

# 2025 FOURTH ROUND HOUSING PLAN

HOUSING ELEMENT & FAIR SHARE PLAN  
TOWNSHIP OF POHATCONG  
WARREN COUNTY  
NEW JERSEY

JUNE 20, 2025

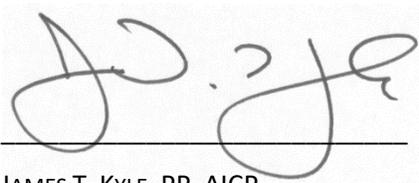
ADOPTED BY THE PLANNING BOARD

JUNE 30<sup>TH</sup>, 2025

ENDORSED BY THE TOWNSHIP COUNCIL

JUNE 10<sup>TH</sup>, 2025

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## INTRODUCTION & EXECUTIVE SUMMARY

This Housing Plan addresses the Township of Pohatcong's newly assigned fourth round affordable housing obligation consisting of a present need (rehabilitation) of 0 units and a prospective need (new construction) of 65 units. To address these obligations, the Township will continue to utilize the Warren County Housing Rehabilitation Program for rehabilitation and is proposing to partner with Ingerman who will construct a 100% affordable housing development of 96 units on property they are under contract to purchase and that has already received tax credit financing and site plan approval from the Land Use Board. While this is a third round project, there is a sufficient number of units to carry forward to address the fourth round obligation.

Since the 1975 New Jersey Supreme Court decision known as "Mount Laurel I," New Jersey municipalities have a constitutional obligation to provide opportunities for creation of low and moderate housing units. This 1975 decision led to a body of case law, legislative changes and rulemaking by a state agency that, collectively, is now referred to as the "Mount Laurel Doctrine". Through these actions, New Jersey municipalities have been assigned their fair share of the region's affordable housing need for each compliance period and mechanisms must be created to address that need to have "satisfied" their constitutional obligation. The purpose of this Housing Element and Fair Share Plan (hereinafter the "Plan") is to detail how Pohatcong will satisfy its constitutional obligation.

Affordable housing in New Jersey is defined as housing units which are reserved for households with incomes not more than 80% of the regional median income. Each affordable unit, depending on the age and type of housing, must remain reserved for low and moderate income households for up to 40 years, a requirement enforced by deed restriction. Each affordable unit is eligible for one "credit" against the obligation and certain units are eligible for "bonus credits," which potentially provide more than one credit per unit. In addition to providing the minimum number of credits, municipalities must ensure diversity in the unit type (at least half of the units must be available to families and the remaining may be reserved for seniors and those with special needs), diversity in the level of affordability (very low, low and moderate income units), and diversity in the size of affordable units (one, two and three bedroom units).

Participation in this process, and therefore satisfaction of the affordable housing obligation, can be achieved voluntarily or involuntarily, however, voluntary compliance is heavily incentivized. Municipalities that do not successfully participate may be vulnerable to exclusionary zoning litigation or a builder's remedy, which is a litigation tool that can grant a developer the right to construct what is typically multifamily development on land that was not zoned to permit that use or density. Pohatcong seeks to avoid this possibility and has already taken substantial steps to do so, evidenced by its compliance with requirements for the first, second and third round. While the Township did not receive a Judgment of Compliance and Repose for its third round plan for various reasons, the obligation is fully addressed as detailed later in this plan.

This Plan supersedes all previously adopted housing plans and will serve as the foundation for the Township's filing with the New Jersey Affordable Housing Dispute Resolution Program and a request for Compliance Certification. As detailed in this Plan, the Township – like all New Jersey municipalities – has four components of its affordable housing obligation. Each component of the Township's obligation is identified below and further detail is provided in a later section.

- Rehabilitation Obligation: 0 units

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Pohatcong that are occupied by low- and moderate-income households. This component is also referred to as “present need”.

- First & Second Rounds Obligation: 47 units

The first and second round obligations can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This component is often referred to as the “prior round” obligation.

- Third Round Obligation: 138 units

The third round obligation can be defined as the 1999 through 2025 new construction affordable housing obligation.

- Fourth Round Obligation: 65 units

The fourth round obligation can be defined as the 2025-2035 new construction affordable housing obligation. The current round of affordable housing, now the fourth round, is also referred to as the “prospective need”.

It is important to note that the Township of Pohatcong is fully conforming to the requirements of the Highlands Regional Master Plan, having opted in to conforming for the Planning Area. While Pohatcong has not adopted its land use ordinance for the Planning Area, it has adopted a referral ordinance, which requires Highlands Council review as to consistency of projects with the Highlands Regional Master Plan prior to them being deemed complete for review by the Land Use Board.

## AFFORDABLE HOUSING IN NEW JERSEY

In its landmark 1975 decision, now referred to as “Mount Laurel I,” the NJ Supreme Court ruled that developing municipalities have a constitutional obligation to provide variety and choice of housing types affordable to low- and moderate-income households. In its 1983 “Mount Laurel II” decision, the NJ Supreme Court extended the regional fair share obligation to all municipalities with any “growth area” as designated in the State Development Guide Plan (NJDCG 1978) and determined that each municipality would have to establish its fair share obligation and provide zoning strategies to create a realistic opportunity for fulfillment of the fair share obligation. Mount Laurel II also gave developers, under appropriate circumstances, the opportunity to secure a builder’s remedy. A builder’s remedy is a litigation tool that grants a developer the right to develop what is typically a multi-family development on land that was not zoned to permit the use or the residential density desired by the developer, provided a “substantial” percentage of the units are reserved for low and moderate income households. Pohatcong seeks to avoid this possibility and has already taken substantial steps to do so by fully complying with its first, second and third round obligations.

In 1985, the Legislature enacted the Fair Housing Act in response to Mount Laurel II. The Fair Housing Act created the Council on Affordable Housing (hereinafter “COAH”) as an administrative alternative to compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on COAH and charged COAH with promulgating regulations to establish housing regions, to estimate the state’s low- and moderate-income housing needs, set criteria and guidelines for municipalities to determine and satisfy their affordable housing obligation, and to create a process for the review and approval of appropriate housing elements and fair share plans. Approval of a municipal housing element and fair share plan by COAH was referred to as “substantive certification” and it provided protection from builder’s remedy litigation during the period which the housing element and fair share plan addresses (i.e. the round).

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation. COAH originally established a formula for determining municipal affordable housing obligation for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the “first round.” These rules established the first round rehabilitation obligation (also referred to as the “present need”) and the first round new construction obligation.

The first round formula was superseded by COAH regulations in 1994 (*N.J.A.C. 5:93-1.1 et seq.*). The 1994 regulations recalculated a portion of the first round 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 to identify a municipality’s “cumulative” obligations for the first and second rounds are known as “the second round” regulations. Under regulations adopted for the third round, the obligation of municipalities to create new affordable housing for the first and second rounds was referred to as the “prior round” obligation.

On December 20, 2004, COAH’s first version of the third round rules became effective some five years after the end of the second round in 1999. At that time, the third round was defined as the time from 1999 to 2014 but condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. The third round rules marked a significant departure from the methods utilized in COAH’s earlier rounds by creating a “growth share” approach that linked the production of affordable housing to residential and non-residential development within a municipality.

The growth share approach and the rules in which it was created, was the subject to significant litigation and was ultimately overturned by the New Jersey Appellate Court. On January 25, 2007, the New Jersey Appellate Court decision, In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1, invalidated key elements of the first version of the third round rules, including the growth share approach. COAH issued revised rules on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). Included in the 2008 rules was a recalculation of the cumulative first and second rounds obligation to account for updated data addressing secondary sources (filtering, demolitions, and residential conversions). Just as various parties challenged COAH's initial third round regulations, parties challenged COAH's 2008 revised third round rules. On October 8, 2010, the Appellate Division issued its decision, In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH's third round regulations. The Appellate Division upheld the COAH regulations that assigned rehabilitation and first and second rounds obligations to each municipality but invalidated the regulations by which the agency assigned housing obligations in the third round, finding that the Agency continued to utilize a growth share approach, albeit an amended approach.

COAH sought a stay from the NJ Supreme Court of the deadline to issue new third round housing rules set forth by the Appellate Division. Additionally, there were various challenges to the Appellate Division's 2010 decision. On September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation and ensuing litigation led to the NJ Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the NJ Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20th meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, Fair Share Housing Center (hereinafter "FSHC") filed a motion in aid of litigant's rights with the NJ Supreme Court.

On March 10, 2015, the NJ Supreme Court issued a ruling on the Motion In Aid of Litigant's Rights (In re Adoption of N.J.A.C. 5:96 & 5:97, 221 NJ 1, aka "Mount Laurel IV"). This long-awaited decision provided a new direction for how New Jersey municipalities were to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. The implication was that municipalities were required to apply to Superior Court with a Declaratory Judgment Action, instead of to COAH, if they wished to be protected from exclusionary zoning litigation, including builder's remedy. These trial judges, with the assistance of an appointed Special Adjudicator to the Court, reviewed municipal plans much in the same manner as COAH previously did.

While the NJ Supreme Court's decision set a process in motion for municipalities to address their third round obligations, it did not assign those obligations. Instead, the task was completed by the trial courts. However, the NJ Supreme Court did direct that the method of determining municipal affordable housing obligations were to be "similar to" the methodologies used in the first and second round rules and municipalities should rely on COAH's 1993 second round rules (*N.J.A.C. 5:93*) and certain components of COAH's 2008 regulations that were specifically, as well as the Fair Housing Act (*N.J.S.A. 52:27D – 301 et seq.*), in their preparation of third round housing elements and fair share plans.

FSHC, the only public interest advocacy organization in New Jersey devoted exclusively to promoting the production of housing affordable to low and moderate income households, was permitted to serve as an interested party in every municipal Declaratory Judgment Action. In this role the organization calculated

municipal affordable housing obligations and offered to settle with municipalities. Such settlements addressed the municipal affordable housing obligation, compliance strategies and other terms intended to promote affordable housing production. Most municipalities that filed a Declaratory Judgment Action settled with FSHC, finding it to be in their best interest. The typical alternative to settlement with FSHC was conducting a trial in Superior Court to determine the municipal affordable housing obligation.

In addition to the State agency activity and judicial decisions through 2015, the New Jersey Legislature amended the Fair Housing Act in 2008 (P.L. 2008, c. 46, often referred to as the “Roberts Bill”, or “A500”). This amendment established a statewide 2.5% nonresidential development fee, prohibited new regional contribution agreements (hereinafter “RCAs”), required that 13% of all new affordable housing units be restricted to very low income households (30% of median income), and added a requirement that municipalities had to commit to spend development fees within four (4) years of the date of collection. Additionally, the Fair Housing Act was amended in 2013 (P.L. 2013, c. 6) to permit municipalities to enter into an agreement with a developer or development owner to provide a preference for veterans who served in time of war or other emergency to occupy up to 50% of the affordable units in a particular development. The preference is applicable to the first 90 of the 120 days of initial marketing and thereafter may on a special waiting list for future available affordable units in the development. These amendments to the Fair Housing Act are not promulgated in any valid COAH regulations.

On March 20, 2024, an amendment to the Fair Housing Act was adopted (P.L. 2024, c.2.). This amendment creates significant changes to the fourth round of affordable housing, and all subsequent rounds. Such changes include the process in which municipalities obtain protection from builder’s remedy litigation – including but not limited to the elimination of COAH and the creation of the Affordable Housing Dispute Resolution Program, the methodology to calculate municipal prospective need obligations, and the administration of affordable housing units. However, the Fair Housing Act does not create or direct the creation of new rules that would provide further guidance, instead it states municipalities shall rely on rules adopted by COAH, unless contradicted by statute or binding court decisions, for municipal crediting, adjustments and compliance strategies. One notable example of contradiction is the generation of and use of bonus credits. See the sections that follow for additional information regarding this amendment to the Fair Housing Act.

