intended to blend and harmonize the new construction with the existing exterior architectural design of the original dwelling unit. The present existing exterior architectural design of the original dwelling shall be maintained to preserve the residential character of the neighborhood.
- (5) Each dwelling unit resulting from a conversion or new construction shall provide parking spaces as provided in § 60-80. All parking areas shall be located in the side or rear yard areas wherever possible and shall be convenient for the dwelling unit they are to serve. The Planning Board may require suitable improved pedestrian ways including sidewalks to provide access to such parking areas where necessary due to distance.
- (6) Each room resulting from a conversion shall be of reasonable size for the use intended and shall have adequate light and air from the outside which complies with the Uniform Construction Code and/or any local housing regulations. In addition, any dwelling unit resulting from a conversion shall have safe, adequate and convenient means of access and egress as required by the Uniform Construction Code, Fire Subcode, Fire Safety Subcode or other applicable regulations.
- (7) All accessory apartments shall submit plans and appropriate required approvals for the provision of sanitary sewer and potable water supply as part of their application for a conditional use permit. Where approved by the appropriate health or environmental regulatory agencies, provision of on-site septic disposal may be accomplished by separate or shared systems.

[1] *Editor's Note: Said schedule is included as an attachment to this chapter.*

- D. The Planning Board may also permit the conversion of and/or new construction to create an accessory apartment in an existing accessory building to an existing or proposed dwelling unit in a zoning district which permits accessory apartments as set forth in the Schedule of District Regulations. In such case, all the same requirements as stipulated in Subsection **C** above that are relevant shall apply to the creation of such accessory apartment in an accessory building.
- E. The granting of a conditional use permit for an accessory apartment shall be conditioned upon the owner of the property and structure wherein said apartment is to be located or added onto, entering into an agreement with the Township of Pittsgrove binding the owner and his/her successors or assignees to fulfilling all requirements for said accessory apartment to meet the affordable housing requirements noted in § 60-84A and **C**.
- F. Subject to the same requirements as set forth in Subsections **A** through **E** above, the Planning Board may permit the owner-occupant of a existing dwelling unit in a B-1 Neighborhood Business Zoning District to convert or construct, partially or whole, an accessory apartment.
- G. The applicant for an accessory apartment conditional use permit may apply to the Township for monies to construct or locate such dwelling unit subject to all terms and conditions set forth for such grants. The Township shall provide a subsidy to the owner of each accessory apartment of \$19,000 for a moderate income unit and \$24,000 for a low income unit.

**Ordinance \_\_\_\_**  
**Pittsgrove Township, Salem County**

**BE IT ORDAINED** by the Township Committee of the Township of Pittsgrove, County of Salem, and State of New Jersey, that Ordinance No. \_\_\_\_ be amended, supplemented to, and added as follows [Deletions shall appear as ~~thus~~ and additions shall appear as thus:

A. Purpose. It is the purpose of this section to provide an opportunity for the creation of accessory apartments within residential districts of the Township sufficient to meet the Township's allocation of affordable housing as set forth in the Housing Plan of the adopted Township Master Plan. It is further intended that the owner-occupant of a dwelling in a residentially zoned property may apply to provide one or more such accessory apartments in said dwelling which shall be rented according the provisions of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-36.1 et seq.), and as administered by the appropriate housing officer of the Township of Pittsgrove. The total number of accessory apartments to be permitted shall be equal to the number set forth in the most recently adopted housing element of the adopted Master Plan. Once said number of units is provided, no further permits will be issued for such accessory apartments. All such accessory apartments created or constructed in accordance with the provisions of this section shall be strictly limited to low- and moderate-income households as dictated by the above noted Substantive Rules of the New Jersey Council on Affordable Housing.

B. Administrative requirements. All persons wishing to provide an accessory apartment in accordance with the provisions of this section shall be subject to the requirements set forth in N.J.A.C. 5:93 and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-36.1 et seq.) as amended, and shall be required to be affirmatively marketed.

C. Design criteria. An owner of an existing dwelling unit of three bedrooms or more which is in conformity with the regulations of the zoning district in which it is located or an owner of land on which he/she proposes to construct a dwelling unit within a zoning district in which accessory apartments are permitted as indicated on the Schedule of District Regulations, may apply for a permit to convert, locate as a separate dwelling unit, and/or to add new construction onto said existing dwelling or proposed new dwelling in accordance with the following criteria:

- (1) One accessory apartment may be created for any lot with an existing single-family detached dwelling as stipulated in the Schedule of District Regulations.

The Planning Board shall determine that the lot on which said accessory apartment is proposed is sufficient in size to handle on-site septic disposal and water supply for the existing dwelling and the proposed accessory apartment. Since public sanitary sewer and/or potable water supply systems area not available to or anticipated to become available in the Township, the Planning Board shall require satisfactory testing and design of the proposed on-site provision of such facilities in connection with the creation of an accessory apartment.

On lots with areas of 1.5 acres or less, the accessory apartment must be constructed within the footprint of the existing principal or an accessory structure. On lots greater than 1.5 acres, the accessory apartment may comprise an expanded building footprint.

- (2) Each dwelling unit resulting from a conversion shall contain at least two rooms in addition to a bathroom and kitchen and shall encompass 600 square feet of floor area. At least one dwelling unit shall have a minimum of 850 square feet of habitable floor area,



and all additional dwelling units shall have minimum habitable floor areas of at least 600 square feet for a one-bedroom unit. No efficiency units shall be permitted. The Planning Board may permit a greater or lesser amount of habitable floor area where, in its reasonable opinion, such is warranted by the specific circumstances of the particular building.

(3) There shall be only one external entrance that faces any given street and that is separate from any other external entrance to any dwelling on the same lot facing the same street, but this restriction shall not apply to two or more entrances in existence at the time of passage of this chapter.

(4) Whenever a conversion and/or new construction is proposed for an accessory apartment, such conversion and/or construction shall be designed and achieved using materials, colors and details intended to blend and harmonize the new construction with the existing exterior architectural design of the original dwelling unit. The present existing exterior architectural design of the original dwelling shall be maintained to preserve the residential character of the neighborhood.

(5) Each dwelling unit resulting from a conversion or new construction shall provide parking spaces as provided in § 60-80. All parking areas shall be located in the side or rear yard areas wherever possible and shall be convenient for the dwelling unit they are to serve. The Planning Board may require suitable improved pedestrian ways including sidewalks to provide access to such parking areas where necessary due to distance.