The Affordable Housing Dispute Resolution Program (hereinafter the “Program”) is a program within the judiciary made up of an odd number of Judges with a minimum of 3 and not more than 7. The Program, in its discretion and in accordance with Rules of Court, may consult or employ services of one or more special adjudicators or staff to assist it in rendering determinations, resolving disputes, and facilitating communication among municipalities and interested parties. The Program is responsible for reviewing municipal affordable housing obligations, housing plans, and conducting mediation. However, final determinations of compliance, disputes, and other issues, as well as Court orders may only be issued by a County-level housing judge.

In addition to changes addressing the compliance process and elimination of COAH, the amendment also revised minimum affordability controls for rental units from 30 years to 40 years and those for extension of affordability controls from 30 years to as little as 20 years, provided the total control period is not less than 60 years. It also created new roles for the Department of Community Affairs (hereinafter “DCA”), including calculation of non-binding rehabilitation and prospective need affordable housing obligations, oversight and adoption of rules regulating municipal affordable housing trust funds, municipal housing liaisons and affordable housing administrative agents, as well as oversight of affordable unit

administration. The amendment also directed the New Jersey Housing and Mortgage agency to revise the Uniform Housing Affordability Control Rules (*N.J.A.C. 5:80-26.1 et seq.*).

## **The Compliance Process**

The first step in a municipality's compliance process is to establish the affordable housing obligation. The first, second and third round obligations are already established by COAH or Superior Court, as applicable. Only the rehabilitation obligation and current prospective need, the fourth round obligation, are subject to the determination.

The methodology and formulas each municipality must rely upon to determine its rehabilitation and fourth round obligation (as well as subsequent round obligations) are set forth within *N.J.S.A. 52:27D-304.1* thru *-304.3* of the Fair Housing Act. The March 8, 2018 unpublished decision of the Superior Court, Law Division, Mercer County, *In re Application of Municipality of Princeton* ("Jacobson Decision") is also to be referenced as to datasets and methodologies that are not explicitly addressed in *N.J.S.A. 52:27D-304.3*. Notwithstanding the methodology set forth in the Fair Housing Act, the Act also required the DCA to release a non-binding report calculating obligations for each municipality in the State.

The following provides an overview of the process and deadlines associated with fourth round compliance.

- Establishing the Affordable Housing Obligation
  - October 20, 2024: DCA Regional and Municipal Fair Share Obligation Report Issued.
  - January 31, 2025: Deadline for municipalities to adopt a binding committing to the affordable housing obligation and seeking a Compliance Certification through participation in the Program.
  - February 28, 2025: Deadline for an interested party to challenge the municipality's determination of its obligation to the Program. It shall apply "an objective assessment standard".
  - March 1, 2025: The municipality's determination of its obligation will be established by default if no challenge.
  - March 31, 2025: The Program must issue a decision on the obligation challenge.
- Obtaining a Compliance Certification
  - June 30, 2025: Municipality shall adopt a Housing Plan and propose drafts of ordinances and resolutions to implement the plan. If a municipality does not adopt a Housing Element and Fair Share Plan by June 30, 2025, the Rules of Court may permit the Program or County Level Judge to allow the municipality to secure a grace period. If a municipality does not adopt a Housing Plan by June 30, 2025 and does not secure a grace period, the municipality will have its immunity revoked.
  - August 31, 2025: Deadline for an interested party to file a challenge to the Housing Plan with the Program. If there is no challenge by this date the Program will begin review of the Housing Plan for consistency with the FHA.

- December 31, 2025: Deadline for a municipality to settle any challenge or provide an explanation as to why it will not make all, or some of the changes brought by the challenge.
- March 15, 2026: Municipality to amend the Housing Plan and implement the agreed upon revisions resulting from a challenge and adopt all pertinent ordinances. The Housing Plan and adopted ordinances shall be immediately filed with the Program.
- Ongoing Compliance
  - Midpoint (2030): Action by municipality or interested party filed to seek a realistic opportunity review of any developments that have not moved forward.

## **Affordability Requirements**

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Pohatcong is in Region 2, which includes Essex, Morris, Union and Warren counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of regional median income. Low-income households are those with annual incomes that are 50% or less of regional median income. Very low-income households are a subset of “low-income” households and are defined as those with incomes 30% or less of regional median income.

The Uniform Housing Affordability Controls (hereinafter “UHAC”) at *N.J.A.C. 5:80-26.3(d)* and (e) requires that the maximum rent for a qualified unit be affordable to households with incomes 70% or less than the median income for the region, provided the development includes 13% or more very low income units. The number of units priced at 70% of regional median income cannot exceed the number of very low income units plus one additional unit. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less of the regional median income. The average sale price must be affordable to a household with an income of 55% or less than the median income.

The regional median income is defined using the federal income limits established by Department of Housing and Urban Development (hereinafter “HUD”) on an annual basis. In the spring of each year, HUD releases updated regional income limits, and it is from these income limits that the rents and sale prices for affordable units are derived. The table on the following page reflects the 2025 affordable housing regional income limits for Region 2, prepared by the New Jersey Housing and Mortgage Finance Agency (NJHMFA).

2025 Income Limits for Region 2					
Household Income Levels	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
Median	\$94,800	\$108,300	\$121,800	\$135,300	\$146,200
Moderate	\$75,840	\$86,640	\$97,440	\$108,240	\$116,960
Low	\$47,400	\$54,150	\$60,900	\$67,650	\$73,100
Very Low	\$28,440	\$32,490	\$36,540	\$40,590	\$43,860

*Source: 2025 Income Limits prepared by NJHMFA, effective May 16, 2025.*

## **Overview of Compliance Requirements**

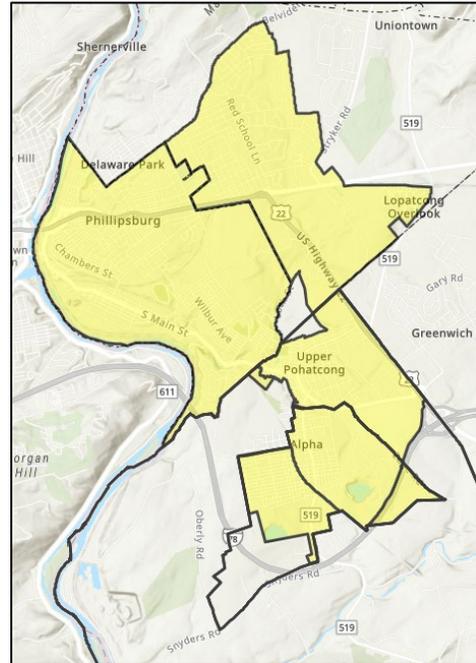
There are extensive requirements that municipalities must meet to ensure their affordable housing strategies result in a Compliance Certification. Furthermore, those requirements vary by round. The following provides a *brief and summarized* overview of the requirements.

- Rental Obligation. Not less than 25% of affordable units addressing the obligation of a round must be rental housing units.
- Family Obligation. Not less than 50% of affordable units addressing the obligation of a round must be available to families, meaning they are not restricted to a particular population. This obligation does not apply to the first and second rounds.
- Family Rental Obligation. Not less than 50% of the units meeting the rental obligation of a round must be available to families, meaning they are not restricted to a particular population. This obligation does not apply to the first and second rounds.
- Senior Maximum. Up to 30% of affordable units addressing the obligation of a round may be reserved for seniors. The maximum was 25% for the first, second and third rounds.
- Income Distribution of Affordable Units
  - Very Low Income Obligation. Not less than 13% of affordable units created or approved on or after July 1, 2008 must be reserved for very low income units (30% or less than the regional median income). Very low income units are a subset of low income units.
  - Family Very Low Income Obligation. Not less than 50% of the units meeting the very low income obligation must be available to families, meaning they are not restricted to a particular population.
  - Low Income Obligation. Not less than 50% of affordable units in any development must be reserved for low income households (50% or less than the regional median income, which includes very low income units). The remaining may be available to moderate income households (51-80% of regional median income).
- Bedroom Distribution of Affordable Units

- The total bedrooms within the affordable units in any development must be not less than twice the number of affordable units. This requirement does not apply to the first, second or third round.
- Studio and 1-bedroom Units. Not more than 20% of units in any development.
- 2-bedroom Units. Not less than 30% of units in any development.
- 3-bedroom Units. Not less than 20% of units in any development.
- The above requirements do not apply to special needs housing or senior housing.
- Senior developments are subject to a modified bedroom distribution such that the total bedrooms within the affordable units must be not less than the number of affordable units.
- Senior and supportive housing developments with 20 or more affordable units shall have not less than 5% 2-bedroom and 3-bedroom affordable units. This requirement does not apply to the first, second or third round.
- Bonus Credits
  - No more than 25% of the obligation for each round.
  - Only one type of bonus credit may be applied to a unit.
  - Rental bonus credits (1.0) are only applicable to the first, second and third rounds.
  - The following unit types are eligible for 1.0 bonus credit in the fourth round.
    - Supportive and special needs bedrooms.
    - Market to affordable (conversion of a market rate unit to an affordable unit).
    - 100% affordable developments: Units within 100% development provided the municipality supplies the land or a minimum of 3% of the development costs.
  - The following unit types are eligible for 0.5 bonus credit in the fourth round.
    - Partnership with non-profit.
    - Proximity to transit: units within ½ mile of transit (rail, bus, ferry).
    - Senior: limited to 10% of the affordable age-restricted units proposed byt capped at 30% of the obligation.
    - Units with at least three bedrooms above the minimum number required by the bedroom distribution.
    - Redevelopment for units on land previously utilized for retail, office or commercial use.
    - Extension of affordability controls on rental housing only, provided the municipality funds the cost for extension.
    - Very Low-Income units above the 13% required.



Pohatcong Township shares a Highlands Designated Center with the surrounding municipalities of Alpha, Phillipsburg and Lopatcong, which is depicted on the map to the right in yellow. The only affordable housing project not within the Center is EAI, although that project was long ago determined to be consistent with the Highlands RMP. Recently the boundary of the Center was expanded to include the property where the 100% affordable housing project is approved. That project has also been determined to be consistent with the Highlands RMP.



Considering the resource protection requirements and policies of the Highlands RMP, the Township has chosen lands that are most appropriate for the development of affordable housing, and has already taken significant steps to fully advance the projects proposed in this plan. Pohatcong’s approach to affordable housing compliance is consistent with the Highlands RMP.

The map below shows the location of the Township’s affordable housing sites, all of which are within the Planning Area.



### Highlands Buildout and RMP Requirements

As a municipality fully conforming to the Highlands Regional Master Plan, Pohatcong utilized the Highlands Buildout tool to assess lands potentially developable consistent with the requirements of the RMP. After updating base data at the request of the Highlands Council, Council staff forwarded an updated analysis showing developable properties. The results of the buildout analysis depicting land that could be developed in a manner consistent with the RMP is included in Appendix 1.

The Highlands Council analysis identified a total of 112.13 acres of developable land in Pohatcong in the Planning Area, consisting of 103 acres of farmland on the south side of State Route 122 (New Brunswick Avenue) and east of Edge Road, 6.34 acres of land at

the end of Sinclair Avenue along the railroad and 2.2 acres along the east side of Route 22 in the northern part of the Township. It should be noted that the 103 acres along New Brunswick Avenue has a valid approval for an 815,000 square foot warehouse anticipated to commence construction by the end of 2025. The 2.2 acres along Route 22 is adjacent to the municipal boundary with Greenwich Township and abuts a car dealership to the immediate east. At its widest, this triangular parcel is only 140' deep, tapering to a point at its northwest terminus along the State highway. While developable in the context of the resource protection requirements of the RMP, practically speaking the depth of the property along the state highway could not reasonably accommodate residential development of any kind.

In July of 2024, the Highlands RMP was amended by the Highlands Council to specifically address affordable housing-related policies “to inform the appropriate location for affordable housing in the Highlands region.” While amendments to the Fair Housing Act required the Regional Master Plan be taken into account in determining municipal obligations, conforming municipalities bear an obligation to ensure that housing plans meet the resource protection requirements of the RMP.