(6) Each room resulting from a conversion shall be of reasonable size for the use intended and shall have adequate light and air from the outside which complies with the Uniform Construction Code and/or any local housing regulations.

In addition any dwelling unit resulting from a conversion shall have safe, adequate and convenient means of access and egress as required by the Uniform Construction Code, Fire Subcode, Fire Safety Subcode or other applicable regulations.

(7) All accessory apartments shall submit plans and appropriate required approvals for the provision of sanitary sewer and potable water supply as part of their application for a conditional use permit. Where approved by the appropriate health or environmental regulatory agencies, provision of on-site septic disposal may be accomplished by separate or shared systems.

D. The Planning Board may also permit the conversion of and/or new construction to create an accessory apartment in an existing accessory building to an existing or proposed dwelling unit in a zoning district which permits accessory apartments as set forth in the Schedule of District Regulations.

In such case, all the same requirements as stipulated in Subsection C above that are relevant shall apply to the creation of such accessory apartment in an accessory building.

E. The granting of a conditional use permit for an accessory apartment shall be conditioned upon the owner of the property and structure wherein said apartment is to be located or added onto, entering into an agreement with the Township of Pittsgrove binding the owner and his/her successors or assignees to fulfilling all requirements for said accessory apartment to meet the affordable housing requirements noted in § 60-84A and C.

G. F. Subject to the same requirements as set forth in Subsections A through F above, the Planning Board may permit the owner-occupant of a existing dwelling unit in a B-1 Neighborhood Business Zoning District to convert or construct, partially or whole, an accessory apartment.

G. The applicant for an accessory apartment conditional use permit may apply to the Township for monies to construct or locate such dwelling unit subject to all terms and conditions set forth for such grants. The Township shall provide a subsidy to the owner of each very low-income accessory apartment in the amount of \$75,000 per very low-income unit. ~~\$19,000 for a moderate-income unit, and \$24,000 for a low-income unit.~~

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX H

### Development Fee Ordinance



*Township of Pittsgrove, NJ  
Thursday, May 15, 2025*

## Chapter 25. Affordable Housing

### Article II. Development Fees

[Adopted 12-23-2008 by Ord. No. 12-2008]

#### § 25-4. Purpose; legislative authority.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the rules adopted by the New Jersey Council on Affordable Housing (COAH).
- B. Pursuant to P.L. 2008, c. 46, § 8 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have an approved spending plan may retain fees collected from nonresidential development.
- C. This article establishes standards for the collection, maintenance and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, §§ 8 and 32-38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

#### § 25-5. COAH or court approval required for imposition and spending of fees.

- A. The Township of Pittsgrove shall not impose development fees on any applicant pursuant to this article until COAH or a court has approved the Development Fee Ordinance pursuant to N.J.A.C. 5:96-5.1, except that residential fees may be collected pursuant to the previously approved fee ordinance until such time as this article takes effect, and nonresidential fees shall be collected in accordance with the Statewide Nonresidential Development Fee Act, N.J.S.A. 40:55D-8.1 et seq.
- B. The Township of Pittsgrove shall not spend development fees until COAH or a court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

#### § 25-6. Definitions.

- A. The following terms, as used in this article, shall have the following meanings:

##### **AFFORDABLE HOUSING DEVELOPMENT**

A development included in the housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-

percent affordable development.

#### **COAH or THE COUNCIL**

The New Jersey Council on Affordable Housing established under the act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in the state.

#### **DEVELOPER**

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

#### **DEVELOPMENT FEE**

Money paid by a developer for the improvement of property as permitted under N.J.A.C. 5:97-8.3.

#### **EQUALIZED ASSESSED VALUE**

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with §§ 1, 5 and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

#### **GREEN BUILDING STRATEGIES**

Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

## **§ 25-7. Residential development fees.**

### **A. Imposed fees.**

- (1) Within all zoning districts in the Township of Pittsgrove, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- (2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of 6% of the equalized assessed value (EAV) for each additional unit above that permitted by right which may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

### **B. Eligible exactions, ineligible exactions and exemptions for residential development.**

- (1) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable-units shall be exempt from development fees.
- (2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not



apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

- (3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (4) Nonprofit organizations which have received tax exempt status pursuant to § 501(c)(3) of the Internal Revenue Code, provided current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
- (5) Federal, state, county and local governments shall be exempted from paying a development fee.
- (6) The owner of a residential unit who rebuilds when the owner's existing dwelling unit was destroyed due to fire, flood or other natural disaster shall be exempt from paying a development fee.

## § 25-8. Nonresidential development fees.

### A. Imposed fees.

- (1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- (2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time the final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

### B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below.
- (2) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," form. Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

- (5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Pittsgrove as a lien against the real property of the owner.

## § 25-9. Collection of fees.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Township's Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee and thereafter notify the developer of the amount of the fee.
- G. Should the Township of Pittsgrove fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of § 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at issuance of the building permit and that determined at issuance of the certificate of occupancy.
- I. Appeal of development fees.
  - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township of Pittsgrove. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - (2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed

in an interest-bearing escrow account by the Township of Pittsgrove. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

## § 25-10. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Township's Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
  - (1) Payments in lieu of on-site construction of affordable units;
  - (2) Developer-contributed funds to make 10% of the affordable entrances in a townhouse or other multistory attached development accessible;
  - (3) Rental income from municipally operated units;
  - (4) Repayments from affordable housing program loans;
  - (5) Recapture funds;
  - (6) Proceeds from the sale of affordable units; and
  - (7) Any other funds collected in connection with the Township of Pittsgrove's affordable housing program.
- C. The Township of Pittsgrove shall provide COAH with written authorization in the form of a three-party escrow agreement between the municipality, the Township's banking institution and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH or the Court.

## § 25-11. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by COAH or the Court. Funds deposited in the housing trust fund may be used for any activity approved by COAH or the Court to address the Township of Pittsgrove's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the housing element and fair share plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse the Township of Pittsgrove for past housing activities.

- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal fair share plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
  - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
  - (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal fair share plan to make them affordable to households earning 30% or less of median income.
  - (3) Payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Township of Pittsgrove may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- E. No more than 20% of all revenues collected from development fees 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 new construction program, a housing element and fair share plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## § 25-12. Monitoring.

The Township of Pittsgrove shall complete and return to COAH all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, and funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township of Pittsgrove's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court. All monitoring reports shall be completed on forms designed by COAH.

## § 25-13. Ongoing collection of fees.

The ability of the Township of Pittsgrove to impose, collect and expend development fees shall expire with its substantive certification or judgment of compliance unless the Township of Pittsgrove has filed an adopted housing element and fair share plan with COAH, has petitioned COAH for substantive certification or has brought a declaratory relief action in Court pursuant to N.J.S.A. 52:27D-313 and has received approval of its development fee ordinance by COAH or a Court. If the Township of Pittsgrove fails to renew its ability to impose and collect development fees prior to the expiration of its substantive certification or judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. My funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund, established pursuant to § 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The Township of Pittsgrove shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or its judgment of compliance, nor shall the Township of Pittsgrove retroactively impose a development fee on such a

development. The Township of Pittsgrove shall not expend development fees after the expiration of its substantive certification or its judgment of compliance.



Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX I

### Affordable Housing Ordinance



*Township of Pittsgrove, NJ  
Monday, May 5, 2025*

## Chapter 25. Affordable Housing

[HISTORY: Adopted by the Township Committee of the Township of Pittsgrove as indicated in article histories. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Land use and development — See Ch. 60.

## Article I. General Program Purposes and Procedures; Affordable Unit Controls and Requirements; Administration

[Adopted 7-24-2007 by Ord. No. 3-2007; amended 5-11-2016 by Ord. No. 6-2016]

### § 25-1. General program purposes, procedures.

#### A. Affordable housing obligation.

- (1) This section of the Township Code sets forth regulations regarding the low- and moderate-income housing units in the Township consistent with the Substantive Rules of the New Jersey Council on Affordable Housing, N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Township's constitutional obligation to provide a fair share of affordable housing for low- and moderate-income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the Roberts Bill).
- (2) This article is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This article shall apply except where inconsistent with applicable law.
- (3) The Pittsgrove Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Plan has also been endorsed by the Township Committee of the Township of Pittsgrove. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Council on Affordable Housing (COAH) and documented in the Housing Element.
- (4) This article implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.

#### B. Definitions. As used herein the following terms shall have the following meanings:

##### **ACCESSORY APARTMENT**

A self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

##### **ACT**

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

**ADAPTABLE**

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

**ADMINISTRATIVE AGENT**

The entity responsible for the administration of affordable units in accordance with this article, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

**AFFIRMATIVE MARKETING**

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

**AFFORDABILITY AVERAGE**

The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

**AFFORDABLE**

A sales price or rent within the means of a low- or moderate-income household as defined in N.J.S.A. 52:27D-304; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

**AFFORDABLE DEVELOPMENT**

A housing development all or a portion of which consists of restricted units.

**AFFORDABLE HOUSING DEVELOPMENT**

A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

**AFFORDABLE HOUSING PROGRAM(S)**

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

**AFFORDABLE UNIT**

A housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93-3, and/or funded through an affordable housing trust fund.

**AGE-RESTRICTED UNIT**

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that:

- (1) All the residents of the development where the unit is situated are 62 years or older; or
- (2) At least 80% of the units are occupied by one person that is 55 years or older; or
- (3) The development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

**AGENCY**

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

**ASSISTED LIVING RESIDENCE**

A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that

offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

#### **CERTIFIED HOUSEHOLD**

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

#### **COAH**

The Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

#### **DCA**

The State of New Jersey Department of Community Affairs.

#### **DEFICIENT HOUSING UNIT**

A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

#### **DEVELOPER**

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

#### **DEVELOPMENT**

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

#### **FAIR SHARE PLAN**

The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.S.A. 55:27D-309 through 52:27D-314.

#### **HOUSING ELEMENT**

The portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1(b) and establishes the Township's fair share obligation.

#### **INCLUSIONARY DEVELOPMENT**

A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

#### **LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 50% or less of the median household income.

#### **LOW-INCOME UNIT**

A restricted unit that is affordable to a low-income household.

**MAJOR SYSTEM**

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building, which include, but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

**MARKET-RATE UNITS**

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

**MEDIAN INCOME**

The median income by household size for the applicable county, as adopted annually by COAH.

**MODERATE-INCOME HOUSEHOLD**

A household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

**MODERATE-INCOME UNIT**

A restricted unit that is affordable to a moderate-income household.

**NON-EXEMPT SALE**

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

**RANDOM SELECTION PROCESS**

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

**REGIONAL ASSET LIMIT**

The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by COAH's adopted Regional Income Limits published annually by COAH.

**REHABILITATION**

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

**RENT**

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

**RESTRICTED UNIT**

A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

**UHAC**

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

**VERY LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 30% or less of the median household income.

**VERY LOW-INCOME UNIT**

A restricted unit that is affordable to a very low-income household.

**WEATHERIZATION**

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

- C. New construction. The following requirements shall apply to all new or planned developments that contain low- and moderate-income housing units.

- (1) Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units whether developed in a single phase development, or in a multiphase development:

| <b>Maximum Percentage of Market-Rate Units Completed</b> | <b>Minimum Percentage of Low- and Moderate-Income Units Completed</b> |
|--|---|
| 25   | 0   |
| 25+1   | 10  |
| 50   | 50  |
| 75   | 75  |
| 90   | 100   |

- (2) Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- (3) Utilities and common elements. In inclusionary developments, affordable units shall utilize the same type of heating source as the market units within the development, and the occupants of the affordable units shall have access to all of the same common elements and facilities as the occupants of the market units within the development.
- (4) Low/moderate split and bedroom distribution of affordable housing units:
- Affordable units in a development shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
  - In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
  - At least 10% of all affordable rental units shall be very low income units (affordable to households earning 30% or less of median income). The very low income units shall be counted as part of the required number of low income units within the development.
  - Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
    - The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
    - At least 30% of all low- and moderate-income units shall be two bedroom units;
    - At least 20% of all low- and moderate-income units shall be three bedroom units; and



- [4] The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- (e) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
- (5) Accessibility requirements:
  - (a) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
  - (b) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
    - [1] An adaptable toilet and bathing facility on the first floor;
    - [2] An adaptable kitchen on the first floor;
    - [3] An interior accessible route of travel on the first floor;
    - [4] An interior accessible route of travel shall not be required between stories within an individual unit;
    - [5] An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
    - [6] An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
      - [a] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
      - [b] To this end, the builder of restricted units shall deposit funds within the Township of Pittsgrove's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
      - [c] The funds deposited under Subsection **C(5)(b)[6]** herein, shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
      - [d] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Pittsgrove.
      - [e] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Pittsgrove's affordable housing trust fund in care of the Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

- [f] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is impracticable to meet the requirements on the site. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

(6) Maximum rents and sales prices.