The July 2024 RMP amendment also discusses how the provision of affordable housing in conforming municipalities must address policies related to land use capability zones and resource protection standards requiring open water buffers, protection of prime groundwater recharge areas, development in severe steep slope areas and protection of critical habitat. Pohatcong will maintain consistency with the RMP policies through its current referral ordinance covering the Planning Area portion of Township and the eventual amendment to the land use ordinance for the Planning Area.

## **OPPORTUNITY FOR MULTIGENERATIONAL HOUSING**

The Fair Housing Act requires “an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission”. As of the date of this Housing Plan, there have been no recommendations by the Multigenerational Family Housing Continuity Commission on which to provide the required analysis. However, the Commission has the primary goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity. Township land use policies are not in conflict with this goal and much of the Township’s housing stock is large enough to accommodate multigenerational living. Nothing in the zoning prohibits creation of additional living space consisting of a bedroom and bathroom, but inclusion of separate kitchen facilities would constitute a second dwelling unit, which is not permitted but is also not necessary to facilitate multigenerational living.

## **DEMOGRAPHIC, HOUSING & EMPLOYMENT ANALYSIS**

See Appendix 2 to the Housing Plan for this analysis.

## **AFFORDABLE HOUSING OBLIGATION & SATISFACTION**

Fourth round housing plans must address four components of a municipality’s affordable housing obligation. These include the rehabilitation obligation to improve substandard housing occupied by low-

and moderate-income households, the first and second round obligation of new construction from 1987 to 1999, third round obligation of new construction from 1999 to 2025, and the fourth round obligation of new construction from 2025 to 2035.

**Rehabilitation Obligation: 0 units**

As the Township has no rehabilitation obligation, this need not be addressed as part of this plan.

**First & Second Rounds Obligation: 47 units, Fully Satisfied**

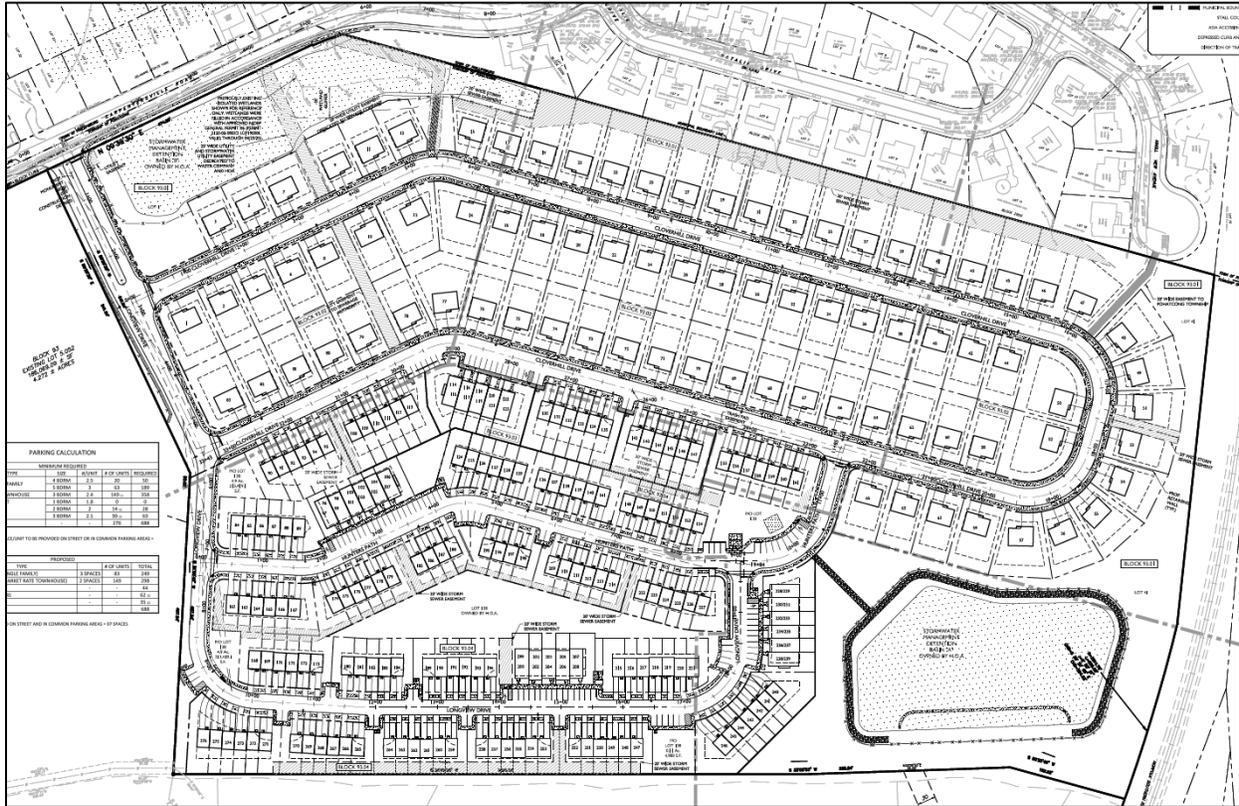
The Township addressed its 47 unit first and second round obligation with a total of 35 units and 12 rental bonus credits from an approved inclusionary project (EAI), existing age-restricted units from the Biding Peace project and an existing supportive housing project. Discussion is presented for each of the projects noted in the table below.

<b>Satisfaction of the 47-unit Prior Round Obligation</b>			
<b>Project</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
EAI	20	9	29
Biding Peace (Age-restricted rental)	12	0	12
415 Liggett Blvd. (supportive housing)	3	3	6
<b>Total</b>	<b>35</b>	<b>12</b>	<b>47</b>

**EAI**

This inclusionary project has a long history within the Township, as it is the product of settlement of builder’s remedy litigation in 1996 relative to the prior round. While the proposal has undergone a number of iterations spanning nearly two decades and the settlement agreement has been amended a number of times, the work necessary to ensure the project becomes a reality is mostly complete. The biggest obstacle was inclusion of the property within the sewer service area, which was ultimately approved by NJDEP and the New Jersey Highlands Council long ago, resulting in 45 acres of the 170 acre property having sanitary sewer service available. While the developer received approval from the Land Use Board in 2020 for a total of 233 units (90 single-family homes, 99 market-rate townhomes and 44 affordable townhomes), an amended subdivision and site plan application is under consideration by the Land Use Board to now include 276 units consisting of 83 single-family homes, 149 market-rate townhomes and 44 affordable stacked townhomes as shown on the plan on the following page. The affordable units will be required to meet income tiering and bedroom distribution requirements.

Per the Township’s settlement agreement with EAI, a total of 44 family rental units will be provided through inclusionary development per the current AH zone requirements, which were adopted as part of the zoning ordinance in compliance with the settlement agreement. While the Highlands Regional Master



**EAI – Proposed Subdivision and Site Plan**

Plan requires a 20% setaside of affordable units for any residential project, the settlement agreement predates the RMP and this requirement and the setaside required is 44 units regardless of the number of market-rate units. Based on the amended application noted above, however, the setaside proposed is 15.9%. A total of 20 of the 44 units are applied to the Prior Round obligation along with 9 rental bonus credits, resulting in 29 credits towards the 47-unit obligation.

While N.J.A.C. 5:93-5.3 (b) and (c) set forth specific requirements that must be demonstrated for new construction projects, the developer of this property has already received approval from the Pohatcong Township Land Use Board on a number of occasions and an amended application is currently under consideration. As such, these requirements are satisfied, as there is no question as to the ability of the project to be constructed.

**Biding Peace**

Based on a report issued by COAH on October 26, 1999, the Township is eligible to receive credits for existing age-restricted units within the Biding Peace project for senior citizens and the developmentally disabled. The project was completed in December of 1987 utilizing Section 202 funds from HUD. While located in Lopatcong Township, Pohatcong’s participation in the project meant that 21 of the 82 units were attributable to the Township and 12 units of credit are applied to the Prior Round obligation. Crediting documentation was previously provided to COAH and certified as eligible for credit.

### **415 Liggett Blvd (Alternatives)**

Alternatives, Inc. operates a 3 bedroom supportive housing project at 415 Liggett Boulevard. Originally opened on May 8, 2002, this project is still occupied and provides a total of 3 credits plus 3 rental bonus credits that are applied to the Prior Round Obligation. Crediting documentation was previously provided to COAH in conjunction with certification of the Township’s prior round plan.

### **Third Round Obligation: 138 Units, Fully Satisfied**

As noted previously, the Township’s third round obligation was 138 units, as agreed to in the May 18, 2022 settlement agreement reached with Fair Share Housing Center as part of Pohatcong’s declaratory judgment filing. Below is a summary of the compliance mechanisms that address the third round obligation, with crediting documentation provided in the Appendices as noted.

<b>Satisfaction of the 138-unit Third Round Obligation</b>			
<b>Project</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
Biding Peace (Age-restricted rental)	9	0	9
EAI	24	0	24
Larken (Block 93, Lot 5.04)	24	24	48
Shimer School Redevelopment	10	10	20
Ingerman (100% affordable)	36	1	37
<b>Total</b>	<b>103</b>	<b>35</b>	<b>138</b>

#### ***Biding Peace***

Please see discussion in the prior round obligation section for a description of the project. A total of 9 of 21 credits are applied to the third round obligation.

#### ***EAI***

Please see discussion in the prior round obligation section for a description of the project. A total of 24 of 44 units are applied to the third round obligation.

#### ***Larken (Block 93, Lot 5.04)***

This inclusionary project consists of a total of 120 units, 24 of which are deed restricted for low and moderate income households. The High Street Redevelopment Plan was adopted by Township Council in 2021 and provided inclusionary zoning to permit the project. Larken received approval from the Land Use Board in 2022 and also negotiated a PILOT and redevelopment agreement with Township Council under the provisions of the Local Redevelopment and Housing Law and the Long Term Tax Exemption Law. The

project has been constructed and is occupied. A total of 24 family rental unit credits (see table below for bedroom distribution) are applied to the third round obligation along with 24 rental bonus credits for 48 total credits. Crediting information is provided in Appendix 3.

<b>Larken – Bedroom Distribution</b>		
<b># Bedrooms</b>	<b># Units</b>	<b>% of Total Units</b>
1 Bedroom	4	16.67%
2 Bedroom	15	62.5%
3 Bedroom	5	20.83%

While N.J.A.C. 5:93-5.3 (b) and (c) set forth specific requirements that must be demonstrated for new construction projects, the project is already constructed and occupied, therefore those standards are irrelevant.

***Shimer School Redevelopment (Block 44, Lot 1)***

The former Shimer School is an approximately 2 acre property designated as Block 44, Lot 1, with frontage on New Brunswick Avenue to the south and Pennsylvania Avenue to the north and currently containing a former school building and parking lot. Purchased by the Township around the year 2000, the site was sold to a potential developer at auction and was subsequently included within a designated redevelopment area in 2019. The Township adopted a redevelopment plan for the property (see Appendix 4) and the redeveloper has an application pending before the Land Use Board for site plan approval. The current proposal is for a total of 48 family rental units, of which 10 would be deed restricted for low and moderate income households. A total of 20 credits are applied to the third round obligation considering 10 rental bonus credits. The table below shows the distribution of units proposed, which complies with UHAC requirements.

<b>Shimer School Redevelopment – Bedroom Distribution</b>		
<b># Bedrooms</b>	<b># Units</b>	<b>% of Total Units</b>
1 Bedroom	2	20%
2 Bedroom	6	60%
3 Bedroom	2	20%

N.J.A.C. 5:93-5.3 (b) and (c) set forth site suitability requirements, which can all be met. As noted above the site is already owned by the redeveloper. Multifamily development is compatible with surrounding uses, which include commercial uses along New Brunswick Avenue and single family housing along Pennsylvania Avenue. Adequate water and sewer capacity exists and is already present on the site with

the former school use. The proposed development will comply with the Residential Site Improvement Standards.

***Ingerman 100% Affordable Project (Block 38, Lot 1)***

As part of its compliance plan, the Township worked with Ingerman to facilitate development of a 100% affordable housing project on Block 38, Lot 1. The project, which has already received site plan approval from the Land Use Board, consists of a total of 96 units (2 phases of 48 units) all affordable to low and moderate income households and developed through the NJHMFA 4% tax credit financing program in combination with the NJHMFA Affordable Housing Production Fund. Ingerman has already received approval from NJHMFA for funding under both programs. The Township is committing up to \$2.4 million in affordable housing trust funds to the project, \$1.2 million for each phase, however not less than \$1.2 million, as detailed in the spending plan in Appendix 5.

As required by N.J.A.C. 5:93-5.3, affordable housing sites shall be available, approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3., for the production of low and moderate income housing. As demonstrated below, the site meets these criteria.

- The site(s) have clear title and are free of encumbrances which could preclude development of affordable housing. Ingerman is the contract purchaser of the property.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is located on along South Main Street, and there are a mix of both single family residential uses and commercial businesses in the area. Access to the site will be provided to South Main Street via connection to an existing driveway serving an adjacent commercial facility.
- Adequate sewer and water capacity is available. Water and sewer service will be provided by the appropriate utilities and is available immediately adjacent to the site. While not located within a sewer service area (the property abuts the sewer service area) and will be the subject of an application for an amendment to the NJDEP. This process will be facilitated through the property's locatoin within the Highlands Center, which allows for a sewer service area revision as opposed to a Water Quality Management Plan Amendment.
- The site can be developed in accordance with the New Jersey Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq and has already received site plan approval from the Land Use Board.

As required by N.J.A.C. 5:93-5.5(a), municipally-sponsored or 100% affordable housing projects must meet certain requirements as noted below with comments on compliance.

1. The municipality shall demonstrate that it has control or has the ability to control the site(s). Control may be in the form of outright ownership or an option on the property; *Ingerman is under contract to purchase the property from the current owner.*
2. An administrative mechanism shall be submitted for the development indicating who will income qualify applicants and administer the units once they are occupied. The

municipality may contract with an outside agency to provide these functions, provided a written agreement between the administrative agency and the municipality is submitted to the Council. *Ingerman will manage the income qualification process and affirmative marketing internally as it does with all its projects.*

3. The municipality shall submit detailed information demonstrating that it has adequate funding capabilities. The documentation shall include: i. A pro-forma statement for the project; and ii. Evidence that the municipality has adequate and stable funding. If State or Federal funds will be used, the municipality shall provide documentation indicating the funding available to the municipality and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. As outside funds become available, the municipality may reduce its reliance on municipal resources; *A proforma statement is provided in Appendix 21. The Township and developer will rely on funding from the NJHMFA 4% tax credit program as well as the newly created Affordable Housing Production Fund. This will be supplemented with up to \$2.4 million and not less than \$1.2 million from the Township's affordable housing trust fund. Given the Township's current budget situation, bonding for the Township's subsidy is not an option. Two recently approved warehouse projects are anticipated to begin construction in the next 3-5 months, and over \$2,000,000 is expected to be paid to the trust fund upon issuance of building permits with an additional \$2,000,000 paid prior to issuance of certificates of occupancy. In conjunction with money already in the trust fund, this is sufficient to cover this mechanism. Additionally, payment of subsidy is not immediately required for the project to begin, and according to the developer, can be scheduled for later in the project's construction. All that is required by NJHMFA is a commitment to the funding by the Township, which has been provided.*

4. A construction schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The construction schedule shall provide for construction to begin within two years of substantive certification. The municipality shall indicate the entity responsible for monitoring the construction and overall development activity. *As noted, Ingerman has already received site plan approval from the Land Use Board and approval of financing through NJHMFA. Currently the developer is working to resolve permitting requirements with NJDEP and expects to commence construction once permits are received. While construction was intended to commence in late 2024, these permitting issues have delayed that to late 2025.*

In addition to site suitability, the project will meet the applicable requirements for affordable housing projects in the substantive rules, as well as the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.). See below as well as supplementary documentation in support of this site in the Appendices.

- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.

- Controls on Affordability. The affordable units will have minimum 45-year affordability controls in accordance with COAH’s rules and UHAC regulations.
- Bedroom Distribution. The developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing units on the site. It should be noted the project will provide 25% of the units as 3 bedroom units, which amounts to 4 additional 3 bedroom units.

In order to create appropriate zoning for the project, the Township designated the property as an area in need of redevelopment and designated Ingerman as the redeveloper of the property. A redevelopment plan has already been adopted for the site and Ingerman has already received site plan approval from the Land Use Board. Currently they are working with NJDEP to resolve some permitting issues related to flood hazard area present on the property.

As the property is located within the Highlands Planning Area and the Township has adopted a referral ordinance, consideration must be given to Highlands resources on the property (see Appendix 15 for a full property report). The majority of the property is located within the Existing Community Zone (78.6%), with areas of Existing Community Environmentally Constrained Sub-Zone (21.4%). As noted earlier, the Highlands Council approved an expansion to the boundary of the Highlands Designated Center and the property is now within that Center and the project has already been deemed consistent with the Highlands Regional Master Plan.

### **Other Requirements**

In addition to meeting the total 138 unit obligation, the Township must also meet requirements related to the minimum rental obligation, maximum number of age-restricted units, minimum family unit obligation, and the minimum very low income unit obligation of 13%. These requirements are detailed below.

#### **Minimum Rental Obligation = 35 units**

$$.25 \text{ (obligation)} = \text{Minimum \# rental units} \text{ or } .25 (138) = \mathbf{35 \text{ units}}$$

The minimum obligation is satisfied with rental units proposed as part of the Larken (24), Shimer School (10) and Ingerman (96) projects.

#### **Maximum Senior Units = 35 units**

$$.25 \text{ (obligation)} = \text{Maximum \# age-restricted units} \text{ or } .25 (138) = \mathbf{35 \text{ units}}$$

The only age-restricted units proposed for credit in the third round are those at Biding Peace, totaling 9 units. This is less than the maximum of 35 units permitted.

#### **Minimum Family Unit Obligation = 69 units**

$$.50 \text{ (obligation)} = \text{Minimum \# family units} \text{ or } .50 (138) = \mathbf{69 \text{ units}}$$

With the exception of the Biding Peace project, all units proposed in the third round are family units.

#### **Minimum Family Rental Obligation= 18 units**

$$.50 \text{ (rental obligation)} = \text{Minimum \# Family Rental Units} \text{ or } .50 (69) = \mathbf{18 \text{ units}}$$

For the third round obligation, the Township has a total of 94 family rental units proposed.

### **Minimum Very Low Income Unit Obligation = 13 units**

.13 (units created or approved on or after July 1, 2008) = Minimum # very low income units or  
.13 (94) = 12.22 round up to 13

The total number of units created or approved after July 1, 2008 will be 94, resulting in a requirement for 13 very low income units. This obligation will be met through the following projects, which will create a total of 25 very low income units:

- EAI – 44 affordable units proposed with 13% or 6 units for very low income households
- Larken – 24 affordable units proposed with 13% or 4 units for very low income households
- Shimer School – 10 affordable units proposed with 13% or 2 units for very low income households
- Ingerman – 96 affordable units proposed with 13% or 13 units for very low income households

### **Fourth Round Obligation**

#### ***Present Need (Rehabilitation Share)***

As calculated by DCA, Pohatcong’s present need for the fourth round is zero (0) units. As such, no compliance mechanisms are needed.

#### ***Prospective Need***

Pohatcong’s fourth round obligation (also referred to as the prospective need) is 65 units. This obligation is defined as the new construction obligation for 2025-2035. The Fair Housing Act, N.J.S.A. 52:27D-304.3.b., describes the obligation as a “projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations”.

The methodology to calculate the obligation begins with determining the need for affordable housing in which the municipality is located. That regional need is then allocated to each municipality in the region, excluding qualified urban aid municipalities, based on an average of three factors: 1) equalized nonresidential valuation factor, which serves as a proxy for the municipal share of the region’s change in employment during the previous affordable housing round, 2) income capacity factor, which is the municipal share of the region’s median household income, and 3) land capacity factor, which is the municipal share of the region’s developable land.

The DCA calculated municipal fourth round obligations in *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*, released on or about October 18, 2024. This DCA Report calculated a fourth round obligation of 65 units for the Township. The Township reviewed the land capacity factor data provided by DCA and in accordance with the requirements of the law and determined the calculation was appropriate. The Township’s obligation was fixed in an order signed by Judge William G. Mennen, J.S.C. on March 25, 2025.

To address the fourth round obligation, the Township will rely on 48 units from the Ingerman 100% affordable project, along with 17 bonus credits associated with the project. The table below summarizes the fourth round obligation and how it is satisfied and notes the Township will have a surplus of 12 units to carry to the fifth round period.

Satisfaction of the 65-unit Fourth Round Obligation			
Project	Units	Bonus Credits	Total Credits
Ingerman 100% Affordable Project	48	17	65
<b>Total</b>	<b>48</b>	<b>17</b>	<b>65</b>
<b>Surplus Units</b>			<b>12</b>

The proposed distribution of units is detailed in the table below and meets the requirements of UHAC and in fact provides 4 additional 3 bedroom units. Half the units proposed will be available to low income households, including 13% being available to very low income households, with the other half available to moderate income households.

Ingerman 100% Affordable Project – Bedroom Distribution		
# Bedrooms	# Units	% of Total Units
1 Bedroom	16	16.67%
2 Bedroom	56	58.33%
3 Bedroom	24	25%

### ***Distribution of Fourth Round Units***

In addition to meeting the total 65 unit fourth round obligation, the Township must also meet a rental obligation, maximum senior units, family obligation, very low income obligation, and maximum bonus credits, as set forth in the Fair Housing Act.

#### **Maximum Bonus = 17 credits**

- Maximum bonus credits = 25% (obligation) |  $25\% (65) = 16.25$ , rounded up to 17 units.

As the Township will be contributing at least 3% of the cost of the Ingerman project, as a 100% affordable project, it is eligible for 2 for 1 credits up to a maximum of 17 credits, which are applied to the fourth round obligation.

#### **Minimum Rental = 12 units**

- Minimum rental units = 25% (of units meeting the obligation) |  $25\% (48) = 12$  units

All of the units in the Ingerman project are rentals, so this requirement is met.

**Maximum Senior = 14 units**

- Maximum age-restricted units = 30% (units meeting the obligation) | 30% (48) = 14.4, rounded down to 14 units

There are no age-restricted units proposed for the fourth round.

**Minimum Family = 24 units**

- Minimum family units = 50% (units meeting the obligation) | 50% (48) = 24 units

All of the units in the Ingerman project are family units, therefore this requirement is met.

**Minimum Family Rental = 12 units**

- Minimum family rental = 50% (rental obligation) | 50% (24) = 12 units

All of the units in the Ingerman project are family rental units, so this requirement is met.

**Minimum Very Low Income = 7 units**

- Minimum very low income units = 13% (fourth round units created or approved on or after July 1, 2008) | 13% (48) = 6.24, rounded up to 7 units

The Ingerman project will be required to provide 7 very low income units, meeting this requirement.

**Minimum Family Very Low Income = 1 unit**

- Minimum family very low income units = 50% (very low income obligation) | 13% (7) = 0.91 units, rounded up to 1 unit

As the units in the Ingerman project are all family units, this requirement is met.

***Affordability Assistance***

As required, the Township will undertake a variety of affordability assistance activities to render units more affordable. These strategies are outlined in the spending plan (Appendix 5) and the affordability assistance program manual is provided in Appendix 6.