- (a) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in COAH, utilizing the regional income limits established by COAH.
- (b) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
- (c) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
  - [1] At least 10% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
- (d) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
- (e) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
  - [1] A studio or efficiency unit shall be affordable to a one-person household;
  - [2] A one-bedroom unit shall be affordable to a one and one-half-person household;
  - [3] A two-bedroom unit shall be affordable to a three-person household;
  - [4] A three-bedroom unit shall be affordable to a four and one-half-person household; and
  - [5] A four-bedroom unit shall be affordable to a six-person household.
- (f) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
  - [1] A studio or efficiency unit shall be affordable to a one-person household;
  - [2] A one-bedroom unit shall be affordable to a one-and-one-half-person household; and
  - [3] A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (g) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- (h) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
  - (i) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
  - (j) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.
  - (k) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.
- D. Condominium and homeowners association fees. For any affordable housing unit that is part of a condominium association and/or homeowners association, the master deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

## § 25-2. Affordable unit controls and requirements.

- A. Purpose. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.
- B. Affirmative marketing.
- (1) The affirmative marketing plan is a regional marketing strategy 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 housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 4 and covers the period of deed restriction.
  - (2) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 6, comprised of Atlantic, Cape May, Cumberland, and Salem Counties.
  - (3) Although the Township has the ultimate responsibility for implementing all aspects of Pittsgrove's affordable housing program, the administrative agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.
  - (4) In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
  - (5) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

- (6) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Pittsgrove.
- (7) The affirmative marketing plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.
- (8) Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the county library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

C. Occupancy standards.

- (1) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
  - (a) Provide an occupant for each bedroom;
  - (b) Provide children of different sexes with separate bedrooms;
  - (c) Provide separate bedrooms for parents and children; and
  - (d) Prevent more than two persons from occupying a single bedroom.
- (2) Additional provisions related to occupancy standards (if any) shall be provided in the municipal operating manual.

D. Selection of occupants of affordable housing units.

- (1) The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.
- (2) A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

E. Control periods for restricted ownership units and enforcement mechanisms.

- (1) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years and thereafter, until Pittsgrove takes action to release the unit from such requirements.
- (2) Rehabilitated owner-occupied single family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- (3) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (4) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- (5) At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the administrative agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first nonexempt sale after the unit's release from the restrictions set forth in this article, an amount equal to the difference between the

unit's nonrestricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

- (6) The affordability controls set forth in this article shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
  - (7) A restricted ownership unit shall be required to obtain a continuing certificate of occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.
- F. Price restrictions for restricted ownership units, homeowner association fees and resale prices. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
- (1) The initial purchase price for a restricted ownership unit shall be approved by the administrative agent.
  - (2) The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  - (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
  - (4) The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.
  - (5) Sellers or resellers of restricted ownership units will be charged a fee of 3.0% of the sale price for services provided by the administrative agent related to the sale or resale of their home. This fee shall apply to sellers who submit a signed intent to sell their restricted ownership units to the administrative agent on or after June 1, 2016, and the fee shall be collected at closing and paid directly to the administrative agent.
- G. Capital improvements to ownership units.
- (1) The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
  - (2) Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to ten-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.
- H. Buyer income eligibility.

- (1) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.
- (2) Notwithstanding the foregoing, however, the administrative agent may, in accordance with COAH's criteria, permit moderate-income purchasers to buy low-income units in housing markets determined by COAH to have an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing restrictions for low-income units.
- (3) A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to a certified household for a period not to exceed one year.
- (4) The administrative agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

I. Limitations on indebtedness secured by ownership unit; subordination.

- (1) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- (2) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

J. Control periods for restricted rental units.

- (1) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years and, thereafter, until Pittsgrove takes action to release the unit from such requirements.
- (2) Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- (3) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Salem. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.
- (4) A restricted rental unit shall remain subject to the affordability controls of this article, despite the occurrence of any of the following events:
  - (a) Sublease or assignment of the lease of the unit;
  - (b) Sale or other voluntary transfer of the ownership of the unit; or
  - (c) The entry and enforcement of any judgment of foreclosure.

K. Rent restrictions for rental units; leases.



- (1) A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the administrative agent.
- (2) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.
- (3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this article.

L. Tenant income eligibility.

- (1) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
  - (a) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
  - (b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
  - (c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
- (2) The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - (c) The household is currently in substandard or overcrowded living conditions;
  - (d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - (e) The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the administrative agent and the owner of the unit.
- (3) The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsections **L(2)(a)** through **(e)** above with the administrative agent, who shall counsel the household on budgeting.

- M. Conversions. Each housing unit created through the conversion of a nonresidential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

## § 25-3. Administration.

A. Municipal Housing Liaison.

- (1) The position of Municipal Housing Liaison for the Township of Pittsgrove is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Committee and be subject to the approval of the Court or COAH, as appropriate.
- (2) The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Pittsgrove.
- (3) The Municipal Housing Liaison must meet COAH's requirements for qualifications, including initial and periodic training.
- (4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Pittsgrove, including the following responsibilities if not contracted out to the administrative agent:
  - (a) Serving as the municipality's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents and interested households;
  - (b) The implementation of the affirmative marketing plan and affordability controls, unless contracted to the administrative agent.
  - (c) When applicable, supervising all administrative agents.
  - (d) Monitoring the status of all restricted units in the Township of Pittsgrove's Fair Share Plan;
  - (e) Compiling, verifying and submitting annual reports as required by COAH;
  - (f) Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
  - (g) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH.

B. Administrative agent.

- (1) The Township shall designate by resolution of the Township Committee, subject to the approval of the Court, one or more administrative agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- (2) An operating manual shall be provided by the administrative agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the administrative agent(s).
- (3) The administrative agents shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manuals, including those set forth in N.J.A.C. 5:80-26.14, 15, 16 and 18 thereof, which includes:
  - (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
  - (b) Affirmative marketing;
  - (c) Household certification;
  - (d) Affordability controls;
  - (e) Records retention;
  - (f) Resale and rental;
  - (g) Processing requests from unit owners; and

- (h) Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
- (i) The administrative agent shall, as delegated by the Township Committee, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

C. Enforcement of affordable housing regulations.

- (1) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- (2) After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  - (a) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - [1] A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - [2] In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Pittsgrove Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - [3] In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  - (b) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.
- (3) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- (4) The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for and to

the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

- (5) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (6) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- (7) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- (8) The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

D. Appeals. Appeals from all decisions of an administrative agent designated pursuant to this article shall be filed in writing with the Executive Director of COAH.