**CONSISTENCY WITH THE STATE DEVELOPMENT AND REDEVELOPMENT PLAN**

As noted in the State Plan policy maps, areas within the Highlands Region utilize land use capability designations of the Highlands Regional Master Plan rather than traditional planning areas. Although planning area-specific policies cannot be assessed, the Township's approach to affordable housing is generally consistent with the statewide goals of the State Development and Redevelopment Plan. Most notable are:

- Revitalize the State's cities and Townships
- Conserve the State's natural resources and systems
- Provide adequate housing at a reasonable cost

The Ingerman 100% affordable project, the Township's sole mechanism for the fourth round, is proposed within the Existing Community Zone and is within the Township's Highlands Center.

## **AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING**

Pohatcong Township's Affordable Housing Ordinance is consistent with the Fair Housing Act, the Uniform Housing Affordability Control Rules, *N.J.A.C. 5:80-26.1 et seq.*, and the Division of Local Planning Services Fair Housing Act Rules, *N.J.A.C. 5:99*. As of the adoption of this Housing Plan, the latter is in the process of being amended, therefore the existing ordinance will be relied upon until such time as those regulations are finalized. Ordinances adopted by March of 2026 will reflect appropriate requirements. The current affordable housing ordinance, adopted in 2023, is provided in Appendix 7.

The Township's Affordable Housing Ordinance, Chapter 285, Article VII, governs the establishment of affordable units in the Township as well as regulating the occupancy of such units. The Township's Affordable Housing Ordinance addresses the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc. All newly created affordable units, with limited exceptions, will comply with the affordability control period of 30 years for sale units or 40 years for rental units, as required by the Fair Housing Act and the Uniform Housing Affordability Control Rules.

The Township has established the position of the Municipal Housing Liaison. However, the Township will likely rely on its affordable housing administrator to conduct the administration and affirmative marketing of its affordable housing sites that will not be administered by the developers.

The Township's affirmative marketing plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region (Region 2), consisting of Essex, Morris, Union and Warren counties.

The affirmative marketing plans include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with *N.J.A.C. 5:80-26.1 et seq.* This plan must be adhered to by all private, non-profit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. A copy of the affirmative market plan is provided in Appendix 8.

## **AFFORDABLE HOUSING TRUST FUND**

Pohatcong's existing development fee ordinance included in Appendix 9. The Township has prepared a new Spending Plan, provided in Appendix 5, which discusses anticipated revenues, collection of revenues, and the use of revenues, and it has been prepared in accordance with currently applicable rules. It should be noted, however, that 5:99, the Fair Housing Act Rules, which set forth requirements related to spending plans, are not yet finalized. All collected revenues will be placed in the Township's Affordable Housing Trust fund and will be dispensed for the use of eligible affordable housing activities including, but not limited to:

- Affordability assistance program; and

- Contribution to a 100% affordable housing project; and
- Any other activity as specified in the approved spending plan.

The Township is required to fund eligible programs in a Court-approved Housing Element and Fair Share Plan, as well as provide affordability assistance. At least 30% of collected development fees, excluding expenditures made since July 17, 2008, when affordability assistance became a statutory requirement in the Fair Housing Act, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan. At least one-third (1/3) of the affordability assistance must be expended on very-low income units. Additionally, no more than 20% of the revenues collected from development fees each year shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. The spending plan prepared reflects these requirements, but once amendments to 5:99 are finalized, the Township reserves the right to amend its spending plan related to affordability assistance requirements, which are proposed to change.

## **Appendix 1**

**Developable Land  
Highlands Buildout  
Pohatcong Township  
Warren County, New Jersey**



bing

Airbus

**Legend**

 Highlands Buildout - Developable Parcels



Map Scale - 1:14,640

Map Prepared by:  
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POLICY  
PLANNING  
DESIGN

Data Sources: NJOIT and NJHC

## **Appendix 2**

# **2025 FOURTH ROUND HOUSING PLAN**

HOUSING, DEMOGRAPHIC AND EMPLOYMENT ANALYSIS  
POHATCONG TOWNSHIP  
WARREN COUNTY  
NEW JERSEY

JUNE 20, 2025

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## DEMOGRAPHIC ANALYSIS

The population of the Township of Pohatcong (“Pohatcong” or the “Township”) experienced significant growth during the latter half of the twentieth century, before suffering steady declines after 1970 (Table 1). From 1940 to 1970, the number of Pohatcong residents nearly doubled as it rose from 2,029 persons to a peak of 3,924 persons. The rate of population change was also around twice the pace experienced by the entirety of Warren County and approximately a quarter more than the comparable figure for New Jersey. But after 1970, the Township suffered continual population declines. In total, Pohatcong lost nearly 17.4% of its population since then. Meanwhile, Warren County experienced a 48.4% rate of growth for the same period. It should be noted here that although the total population data in Table 1 is drawn from various U.S. Census Bureau (“Census Bureau”) decennial censuses, all subsequent Census Bureau data contained herein comes from the 2019-2023 American Community Survey (“ACS”), which is calculated as a 5-year estimate, unless otherwise noted.

**Table 1: Population Trends (1940-2020)**

Year	Pohatcong		Warren County		New Jersey	
	Total Population	% Change, Decade-on-Decade	Total Population	% Change, Decade-on-Decade	Total Population	% Change, Decade-on-Decade
1940	2,029	--	50,181	--	4,160,165	--
1950	2,540	25.2%	54,374	8.4%	4,835,329	16.2%
1960	3,543	39.5%	63,220	16.3%	6,066,782	25.5%
1970	3,924	10.8%	73,879	16.9%	7,171,112	18.2%
1980	3,856	-1.7%	84,429	14.3%	7,364,823	2.7%
1990	3,591	-6.9%	91,607	8.5%	7,730,188	5.0%
2000	3,416	-4.9%	102,437	11.8%	8,414,350	8.9%
2010	3,339	-2.3%	108,692	6.1%	8,791,894	4.5%
2020	3,241	-2.9%	109,632	0.9%	9,288,944	5.7%

*Source: U.S. Census Bureau, Various Decennial Censuses; N.J. Department of Labor and Workforce Development*

Table 2 shows the population cohorts in Pohatcong as of 2023. The distribution is relatively balanced, with a split between males and females of 51.3% to 48.7%, respectively, within the community. The largest age group overall is the 35 to 54 years age group, which makes up 29.7% of the population. The 65 years and over age group has the second-highest share of the population at 20.2%. Only 6.8% of the population is under the age of five, suggesting a birth rate that is unsubstantial. The 35 to 54 years age group also has the greatest disparity between genders as a proportion of the respective population. The community has a median age of 41.9, which is slightly less than the median age of 43.9 for Warren County but higher than the median age of 40.1 for New Jersey.

**Table 2: Population by Age and Sex**

Age Group	Total Population		Male		Female	
	Number	% of Population	Number	% of Population	Number	% of Population
Under 5 years	223	6.8%	126	7.5%	97	6.1%
5 to 19 years	369	11.3%	235	14.1%	134	8.4%
20 to 34 years	614	18.8%	231	13.8%	383	24.1%
35 to 54 years	967	29.7%	588	35.2%	379	23.9%
55 to 64 years	428	13.1%	199	11.9%	229	14.4%
65 years and over	657	20.2%	292	17.5%	365	23.0%
Total	3,258	--	1,671	--	1,587	--
<b>Median Age (years)</b>	<b>41.9</b>		<b>41.7</b>		<b>42.9</b>	

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

The population of Pohatcong is growing older but is declining overall. Table 3 illustrates the changes among the various cohorts between 2013 and 2023. During that time, the oldest cohort increased by 193 persons and the “35 to 54 years” cohort gained 63 persons. At the same time, the rest of the population decreased by 323 people, resulting in a net decrease of 67 people, or a decline of two percent.

**Table 3: Population Change by Age (2013-2023)**

Age Group	2013		2023		Change, 2013 to 2023	
	Number	%, Total Population	Number	%, Total Population	Total Change	% Change
Under 5 years	230	6.9%	223	6.8%	-7	-3.0%
5 to 19 years	549	16.5%	369	11.3%	-180	-32.8%
20 to 34 years	689	20.7%	614	18.8%	-75	-10.9%
35 to 54 years	904	27.2%	967	29.7%	63	7.0%
55 to 64 years	489	14.7%	428	13.1%	-61	-12.5%
65 years and over	464	14.0%	657	20.2%	193	41.6%

*Source: U.S. Census Bureau, 2009-2013 and 2019-2023 American Community Survey 5-Year Estimates*

A household is defined by the Census Bureau as those persons who occupy a single room or group of rooms that constitute a unit of housing, and that these persons may or may not be related. A family is identified as a group of persons including a householder and one or more persons related by blood, marriage, or adoption, who live in the same household.

Table 4 shows the frequency of household size types for both family and nonfamily households. Pohatcong has a substantial population of persons living alone. One-person households account for approximately one quarter of all households in the municipality. This rate is lower, however, than the rest of the county where 28.6% of households consist of only one person. Despite the drop in the school-age population shown above in Table 3, Pohatcong still has several larger households. Of all households in the community, 9.6% consist of five or more persons. Two-person households are the most common household size in

Pohatcong, representing 34.2% of all households. After one- and two-person households, the third most common household size is the three-person household, which is comprised of 21.5% of all households.

**Table 4: Household Size**

Household Size	Pohatcong		Warren County		New Jersey	
	Total	%	Total	%	Total	%
1-person	327	23.6%	12,836	28.6%	918,897	26.4%
2-person	474	34.2%	15,218	33.9%	1,081,842	31.1%
3-person	298	21.5%	7,211	16.0%	594,946	17.1%
4-person	155	11.2%	6,089	13.5%	530,520	15.3%
5-person	116	8.4%	2,258	5.0%	218,492	6.3%
6-person	17	1.2%	927	2.1%	79,678	2.3%
7-or-more person	0	0%	404	0.9%	53,980	1.6%
Households, Total	<b>1,387</b>	--	<b>44,943</b>	--	<b>3,478,355</b>	--
Average Household Size	<b>2.34</b>		<b>2.41</b>		<b>2.61</b>	

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Census Bureau data on families and household types contain insights into the community’s household trends. As shown in Table 5, married couples live in 59.6% of households, a number slightly above Warren County (51.1%) and the rest of the state, where one in two households includes a married couple. Pohatcong maintains its status as a locale for families, with around a quarter of households having at least one member under the age of 18. At the opposite end of the age spectrum, 33.1% of households have at least one person over the age of 65 years old. This figure exceeds the county and state figures of 34.2% and 32.5%, respectively.

**Table 5: Household and Family Types**

Household Type	Pohatcong	Warren County	New Jersey
Married couple	59.6%	51.1%	50.0%
Cohabiting couple	7.9%	7.0%	6.6%
Male householder, no spouse/partner present	16.9%	16.4%	16.1%
Female householder, no spouse/partner present	15.7%	25.6%	27.3%
Household with at least one person under 18	23.4%	28.0%	31.4%
Household with at least one person over 65	33.1%	34.2%	32.5%
Average Household Size	2.34	2.41	2.61
Average Family Size	2.68	2.96	3.19

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Regarding race and ethnicity, persons considered by the Census Bureau as “Not Hispanic or Latino, White alone” make up an overwhelming share of Pohatcong residents, or 85.6% (Table 7). This racial and ethnic group represents 76.4% of the Warren County population and just over one-half of all New Jerseyans.

About ten percent of the community is Hispanic or Latino, a relatively small amount considering the figure for Warren County is 12.1% and the statewide figure is 21.9%. Of other minorities, the “Black or African American alone” population comprises slightly more than two percent of the “Not Hispanic or Latino” ethnic grouping.