## Article II. Development Fees

[Adopted 12-23-2008 by Ord. No. 12-2008]

### § 25-4. Purpose; legislative authority.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the rules adopted by the New Jersey Council on Affordable Housing (COAH).
- B. Pursuant to P.L. 2008, c. 46, § 8 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans.

Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have an approved spending plan may retain fees collected from nonresidential development.

- C. This article establishes standards for the collection, maintenance and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, §§ 8 and 32-38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

## § 25-5. COAH or court approval required for imposition and spending of fees.

- A. The Township of Pittsgrove shall not impose development fees on any applicant pursuant to this article until COAH or a court has approved the Development Fee Ordinance pursuant to N.J.A.C. 5:96-5.1, except that residential fees may be collected pursuant to the previously approved fee ordinance until such time as this article takes effect, and nonresidential fees shall be collected in accordance with the Statewide Nonresidential Development Fee Act, N.J.S.A. 40:55D-8.1 et seq.
- B. The Township of Pittsgrove shall not spend development fees until COAH or a court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

## § 25-6. Definitions.

- A. The following terms, as used in this article, shall have the following meanings:

### **AFFORDABLE HOUSING DEVELOPMENT**

A development included in the housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

### **COAH or THE COUNCIL**

The New Jersey Council on Affordable Housing established under the act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in the state.

### **DEVELOPER**

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

### **DEVELOPMENT FEE**

Money paid by a developer for the improvement of property as permitted under N.J.A.C. 5:97-8.3.

### **EQUALIZED ASSESSED VALUE**

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with §§ 1, 5 and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

### **GREEN BUILDING STRATEGIES**

Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

## § 25-7. Residential development fees.

### A. Imposed fees.

- (1) Within all zoning districts in the Township of Pittsgrove, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- (2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of 6% of the equalized assessed value (EAV) for each additional unit above that permitted by right which may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

### B. Eligible exactions, ineligible exactions and exemptions for residential development.

- (1) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable-units shall be exempt from development fees.
- (2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (4) Nonprofit organizations which have received tax exempt status pursuant to § 501(c)(3) of the Internal Revenue Code, provided current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
- (5) Federal, state, county and local governments shall be exempted from paying a development fee.
- (6) The owner of a residential unit who rebuilds when the owner's existing dwelling unit was destroyed due to fire, flood or other natural disaster shall be exempt from paying a development fee.

## § 25-8. Nonresidential development fees.

### A. Imposed fees.



- (1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- (2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time the final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below.
- (2) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," form. Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- (5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Pittsgrove as a lien against the real property of the owner.

## § 25-9. Collection of fees.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Township's Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

- D. Within 90 days of receipt of that notice, the municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee and thereafter notify the developer of the amount of the fee.
- G. Should the Township of Pittsgrove fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of § 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at issuance of the building permit and that determined at issuance of the certificate of occupancy.
- I. Appeal of development fees.
  - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township of Pittsgrove. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - (2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Township of Pittsgrove. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

## § 25-10. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Township's Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
  - (1) Payments in lieu of on-site construction of affordable units;
  - (2) Developer-contributed funds to make 10% of the affordable entrances in a townhouse or other multistory attached development accessible;
  - (3) Rental income from municipally operated units;
  - (4) Repayments from affordable housing program loans;

- (5) Recapture funds;
  - (6) Proceeds from the sale of affordable units; and
  - (7) Any other funds collected in connection with the Township of Pittsgrove's affordable housing program.
- C. The Township of Pittsgrove shall provide COAH with written authorization in the form of a three-party escrow agreement between the municipality, the Township's banking institution and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
  - D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH or the Court.

## § 25-11. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by COAH or the Court. Funds deposited in the housing trust fund may be used for any activity approved by COAH or the Court to address the Township of Pittsgrove's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the housing element and fair share plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse the Township of Pittsgrove for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal fair share plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
  - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
  - (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal fair share plan to make them affordable to households earning 30% or less of median income.
  - (3) Payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Township of Pittsgrove may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- E. No more than 20% of all revenues collected from development fees 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 new construction program, a housing element and fair share plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended

for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## § 25-12. Monitoring.

The Township of Pittsgrove shall complete and return to COAH all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, and funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township of Pittsgrove's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court. All monitoring reports shall be completed on forms designed by COAH.

## § 25-13. Ongoing collection of fees.

The ability of the Township of Pittsgrove to impose, collect and expend development fees shall expire with its substantive certification or judgment of compliance unless the Township of Pittsgrove has filed an adopted housing element and fair share plan with COAH, has petitioned COAH for substantive certification or has brought a declaratory relief action in Court pursuant to N.J.S.A. 52:27D-313 and has received approval of its development fee ordinance by COAH or a Court. If the Township of Pittsgrove fails to renew its ability to impose and collect development fees prior to the expiration of its substantive certification or judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. My funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund, established pursuant to § 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The Township of Pittsgrove shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or its judgment of compliance, nor shall the Township of Pittsgrove retroactively impose a development fee on such a development. The Township of Pittsgrove shall not expend development fees after the expiration of its substantive certification or its judgment of compliance.

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

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## APPENDIX J

### Administrative Documents



**TOWNSHIP OF PITTSBORO  
RESOLUTION 171-2017**

**RESOLUTION APPOINTING MUNICIPAL HOUSING LIAISON PURSUANT TO  
FAIR SHARE PLAN UNDER CHAPTER 25 "AFFORDABLE HOUSING"  
PITTSBORO TOWNSHIP CODE**

**WHEREAS**, the Pittsboro Township Committee is responsible for matters relating to Fair Share Housing requirements to which the Township is subject and has an obligation under Code Section 25-3 of the Municipal Code to appoint a Municipal Housing Liaison for purposes of implementation of the Fair Share Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Pittsboro, County of Salem and State of New Jersey that the Pittsboro Township Administrator shall serve as the appointed Municipal Housing Liaison;

**AND, BE IT FURTHER RESOLVED**, by the Township Committee that the Municipal Administrator is hereby authorized to undertake such actions as may be necessary in order to fulfill the objectives of this Resolution to include submission of this Resolution to the State of New Jersey DCA/COAH and take such actions as are outlined in N.J.A.C. 5:80-26.14, 15, 16 and 18.

ATTEST:

\_\_\_\_\_  
Constance S. Garton  
Interim Registered Municipal Clerk

\_\_\_\_\_  
Fiore J. Copare, MD  
Mayor

September 13, 2017  
Date

Roll Call:

|          |       |
|----------|-------|
| Craver   | _____ |
| Hickson  | _____ |
| Spinelli | _____ |
| Ridgway  | _____ |
| Copare   | _____ |

**CERTIFICATION**

I, Constance S. Garton, Interim Registered Municipal Clerk of the Township of Pittsboro, do hereby certify that the foregoing is a true copy of a Resolution duly adopted at a Regular Meeting of the Pittsboro Township Committee held September 13, 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Constance S. Garton  
Interim Registered Municipal Clerk



**Resolution No. 150-2018**

**RESOLUTION**

**Of The Township Of Pittsgrove**  
**In The County Of Salem, State Of New Jersey**

**FAIR HOUSING OFFICER**  
**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT**

**WHEREAS**, the Township of Pittsgrove, has applied for a Small Cities Community Development Block grant from the New Jersey Department of Community Affairs (hereafter NJDCA); and

**WHEREAS**, if approved the Small Cities Housing Rehabilitation grant of approximately \$200,000 will be used to carry out a program to address code violations in homes of low and moderate-income residents;

**WHEREAS**, the Township of Pittsgrove must make efforts to affirmatively further fair housing; and

**WHEREAS**, the Township of Pittsgrove has reviewed various actions that would be acceptable to the NJDCA and the U.S. Department of Housing and Urban Development (hereafter USHUD) and

**WHEREAS**, the Township of Pittsgrove has made assurances that:

1. It will comply with the Housing and Community Development Act of 1974, as amended, and regulations issued thereto; and
2. It will comply with the Civil Rights Act of 1964, and the regulations issued thereto it; and
3. It will comply with the Fair Housing Act of 1968 and will affirmatively further fair housing; and
4. It will comply with the Age Discrimination Act of 1975 and with the Rehabilitation Act of 1973.

**NOW, THEREFORE, BE IT RESOLVED** that, Charles Hughes shall be designated as the Fair Housing Officer for the Township of Pittsgrove; and

**BE IT FURTHER RESOLVED** that the Fair Housing Officer shall contact the USHUD Regional Office of Housing and Equal Opportunity and the NJ Division on Civil Rights, inform those agencies of his/her appointment as Fair Housing Officer and request Fair Housing Information; and

**BE IT FURTHER RESOLVED** that the Fair Housing Officer shall provide fair housing advisory services and assistance and referral advice to persons requesting such assistance from the Township of Pittsgrove; and

**BE IT FURTHER RESOLVED** that the Township of Pittsgrove will publish in the local newspaper of record and post at the municipal building (or county administration building) a public notice announcing the appointment of the Fair Housing Officer and the availability of local fair housing advisory services.

ATTEST:

\_\_\_\_\_  
Constance S. Garton, Municipal Clerk

\_\_\_\_\_  
Jeffrey T. Ridgway, Jr., Mayor

August 22, 2018  
Date

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX K

### Fourth Round Spending Plan



**SPENDING PLAN**  
**FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**  
**TOWNSHIP OF PITTSBORO**

**Introduction**

Pittsgrove Township has prepared a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) as amended by P.L. 2024, c.2, and the remaining valid regulations of the Council on Affordable Housing (“COAH”) found at N.J.A.C. 5:93-1 and N.J.A.C. 5:97-8.

Pittsgrove Township received Second Round Judgment of Repose from the Superior Court on August 20, 2001. On May 15, 2007, the Township filed a Third Round HEFSP with the Superior Court. The Township filed an Amended HEFSP on December 30, 2008. Neither of these Third Round plans were approved by COAH. Notwithstanding, the Township prepared a Spending Plan in 2012 to commit its affordable housing trust fund and to facilitate a municipally sponsored project. The Spending Plan was approved by the Superior Court on June 28, 2012, and by COAH on January 8, 2014.

A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on February 11, 2003, and adopted by the Township in March 2003. The ordinance established the Pittsgrove Township affordable housing trust fund for which this Spending Plan is prepared. The Township adopted an amended Ordinance on December 23, 2008 (Ordinance 12-2008) that was subsequently approved by the Superior Court on February 4, 2009. This development fee ordinance established residential development fees in the amount of 1.5% of the equalized assessed value of residential development and nonresidential development fees in the amount of 2.5% of the equalized assessed value of nonresidential development.

As of December 31, 2024, the Township collected a total of \$317,425.19 in revenue, including \$314,604.33 in development fees and \$2,820.86 in interest, while the Township has spent a total of \$1,237.97 on administration, leaving a balance in the trust fund of \$316,187.22.

**Township of Pittsgrove**  
**Fourth Round HEFSP Spending Plan**

**May 16, 2025**

All development fees, payments in lieu of constructing affordable units, other income, and interest generated are deposited in a separate, interest-bearing affordable housing trust account.

Pittsgrove Township acknowledges that the expenditure of funds contemplated in this spending plan constitute a “commitment” for expenditure pursuant to N.J.S.A. 52:27D-329.2.d., with the four-year time period beginning to run with the date of collection of the funds as may be extended by virtue of the date of the Superior Court’s approval of this Fourth Round Spending Plan.

These funds will be spent in accordance with N.J.A.C. 5:93-8.16, as described in this Spending Plan. The Township will rely on N.J.A.C. 5:93 or 5:97, as N.J.S.A. 52:27D-329.2.a(4) provides that “[m]unicipalities may continue to rely on regulations on development fees and spending plans previously adopted by the council until new rules and regulations are adopted by the department.”

**1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the Fourth Round (2025-2035), Pittsgrove Township has considered the following:

- (a) Development fees: \$200,000
  - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
  - 2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
  - 3. Future development that is likely to occur based on historical rates of development.
- (b) Payment in lieu (PIL): \$0

Actual and committed payments in lieu (“PIL”) of construction from developers. The Township has not previously received any PILs, and no revenues from PILs are expected during the Fourth Round as the FHA was amended by P.L. 2024, c.2 to eliminate N.J.S.A. 52:27D-329.3 which had enabled PILs.