**Table 6: Race and Ethnicity**

Race and Ethnicity	Pohatcong	Warren County	New Jersey
<i>Not Hispanic or Latino:</i>	90.1%	87.9%	78.1%
White alone	85.6%	76.4%	51.9%
Black or African American alone	2.2%	5.3%	12.3%
Asian alone	0.3%	3.0%	9.8%
Other races alone	0.0%	0.4%	0.8%
Two or more races	2.0%	2.9%	3.2%
<i>Hispanic or Latino:</i>	9.9%	12.1%	21.9%
White alone	0.5%	3.7%	5.0%
Black or African American alone	0.0%	0.2%	0.7%
Other races alone	1.8%	3.4%	8.9%
Two or more races	7.5%	4.8%	7.4%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

## ANALYSIS OF SOCIOECONOMIC CHARACTERISTICS

According to the most recent ACS data reproduced in Table 7, 9.7% of Pohatcong households have an income of at least \$200,000. The median household income is well below that demarcation at \$112,981. Looking at a different metric, the mean income for Pohatcong households is \$123,909. Given the upward skew of the mean, it is reasonable to conclude that Pohatcong is home to a small number of high-earning households. In all, 56% of Pohatcong households have an income of \$100,000 or higher. As for those with fewer means, 14.5% of households have an income of less than \$50,000. This is significantly less than Warren County’s rate of 23.4%, and New Jersey’s rate of 25.2%.

**Table 7: Household Income**

Household Income	Pohatcong	Warren County	New Jersey
Less than \$25,000	6.9%	11.1%	11.9%
\$25,000-\$50,000	7.6%	12.3%	13.3%
\$50,000-\$100,000	29.6%	26.8%	24.3%
\$100,000-\$200,000	46.3%	36.1%	29.7%
More than \$200,000	9.7%	13.7%	20.7%
<b>Median Household Income</b>	<b>\$112,981</b>	<b>\$99,596</b>	<b>\$101,050</b>
<b>Mean Household Income</b>	<b>\$123,909</b>	<b>\$117,781</b>	<b>\$140,299</b>

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

Even though the community has wealthy households, it is necessary to note the presence of people with limited resources. To that end, the overall poverty rate in Pohatcong is 7.5%, as shown in Table 8. That is slightly less than the rate of 8.1% for Warren County and the rate of 9.8% for New Jersey. The poverty rate for children is 16.1%, which is more than Warren County’s rate of 10%, and slightly above New Jersey’s rate of 13.3%. The poverty rate for seniors is 3.5%, which is less than the rate for the rest of Warren County at 6.5%. This rate stands in stark contrast to the poverty rate for seniors in New Jersey overall, which is 9.5%.

**Table 8: Poverty Rate**

Poverty Status	Pohatcong	Warren County	New Jersey
Percent below poverty level, overall	7.5%	8.1%	9.8%
Percent below poverty level, under 18 years old	16.1%	10.0%	13.3%
Percent below poverty level, 65 years old and over	3.5%	6.5%	9.5%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Over the past decade, Pohatcong workers have fared about the same as or better than all other workers in the county and state according to the unemployment data shown in Table 9. Annualized, the Township’s unemployment rate during that period stayed almost entirely below 5%, reaching lows of 3% in 2018 and 2019. The exception was the COVID pandemic year of 2020, when the unemployment rate shot up to 7% before tapering back down to 4.8% in 2021. Even then, the Township absorbed COVID’s economic shock better than the rest of Warren County and New Jersey, where the unemployment rate increased to 8.3% and 9.5%, respectively.

**Table 9: Unemployment Rate**

Year	Pohatcong	Warren County	New Jersey
2013	7.2%	7.8%	8.4%
2014	5.4%	6.3%	6.7%
2015	4.5%	5.3%	5.7%
2016	4.2%	4.6%	4.9%
2017	3.4%	4.2%	4.5%
2018	3.0%	3.8%	4.0%
2019	3.0%	3.3%	3.5%
2020	7.0%	8.3%	9.5%
2021	4.8%	5.9%	6.7%
2022	3.3%	3.6%	3.9%
2023	4.1%	4.0%	4.3%

*Source: N.J. Department of Labor and Workforce Development*

Pohatcong’s labor force varies from Warren County and New Jersey in two significant ways. First, approximately 48.9% of the Township’s workforce is employed by for-profit businesses according to Table 10, which is well below the shares of 67.2% and 69.2%, for the county and state, respectively. Second, approximately 34% of the Township’s workforce is employed by the government, which is twice as high as the shares of 16.2% and 14.2%, for the county and state, respectively. The portion of the local labor force that works as not-for-profit employees and either self-employed business owners or contractors mirrors data for the county and state.

**Table 10: Class of Worker**

Class of Worker	Pohatcong	Warren County	New Jersey
For-profit company employee	48.9%	67.2%	69.2%
Not-for-profit employee	8.8%	8.0%	7.6%
Government worker	34.0%	16.2%	14.2%
Self-employed, business owner	3.0%	3.8%	3.9%
Self-employed, contractor	5.1%	4.9%	5.1%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Pohatcong has a skilled workforce. This is supported in the occupation data listed in Table 11. Over one-third of the employed population works in management, business, science, and arts. These are individuals who work in occupations that demand a singular set of skills and knowledge. About 16.7% of Pohatcong residents earn their pay in service occupations. This rate is comparable to the county and state figures of 16.4% and 14.8%, respectively. Sales and office occupations also employ many Township residents at 16%, which mirrors the data for the county. About 15.9% of employed residents work in natural resources, construction, and maintenance, which is a much greater share than Warren County (9%), and New Jersey (6.9%). The production, transportation, and material moving occupation category employs 13.4% of the local workforce, which is close to the rate of 12.1% for the county and 11.3% for the state.

**Table 11: Occupation**

Occupation	Pohatcong	Warren County	New Jersey
Management, business, science, and arts	38.1%	42.2%	46.9%
Service occupations	16.7%	16.4%	14.8%
Sales and office occupations	16.0%	20.4%	20.0%
Natural resources, construction, and maintenance occupations	15.9%	9.0%	6.9%
Production, transportation, and material moving	13.4%	12.1%	11.3%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Township residents are employed in nearly every major industrial sector shown in Table 12 and are especially well represented in the educational services sector. The health care and social assistance sector is the next largest category. The manufacturing sector is third highest, and its rate is above both the county and state rates. The “transportation and warehousing, and utilities” sector is fourth highest. The retail

trade sector, the public administration sector, the “other services except public administration” sector, and the arts and entertainment sector employ an ample and nearly equal share of workers. Many residents also work in the construction sector and the sector encompassing “professional, scientific, and management, and administrative and waste management services.”

**Table 12: Industry**

Industry	Pohatcong	Warren County	New Jersey
Agriculture, forestry, fishing and hunting, and mining	2.4%	1.1%	0.3%
Construction	6.4%	7.2%	6.1%
Manufacturing	11.3%	11.0%	8.2%
Wholesale trade	1.2%	3.0%	2.9%
Retail trade	8.4%	9.9%	10.5%
Transportation and warehousing, and utilities	9.0%	5.9%	6.6%
Information	1.0%	2.1%	2.6%
Finance and insurance, and real estate and rental and leasing	2.2%	6.1%	8.6%
Professional, scientific, and management, and administrative and waste management services	5.2%	12.5%	14.3%
Educational services	18.2%	9.4%	10.5%
Health care and social assistance	12.3%	15.0%	13.7%
Arts, entertainment, and recreation, and accommodation and food services	6.9%	6.5%	7.2%
Other services, except public administration	7.7%	5.4%	4.2%
Public administration	7.8%	5.0%	4.4%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

The industry data included in the ACS is sometimes mirrored by the data tabulated in the Quarterly Census of Employment and Wages (QCEW) found in Table 13, but the latter is based on data from surveys administered by the U.S. Department of Labor’s Bureau of Labor Statistics that is analyzed by the N.J. Department of Labor and Workforce Development. In addition, the surveys used to obtain the data in each table have different methodologies. This accounts for the variation in the measurement of the employed population percentage by industry sector.

**Table 13: Quarterly Census of Employment and Wages, 2023**

Sector	%, Employed Population	%, Aggregate Wages	Average Annual Income
LOCAL GOVT TOTALS	40.9%	50.3%	\$70,637
LOCAL GOVT EDUCATION	27.5%	29.1%	\$60,742
Retail Trade	31.5%	20.6%	\$37,507

*Source: N.J. Department of Labor and Workforce Development, QCEW*

## ANALYSIS OF HOUSING STOCK

Pohatcong is mainly a community of homeowners, with 87% of housing units owner-occupied, and rental units accounting for the remaining 13% of units. This breakdown departs from similar data for the county and state as shown in Table 14.

**Table 14: Tenure**

Tenure	Pohatcong	Warren County	New Jersey
Owner-Occupied	87.0%	74.3%	63.7%
Renter-Occupied	13.0%	25.7%	36.3%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

According to Table 15, the housing stock reports a 5.6% vacancy rate. This places Pohatcong above its peers in Warren County, where the rate is 3.7%. Pohatcong's rate is less than New Jersey's rate of 7.9%.

**Table 15: Occupancy Status**

Occupancy Status	Pohatcong	Warren County	New Jersey
Occupied	94.4%	96.3%	92.1%
Vacant	5.6%	3.7%	7.9%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

The strength of the housing market is evident when considering the housing unit count for a town the size of Pohatcong. While 40.9% of the vacant units in Pohatcong are for rent, compared to just 12.2% for Warren County and 6.4% for New Jersey, as shown in Table 20, the breakdown of units tells a different story. Pohatcong only has 83 unoccupied units out of 1,470, or 5.6% as shown in Table 19 above. Of them, just 34 are for sale (40.9%). Likewise, the breakdown of units explains the seemingly large percentage of units vacant for other reasons (59.1%), which is nearly identical to the county (55.4%) and greatly higher than the state (27.1%). Just 49 unoccupied units are vacant for other reasons. Housing units vacant for other reasons can reflect economic distress. Since the vacancy rate is low to begin with, this is not a sign of widespread economic anguish. ACS data are estimates, so fluctuations occur, and this can be especially true when the sample is small, as illustrated above.

**Table 16: Vacancy Status**

Vacancy Status	Pohatcong	Warren County	New Jersey
For rent	0.0%	12.5%	16.0%
Rented, not occupied	0.0%	4.2%	2.7%
For sale only	40.9%	12.2%	6.4%
Sold, not occupied	0.0%	6.9%	4.1%
For seasonal, recreational, or occasional use	0.0%	8.0%	43.7%
Other vacant	59.1%	55.4%	27.1%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Housing in Pohatcong Township is comprised almost entirely of single-family residences according to Table 17. To be precise, 87.3% of homes are detached one-family residences, with an additional 7.1% attached. The combined figure of 94.5% for single-family houses is greater than the 79.6% figure for Warren County and much higher than the 62.7% figure for the Garden State. Those looking for homes that are not one-family have few options. Two-family residences account for 3.6% of homes, while a mere 1.4% are in buildings with 3 or 4 dwelling units. Approximately 0.5% of housing is in buildings with higher unit per structure densities, and only in the category of 10 to 19 units. In raw numbers, this is the equivalent of seven out of 1,470 units. To put these numbers in context, 21.7% of the housing stock statewide is in multifamily buildings, which are typically defined as containing five units or more. While the rate for Warren is lower at 12.1%, that statistic is also well above the rate for the Township. Mobile homes and boats, RVs, vans, etc., are non-existent in the Township according to the ACS.

**Table 17: Units in Structure**

Housing Type	Pohatcong	Warren County	New Jersey
1-unit, detached	87.3%	68.5%	52.7%
1-unit, attached	7.1%	11.1%	10.0%
2 units	3.6%	4.4%	8.6%
3 or 4 units	1.4%	2.8%	6.1%
5 to 9 units	0.0%	3.9%	4.7%
10 to 19 units	0.5%	3.6%	4.9%
20 to 49 units	0.0%	1.8%	4.2%
50 or more units	0.0%	2.8%	7.9%
Mobile home	0.0%	1.0%	0.9%
Boat, RV, van, etc.	0.0%	0.0%	0.0%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

At a rate of 91.1%, nearly all owners in Pohatcong occupy single-family detached homes, compared to 83.7% for the county and 77.1% for the state. The other 8.9% of owners occupy single-family attached, two-unit, or 3- or 4-unit structures. These categories at the top of Table 18 are also where most owners live in the county and state, but the wider areas also report owners living in structures with higher densities.