**Township of Pittsgrove**  
**Fourth Round HEFSP Spending Plan**

**May 16, 2025**

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(c) Other funding sources: \$0

Pittsgrove Township had previously collected \$633.69 from other sources, but does not anticipate future funds from this category at this time. Funds from other sources include, but are not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) Projected interest: \$38,500

Based on the current average interest rate and projected development fee revenue, Pittsgrove Township anticipates collecting \$38,500 in interest through 2035.

As shown in Table SP-1, Pittsgrove Township projects a total revenue of \$238,500 during the Fourth Round (2025-2035) from residential and non-residential development fees and accrued interest. Projected residential development fees are based on the 10-year housing stock projection according to CO data contained in the HEFSP and the average equalized assessed value of residential property with units constructed between 2013 and 2023. Projected non-residential development fees are based on recent approvals of non-residential development projects and minimal assumed additional future non-residential development in the Township. Projected interest assumes an average interest rate of 2.0%.

Table SP-1. Projected Fourth Round Affordable Housing Trust Fund Revenues

| Year<br>Source<br>of Funds            | 2025    | 2026    | 2027    | 2028    | 2029    | 2030     | 2031    | 2032    | 2033    | 2034    | 2035    | 2025-2035<br>Total |
|---------------------------------------|---------|---------|---------|---------|---------|----------|---------|---------|---------|---------|---------|--------------------|
| Projected Residential Development     | \$4.6k  | \$4.6k  | \$4.6k  | \$4.6k  | \$4.6k  | \$4.6k   | \$4.6k  | \$4.6k  | \$4.6k  | \$4.6k  | \$4.6k  | \$50k              |
| Projected Non-Residential Development | \$13.6k | \$13.6k | \$13.6k | \$13.6k | \$13.6k | \$13.6k  | \$13.6k | \$13.6k | \$13.6k | \$13.6k | \$13.6k | \$150k             |
| Interest                              | \$6k    | 5.5k    | \$5k    | \$4.5k  | \$4k    | \$3.5k   | \$3k    | \$2.5k  | \$2k    | \$1.5k  | \$1k    | \$38.5k            |
| Total                                 | \$24.2k | \$23.7k | \$23.2k | \$22.7k | \$22.2k | \$21.68k | \$21.2k | \$20.7k | \$20.2k | \$19.7k | \$19.2k | \$238.5k           |





## **2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS**

The following procedural steps for the collection and distribution of development fee revenues shall be followed by Pittsgrove Township:

(a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for residential development in accordance with the FHA as amended by P.L. 2024, c.2, and non-residential developments in accordance with N.J.S.A. 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## **3. ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS**

Pittsgrove Township anticipates expending funds from the affordable housing trust fund to implement a municipally-sponsored affordable unit, provide affordability assistance, and cover administrative expenses.

(a) New Construction (N.J.A.C. 5:93-5.2)

Municipally-Sponsored Construction Program

The Township will commit funds from the Affordable Housing Trust Fund for the creation of one (1) municipally-sponsored affordable units on a municipally owned site. The Township shall provide the land to a developer, such as Habitat for Humanity, and at least \$125,000 per affordable unit as subsidy to fund actual construction costs and/or to provide compensation for reduced rental rates.

Accessory Apartment Program

The Township is proposing two (2) accessory apartments to address its Third Round Prospective Need. The program was included in the Court-approved Third Round HEFSP. Pursuant to N.J.A.C. 5:93-5.9, the Township meets the minimum subsidy required of at least \$10,000 for each affordable unit created. It is

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anticipated that both units will be very low-income in order to meet the Township's obligation for very low-income family dwellings. The subsidy provided from the affordable housing trust fund will be at least \$75,000.

(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Pittsgrove Township is required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable, and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households earning less than 30 percent of the regional median income).

As shown in Table SP-2, the Township projects that it must dedicate at least \$166,777.56 from the affordable housing trust fund to render units more affordable. The Township will exceed this requirement by providing a \$167,000 subsidy (\$83,500 per unit) to facilitate the construction of two (2) very low-income family affordable rental accessory apartment units through the Accessory Apartment Program, which would satisfy the minimum affordability assistance requirement and minimum very low-income affordability assistance requirement through June 30, 2035. If additional funds become available for additional affordability assistance expenditure, the Township may use a variety of mechanisms to provide affordability assistance, including but not limited to:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Conversion of low-income units to very-low-income units or the creation of new very-low income units, etc.

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**Table SP-2. Projected Minimum Affordability Assistance Requirements**

|   |          |                     |
|---|----------|---------------------|
| Actual development fees collected through 12/31/2024                          |          | \$314,604.33        |
| Actual interest earned through 12/31/2024                                     | +        | \$2,820.86          |
| Projected development fees (1/1/2025 - 6/30/2035)                             | +        | \$200,000.00        |
| Projected interest (1/1/2025 - 6/30/2035)                                     | +        | \$38,500.00         |
| <b>Total</b>  | <b>=</b> | <b>\$555,925.19</b> |
| 30 percent requirement  | x 0.30 = | \$166,777.56        |
| Less affordability assistance expenditures through 12/31/2024                 | -        | \$0.00              |
| <b>Projected Minimum Affordability Assistance Requirement</b>                 | <b>=</b> | <b>\$166,777.56</b> |
| 1/3 requirement   | ÷ 3 =    | \$55,592.52         |
| Less very low-income affordability assistance expenditures through 12/31/2024 | -        | \$0.00              |
| <b>Projected Minimum Very Low-Income Affordability Assistance Requirement</b> | <b>=</b> | <b>\$55,592.52</b>  |

(c) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Pittsgrove Township may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

As shown in Table SP-3, the Township projects that \$109,947.07, may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Municipal Housing Liaison (MHL), Township Attorney, Engineer, and Planner fees related to plan preparation and implementation;

**Township of Pittsgrove**  
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**Table SP-3. Projected Allowed Administrative Expenses**

|   |          |                            |
|---|----------|----------------------------|
| Actual development fees collected through 12/31/2023        |          | \$314,604.33               |
| Actual interest earned through 12/31/2023                   | +        | \$2,820.86                 |
| Actual payments-in-lieu through 12/31/2023                  | +        | \$0.00                     |
| Projected development fees (1/1/2025 – 6/30/2035)           | +        | \$200,000.00               |
| Projected interest (1/1/2025 – 6/30/2035)                   | +        | \$38,500.00                |
| <b>Total</b>  | <b>=</b> | <b>\$555,925.19</b>        |
| 20 percent maximum permitted administrative expenses        | x 0.20 = | \$111,185.04               |
| Less administrative expenditures through 12/31/2024         | –        | \$1,237.97                 |
| <b><i>Projected allowed administrative expenditures</i></b> | <b>=</b> | <b><i>\$109,947.07</i></b> |

#### **4. EXPENDITURE SCHEDULE**

The Township intends to use affordable housing trust funds revenues to finance the creation of one (1) municipally-sponsored affordable family for-sale unit and two (2) affordable family rental accessory apartments for very low-income households, and administrative expenses. Where applicable, the Projected Expenditure Schedule in Table SP-4 will reflect the implementation schedule to be set forth in the Fourth Round HEFSP.

**Township of Pittsgrove  
Fourth Round HEFSP Spending Plan**

**May 16, 2025**

**Table SP-4. Projected Expenditure Schedule, 2025-2035**

| <b>Program</b>   | <b>Units</b> | <b>2025</b>  | <b>2026</b>   | <b>2027</b>  | <b>2028</b>    | <b>2029</b>  | <b>2030</b>  | <b>2031</b>    | <b>2032</b>  | <b>2033</b>  | <b>2034</b>  | <b>2035</b>  | <b>Total</b>  |
|--|--------------|--------------|---------------|--------------|----------------|--------------|--------------|----------------|--------------|--------------|--------------|--------------|---------------|
| Municipally-Sponsored Construction Program – 1 affordable family unit (383 Porchtown Rd) | 1            | \$0          | \$278k        | \$0          | \$0            | \$0          | \$0          | \$0            | \$0          | \$0          | \$0          | \$0          | \$278k        |
| Accessory Apartment Program – 2 VLI affordable family rental units                       | 2            | \$0          | \$0           | \$0          | \$83.5k        | \$0          | \$0          | \$83.5k        | \$0          | \$0          | \$0          | \$0          | \$167k        |
| Administration   |              | \$10k        | \$10k         | \$10k        | \$10k          | \$10k        | \$10k        | \$10k          | \$10k        | \$10k        | \$10k        | \$10k        | \$110k        |
| <b>TOTAL</b>   |              | <b>\$10k</b> | <b>\$288k</b> | <b>\$10k</b> | <b>\$93.5k</b> | <b>\$10k</b> | <b>\$10k</b> | <b>\$93.5k</b> | <b>\$10k</b> | <b>\$10k</b> | <b>\$10k</b> | <b>\$10k</b> | <b>\$555k</b> |

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**5. EXCESS OR SHORTFALL OF FUNDS**

While no shortfall of funds is anticipated, the Township commits to adopting a resolution of intent to fund all programs detailed in this Spending Plan, including via all outside funding sources and municipal funding including but not limited to municipal bonding. Any excess in funds collected over what has been projected will be dedicated to bond payments to the extent required.

**6. MONITORING**

In accordance with the requirements of N.J.S.A. 52:27D-301 *et seq.* as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide data entry in DCA's new AHMS monitoring system including a detailed accounting 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 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.

**7. SUMMARY**

Pittsgrove Township intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the Fourth Round HEFSP. As of December 31, 2024, the Township had a balance of \$314,604.33 and projects an additional \$238,500 in revenues during the Fourth Round for a total of \$554,687.22 by June 30, 2025. The Township will expend up to \$167,000 to subsidize the construction of two (2) affordable family rental units for very low-income households through the Accessory Apartment Program and one (1) affordable family for-sale unit on a municipally-sponsored site. The Township will satisfy its affordability assistance requirements through the creation the two (2) very low-income accessory apartments. The Township may also expend up to \$109,947.07 of the trust fund on administrative costs during the Fourth Round. Table SP-5 provides a summary of the Township's Spending Plan for the Fourth Round.



**Township of Pittsgrove**  
**Fourth Round HEFSP Spending Plan**

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**Table SP-5. Spending Plan Summary**

| <b>Revenues</b>                        |                       |
|--|-----------------------|
| Balance as of 12/31/2023               | \$316,187.22          |
| Projected Revenues through 6/30/2035   |                       |
| 1. Development fees                    | + \$200,000.00        |
| 2. Interest                            | + \$0.00              |
| 3. Other funds                         | + \$38,500.00         |
| <b>Total Projected Revenue</b>         | <b>= \$554,687.22</b> |
| <b>Expenditures</b>                    |                       |
| Municipally-Sponsored Affordable Units | - \$277,740           |
| Accessory Apartment Program            | - \$167,000           |
| Administration                         | - \$109,947.07        |
| <b>Total Projected Expenditures</b>    | <b>= \$554,687.22</b> |

Township of Pittsgrove

Fourth Round Housing Element and Fair Share Plan

Adopted May 27, 2025

## APPENDIX L

### Planning Board Resolution Adopting the Fourth Round Housing Element and Fair Share Plan



**RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF PITTSBGROVE ADOPTING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**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 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 Final Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 1, 2025; and

**WHEREAS**, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; 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 Township adopted a “binding resolution” accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 22, 2025, establishing its Fourth Round Present Need of 25 and Prospective Need of 12; and

**WHEREAS**, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 24, 2025; and

**WHEREAS**, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Township’s Fourth Round obligations on March 1, 2025; and

**WHEREAS**, on April 28, 2025, the Court entered an order establishing the Township’s Fourth Round Present Need of 25 and Prospective Need of 12; and

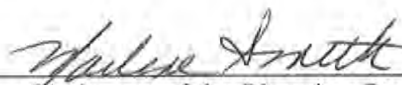
**WHEREAS**, now that the Township has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

**WHEREAS**, in accordance with the Amended FHA, the Township's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

**WHEREAS**, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on May 27, 2025; and

**WHEREAS**, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Township's current Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

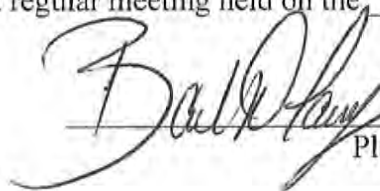
**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Pittsgrove, County of Salem, State of New Jersey, that the Planning Board hereby adopts the Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.



Chairman of the Planning Board

#### **CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Planning Board of Pittsgrove Township at a regular meeting held on the \_\_\_\_ day of \_\_\_\_ 2025.



Planning Board Secretary