Renting occurs in similar structure types. About 56.4% of renting occurs in single-family detached homes, which is double the county's rate of 24.2% and significantly more than the state's rate of 11.7%. The next most popular rental structures are those with 2 units, single-family attached homes, those with 3 or 4 units, and those with 10 to 19 units.

**Table 18: Tenure by Units in Structure**

Housing Type	Pohatcong		Warren County		New Jersey	
	Owner-Occupied	Renter-Occupied	Owner-Occupied	Renter-Occupied	Owner-Occupied	Renter-Occupied
1-unit, detached	91.1%	56.4%	83.7%	24.2%	77.1%	11.7%
1-unit, attached	7.5%	8.3%	11.6%	9.9%	10.2%	8.4%
2 units	0.7%	24.3%	0.8%	14.6%	4.6%	15.5%
3 or 4 units	0.7%	7.2%	0.7%	9.0%	1.7%	13.8%
5 to 9 units	0.0%	0.0%	1.3%	12.1%	1.4%	10.6%
10 to 19 units	0.0%	3.9%	0.6%	12.2%	1.2%	11.4%
20 to 49 units	0.0%	0.0%	0.2%	6.9%	1.0%	9.7%
50 or more units	0.0%	0.0%	0.1%	10.5%	1.8%	18.4%
Mobile home	0.0%	0.0%	0.9%	0.6%	1.1%	0.4%
Boat, RV, van, etc.	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

As mentioned above, most of Pohatcong’s population growth occurred between 1940 and 1970 and declined thereafter. This history is reflected in Census Bureau data reproduced in Table 19, which indicates that 49.5% of Pohatcong’s housing stock was built over the same period. Housing construction experienced a sharp decline in the 1970s and slowed thereafter.

**Table 19: Year Structure Built**

Year Structure Built	Pohatcong	Warren County	New Jersey
Built 2020 or later	3.7%	0.3%	0.6%
Built 2010 to 2019	3.3%	3.1%	5.8%
Built 2000 to 2009	3.6%	11.1%	9.1%
Built 1990 to 1999	3.0%	12.8%	9.1%
Built 1980 to 1989	5.4%	12.2%	11.9%
Built 1970 to 1979	8.6%	13.5%	12.4%
Built 1960 to 1969	18.6%	9.6%	13.0%
Built 1950 to 1959	18.8%	9.4%	14.1%
Built 1940 to 1949	12.0%	5.4%	6.7%
Built 1939 or earlier	22.9%	22.6%	17.5%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

The housing stock is suited for a variety of households according to the data in Table 20. Homes with three or more bedrooms account for most of Pohatcong’s housing. Units with three bedrooms are the most numerous in Pohatcong and make up 47.6% of the housing stock. These unit types are more plentiful than the county (36.6%) and the state (31.8%). Units with four bedrooms are also plentiful in the Township at a 26.5% share of the stock, which compares to 23.9% for the county and 19.7% for the state. Units with

two bedrooms represent 21.6% of the stock, a figure which nearly matches the county (22%) and state (25.5%) data. Approximately 3.7% of housing units in the Township have at least five bedrooms, which is below the county and state rates of 4% and 5.9%, respectively. At the other end of the table, one-bedroom homes account for 2.3% of inventory, which is much lower than the county and state shares of 11.9% and 14.2%, respectively.

**Table 20: Number of Bedrooms, Housing Stock**

Total Bedrooms	Pohatcong	Warren County	New Jersey
No bedroom	0.6%	1.6%	3.0%
1 bedroom	2.3%	11.9%	14.2%
2 bedrooms	19.9%	22.0%	25.5%
3 bedrooms	47.6%	36.6%	31.8%
4 bedrooms	26.5%	23.9%	19.7%
5 or more bedrooms	3.7%	4.0%	5.9%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

When accounting for the total number of rooms per unit, Table 21 illustrates that homes in Pohatcong have a variety of offerings above the threshold of four or more rooms, which accounts for 99% of Pohatcong’s housing stock. This is above the values for Warren County (90.1%) and New Jersey (84%). Taking a closer look, around half of the stock is comprised of 5- and 6-bedroom thresholds, with each level having nearly the same share of units. Examining the largest category reveals a contrast with the rest of the county as only 12.4% of homes in Pohatcong have 9 rooms or more, compared to 16.8% for the county and 15.2% for the state. The data also reveal that the median number of rooms per unit aligns more closely when comparing the Township to the larger regions. The median number of rooms per unit is 6 for Pohatcong Township, 6.3 for Warren County, and 5.7 for New Jersey.

**Table 21: Total Rooms**

Total Number of Rooms per Housing Unit	Pohatcong	Warren County	New Jersey
1 room	0.0%	1.4%	2.7%
2 rooms	0.0%	1.6%	3.0%
3 rooms	1.0%	6.9%	10.5%
4 rooms	5.5%	11.7%	15.2%
5 rooms	26.4%	14.2%	15.8%
6 rooms	31.2%	17.4%	15.4%
7 rooms	13.6%	15.5%	12.0%
8 rooms	9.9%	14.5%	10.4%
9 rooms or more	12.4%	16.8%	15.2%
<b>Median Number of Rooms</b>	<b>6</b>	<b>6.3</b>	<b>5.7</b>

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Pohatcong’s prosperity can also be discerned in the housing quality data from the ACS (Table 22). This is most apparent in the metric for overcrowding. The survey found that 99.4% of housing units had an occupants per room ratio of one or less. Given the bedroom and total rooms data, this is not surprising. Relatively few homes in Pohatcong lack essential facilities. Most homes use fuel oil or kerosene or natural gas or for heating, while 5.8% use electricity and 5.1% use bottled, tank, or liquid petroleum gas. A small number of homes, 1.1%, are heated by wood, while 0.7% are heated by the sun.

**Table 22: Housing Quality Indicators**

Home Heating Fuel	Pohatcong	Warren County	New Jersey
Utility gas	16.7%	49.9%	73.3%
Bottled, tank, or LP gas	5.1%	4.2%	2.5%
Electricity	5.8%	11.9%	15.6%
Fuel oil, kerosene, etc.	70.7%	29.9%	6.8%
Coal or coke	0.0%	0.2%	0.0%
Wood	1.1%	2.2%	0.3%
Solar energy	0.7%	0.0%	0.2%
Other fuel	0.0%	1.1%	0.5%
No fuel used	0.0%	0.5%	0.8%
<b>Lacking Facilities</b>			
Lacking complete plumbing facilities	0.0%	0.1%	0.3%
Lacking complete kitchen facilities	0.0%	0.5%	0.8%
No telephone service available	2.6%	0.7%	0.9%
<b>Occupants Per Room</b>			
1.00 or less	99.4%	98.8%	96.3%
1.01 to 1.50	0.6%	0.8%	2.4%
1.51 or more	0.0%	0.4%	1.3%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

## **ANALYSIS OF HOUSING AFFORDABILITY**

As shown in Table 23, 64.7% of Pohatcong homeowners have a mortgage while 35.3% do not. The data are nearly identical for the county and state.

**Table 23: Mortgage Status**

Mortgage Status	Pohatcong	Warren County	New Jersey
With a mortgage	64.7%	65.9%	64.4%
Without a mortgage	35.3%	34.1%	35.6%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Pohatcong homes tend to carry lower values than their peers in Warren County and New Jersey (Table 24). Approximately 94.2% of the homes in Pohatcong are worth less than \$499,999, which is higher than the rate of the rest of the county (86%) and state (61.8%). Only 5.8% of homes in Pohatcong have a value over \$500,000, and 2.2% are in the range that is greater than \$750,000. Warren County doubles the number of homes over \$500,000, at a rate of 14%. New Jersey trounces both locales at a rate of 38.2%. Looking at median home values, Pohatcong measures \$256,000 compared to \$323,100 for the county and \$427,600 for the state.

**Table 24: Home Values**

Home Value	Pohatcong	Warren County	New Jersey
Less than \$100,000	7.8%	4.9%	4.4%
\$100,000 to \$299,999	65.6%	39.6%	23.6%
\$300,000 to \$499,999	20.8%	41.5%	33.8%
\$500,000 to \$749,999	3.6%	12.1%	23.0%
\$750,000 to \$999,999	0.8%	1.4%	8.6%
\$1,000,000 or more	1.4%	0.5%	6.6%
<b>Median Home Value</b>	<b>\$256,000</b>	<b>\$323,100</b>	<b>\$427,600</b>

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Data from the Division of Taxation of the New Jersey Department of Treasury in Table 25 generally supports the home values reported to the Census. In the last three years, the annual average sales prices have outstripped the median value of \$256,000, as reported in Table 24 above. If anything, the price of homes sold has maintained a marked increase over the years before 2020, fueled in part by pandemic-related changes to the housing market.

**Table 25: Home Sales**

Year	Pohatcong		Warren County	
	Total Sales	Average Sales Price	Total Sales	Average Sales Price
2015	19	\$177,732	697	\$244,676
2016	20	\$200,450	799	\$248,850
2017	28	\$187,950	912	\$249,749
2018	26	\$196,694	964	\$250,486
2019	28	\$178,280	961	\$256,286
2020	22	\$238,514	1,093	\$256,119
2021	28	\$214,443	1,498	\$283,831
2022	32	\$256,286	1,377	\$317,263
2023	32	\$282,199	960	\$350,213
2024	35	\$299,440	879	\$387,028

*Source: N.J. Department of Treasury, Division of Taxation*

The spike in home values has not caused residential tax assessments to change significantly as shown in Table 26. Since 2016, the average assessment has actually decreased by \$4,234, from \$176,255 to \$172,021. This is in part due to an eight percent reduction in the number of lots. Warren County also did not experience significant changes over the same period. In fact, the average assessment declined by \$103.

**Table 26: Residential Tax Assessments**

Year	Pohatcong		Warren County	
	Total Lots	Average Assessment	Total Lots	Average Assessment
2016	1339	\$176,255	36,508	\$220,319
2020	1336	\$176,038	36,676	\$219,729
2024	1242	\$172,021	34,865	\$220,216

*N.J. Department of Treasury, Division of Taxation*

Given the rise in home values, the cost of housing may become of increasing concern in the years to come. Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume less than 30% of a household’s income. If a household spends more than 30% of its income on housing, it is considered cost burdened. ACS data in Table 27 show that 18.5% of all Pohatcong households spend 30% or more of their income on housing. This is much less than the figure of 30.2% for the county, and 35.8% for the state. Only a few households report zero or negative income or no cash rent, which is similar to data from the county and state.

**Table 27: Burden of Housing Costs, All Households**

Housing Costs as % of Household Income	Pohatcong	Warren County	New Jersey
Less than 20% of Household Income	53.6%	43.4%	39.4%
20 to 29% of Household Income	24.1%	24.3%	22.9%
30% or more of Household Income	18.5%	30.2%	35.8%
Zero or negative income	1.2%	0.8%	1.1%
No cash rent	2.6%	1.3%	1.1%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

The high income earned by Pohatcong’s owner-occupied households likely provides a buffer when bearing the cost of housing, as 14.8% must set aside at least 30% of their income to pay for housing, which is less than the respective percentages for the county and state, 25.3% and 28.6%. Table 28 also shows that 59.6% of homeowners spend less than 20% of their household income on housing, which is above the respective percentages for the county and state of 49% and 48.1%. The rate for the category of homeowners that expend between 20% and 29% of their household income on housing is consistent with data for the county and state.

**Table 28: Burden of Housing Costs, Owner-Occupied Housing**

Housing Costs as % of Household Income	Pohatcong	Warren County	New Jersey
Less than 20% of Household Income	59.6%	49.0%	48.1%
20 to 29% of Household Income	25.6%	25.2%	22.7%
30% or more of Household Income	14.8%	25.3%	28.6%
Zero or negative income	0.0%	0.4%	0.6%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

In terms of monthly costs, 8.5% of households with a mortgage pay \$3,000 or more on housing according to Table 29. This is well below the comparable rates for Warren County, 25.2%, and for New Jersey, 42.7%. In Pohatcong, the median monthly housing cost is \$2,071. Steep housing costs are a deeply concerning issue for the entire state of New Jersey, where the median monthly cost for homeowners with a mortgage is \$2,787. More locally, the median monthly cost in Warren County is negligibly higher at \$2,306.

**Table 29: Monthly Costs, Homeowners with a Mortgage**

Monthly Owner Costs	Pohatcong	Warren County	New Jersey
Less than \$500	2.1%	0.6%	0.4%
\$500 to \$999	8.5%	2.6%	1.8%
\$1,000 to \$1,499	15.0%	13.3%	6.6%
\$1,500 to \$1,999	22.7%	20.5%	13.7%
\$2,000 to \$2,499	12.7%	21.2%	17.7%
\$2,500 to \$2,999	30.6%	16.6%	17.0%
\$3,000 or more	8.5%	25.2%	42.7%
<b>Median Monthly Housing Cost</b>	<b>\$2,071</b>	<b>\$2,306</b>	<b>\$2,787</b>

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Table 30 supports the premise that monthly housing costs are necessarily lower for those households without a mortgage. In total, 42.3% of households without a mortgage spend \$1,000 or more on housing. These expenditures go towards taxes, insurance payments, utilities, and other fees. In comparison, 54.2% of households without a mortgage in Warren County spend more than \$1,000. Approximately 30.3% of said Pohatcong households spend between \$800 and \$999 on housing while 27.5% spend under \$800. The latter figure is in line with Warren County, which has a ratio of 25.3%.

**Table 30: Monthly Costs, Homeowners without a Mortgage**

Monthly Housing Costs	Pohatcong	Warren County	New Jersey
Less than \$250	3.5%	1.5%	1.9%
\$250 to \$399	2.1%	1.8%	2.6%
\$400 to \$599	6.6%	8.6%	5.0%
\$600 to \$799	15.3%	13.4%	8.8%
\$800 to \$999	30.3%	20.5%	14.6%

Monthly Housing Costs	Pohatcong	Warren County	New Jersey
\$1,000 or more	42.3%	54.2%	67.1%
<b>Median Monthly Housing Costs</b>	<b>923</b>	<b>\$1,038</b>	<b>\$1,205</b>

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

Housing costs put an even greater strain on renters in New Jersey, where 48.3% of renting households are cost-burdened according to Table 31. Of the renting households in Pohatcong Township, 43.1% spend more than 30% of their income on housing, which is slightly lower than Warren County’s rate of 44.3%. Approximately 13.8% of renters spend less than 20% of their household income on housing costs, which is well below both the county and state, as each has a share around 25%. The number of renters spending between 20 and 29% of household income on housing costs is 14.4%, which is much less than the county and state rates of 21.8% and 23.1%, respectively.

**Table 31: Burden of Housing Costs, Renter-Occupied Housing**

Housing Costs as % of Household Income	Pohatcong	Warren County	New Jersey
Less than 20% of Household Income	13.8%	27.0%	23.8%
20 to 29% of Household Income	14.4%	21.8%	23.1%
30% or more of Household Income	43.1%	44.3%	48.3%
Zero or negative income	8.8%	2.0%	1.9%
No cash rent	19.9%	4.9%	2.9%

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

As shown in Table 32, Pohatcong’s median rent of \$1,724 is higher than both Warren County’s and New Jersey’s median rent of \$1,368 and \$1,653, respectively. About one in five households spends more than \$3,000 on gross rent. This is sharply higher than the county’s rate of 1.5% and the state’s rate of 7.6%. A small number of renting households, or 3.4%, spends between \$2,000 to \$2,499 per month on housing, compared to 11.5% countywide, and 15.9% statewide. At the middle of the scale, the data reveal that 46.9% of households spend between \$1,500 and \$1,999 on gross rent, compared to 24.2% countywide, and 28.5% statewide. At the lower end of the scale, 29% of households have a gross rent of less than \$1,500. In contrast, 60.9% of households in Warren County and 41.3% in New Jersey have a gross rent under \$1,500.

**Table 32: Gross Rent**

Gross Rent	Pohatcong	Warren County	New Jersey
Less than \$500	0.0%	8.3%	6.3%
\$500 to \$999	0.0%	14.8%	8.7%
\$1,000 to \$1,499	29.0%	37.8%	26.3%
\$1,500 to \$1,999	46.9%	24.2%	28.5%
\$2,000 to \$2,499	3.4%	11.5%	15.9%
\$2,500 to \$2,999	0.0%	2.0%	6.7%
\$3,000 or more	20.7%	1.5%	7.6%
<b>Median Rent</b>	<b>\$1,724</b>	<b>\$1,368</b>	<b>\$1,653</b>

*Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates*

## ANALYSIS OF CONSTRUCTION ACTIVITY & TRENDS

According to Table 33, government officials issued just twelve permits for new housing between 2013 and 2022, or an average of approximately one permit per year. Meanwhile, an average of 146 permits were issued over the same period countywide. But there was a significant uptick in residential development in 2023, as government officials issued 123 permits in the municipality, compared to just 296 for Warren County. Housing production statewide, however, appears to be accelerating. Since 2018, the number of new homes permitted annually in New Jersey has exceeded the 2013-2023 yearly average in five of six years, reaching a peak in 2022, when 31,792 homes were permitted. It is important to note, though, that permits slowed in 2023, when only 21,682 permits were issued.

**Table 33: Housing Permits Issued Annually, 2013-2023**

Year	Pohatcong	Warren County	New Jersey
2013	0	119	18,795
2014	1	70	22,896
2015	1	85	19,503
2016	0	160	24,170
2017	1	98	25,961
2018	1	151	26,048
2019	2	210	30,770
2020	0	157	26,680
2021	1	108	30,044
2022	5	298	31,792
2023	123	296	21,682
<b>Annual Avg.</b>	<b>12.3</b>	<b>159.3</b>	<b>25,304</b>

*Source: N.J. Department of Community Affairs, Division of Codes and Standards*

Prior to 2023, the construction officials only issued permits for 1-family and 2-family residences in Pohatcong. In 2023, this trend changed when 120 permits were issued for a development containing multifamily dwellings. No permits for mixed-use development were issued from 2013 to 2023. Except for 2023, the data for Pohatcong deviates sharply from regional and state-level building patterns, where development of all kinds occurs nearly every year, as demonstrated in Table 34.

**Table 34: Share of Housing Permits Issued by Type, 2013-2023**

Year	Pohatcong			Warren County			New Jersey		
	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use
2013	0.0%	0.0%	0.0%	97.5%	1.7%	0.8%	51.4%	47.9%	0.7%
2014	100.0%	0.0%	0.0%	98.6%	0.0%	1.4%	46.6%	52.0%	1.3%
2015	100.0%	0.0%	0.0%	70.6%	28.2%	1.2%	48.6%	51.2%	0.2%
2016	0.0%	0.0%	0.0%	31.9%	67.5%	0.6%	36.8%	63.0%	0.3%
2017	100.0%	0.0%	0.0%	51.0%	49.0%	0.0%	35.4%	62.2%	2.4%

Year	Pohatcong			Warren County			New Jersey		
	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use
2018	100.0%	0.0%	0.0%	66.2%	33.8%	0.0%	34.7%	64.5%	0.8%
2019	100.0%	0.0%	0.0%	39.0%	59.5%	1.4%	29.1%	70.7%	0.2%
2020	0.0%	0.0%	0.0%	45.2%	53.5%	1.3%	32.5%	67.3%	0.2%
2021	100.0%	0.0%	0.0%	99.1%	0.0%	0.9%	34.9%	64.8%	0.3%
2022	100.0%	0.0%	0.0%	35.2%	64.1%	0.7%	28.8%	68.9%	2.3%
2023	2.4%	97.6%	0.0%	59.5%	40.5%	0.0%	44.1%	53.2%	2.7%
<b>Annual Average</b>	<b>11.1%</b>	<b>88.9%</b>	<b>0.0%</b>	<b>56.3%</b>	<b>43.0%</b>	<b>0.7%</b>	<b>37.3%</b>	<b>61.7%</b>	<b>1.0%</b>

*Source: N.J. Department of Community Affairs, Division of Codes and Standards*

The available data in Table 35 indicates that for the years in which residential certificates of occupancy were issued, they were entirely for 1- and 2-family dwellings. (Note that certificates of occupancy for the aforementioned multi-family dwellings began to be issued in 2024.) Countywide, 61.8% of certificates of occupancy were for 1- and 2-family homes while 42.5% were issued for 1- and 2-family at the state level. Multifamily housing accounted for 37.7% and 56.8% of the residential certificates of occupancy for the county and state, respectively. Mixed-use development does not account for any certificates of occupancy issued in the township.

**Table 35: Certificates of Occupancy, Residential, 2013-2023**

Year	Pohatcong			Warren County			New Jersey		
	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use	1-2 Units	Multi-family	Mixed-Use
2013	100.0%	0.0%	0.0%	99.0%	1.0%	0.0%	57.4%	42.3%	0.3%
2014	0.0%	0.0%	0.0%	75.7%	24.3%	0.0%	61.5%	38.0%	0.4%
2015	100.0%	0.0%	0.0%	93.2%	3.4%	3.4%	54.0%	45.5%	0.5%
2016	0.0%	0.0%	0.0%	90.3%	8.1%	1.6%	52.7%	47.1%	0.3%
2017	0.0%	0.0%	0.0%	37.3%	62.7%	0.0%	44.9%	53.5%	1.5%
2018	100.0%	0.0%	0.0%	74.5%	25.5%	0.0%	41.4%	56.9%	1.7%
2019	0.0%	0.0%	0.0%	63.2%	35.9%	0.9%	31.6%	66.1%	2.3%
2020	0.0%	0.0%	0.0%	37.7%	61.8%	0.5%	36.8%	62.8%	0.3%
2021	100.0%	0.0%	0.0%	20.8%	78.8%	0.5%	27.3%	72.6%	0.1%
2022	100.0%	0.0%	0.0%	100.0%	0.0%	0.0%	32.7%	66.8%	0.4%
2023	100.0%	0.0%	0.0%	68.1%	31.9%	0.0%	37.6%	62.3%	0.1%
<b>Annual Average</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>61.8%</b>	<b>37.7%</b>	<b>0.5%</b>	<b>42.5%</b>	<b>56.8%</b>	<b>0.7%</b>

*Source: N.J. Department of Community Affairs, Division of Codes and Standards*

Table 36 contains the data for demolition permits for houses issued since 2013. Construction officials have approved an average of one demolition permit per year over that period, compared to 22 for the county and 4,679 for the state.

**Table 36: Demolition Permits, 2013-2023**

Year	Pohatcong	Warren County	New Jersey
2013	0	32	7,295
2014	2	19	5,232
2015	2	22	5,651
2016	1	27	5,457
2017	0	23	4,715
2018	0	11	4,252
2019	3	25	4,090
2020	1	15	3,599
2021	0	20	4,002
2022	0	21	3,837
2023	2	29	3,335
<b>Annual Avg.</b>	<b>1</b>	<b>22</b>	<b>4,679</b>

*Source: N.J. Department of Community Affairs, Division of Codes and Standards*

Compared to Warren County and the rest of the state, permits were issued for the construction of a small amount of office space in Pohatcong Township, which is classified as either “new” or “addition,” since 2004. As shown in Table 37, just four years have registered any office growth, combining for a total of 8,285 square feet. Permits for retail space, which is also classified as either “new” or “addition,” have been issued more frequently and in much greater quantities. Specifically, construction officials have issued permits for approximately 295,000 square feet over the period, including 61,400 square feet in 2007, 208,255 square feet in 2010, and 18,977 square feet in 2017.

**Table 37: Nonresidential Construction, Office and Retail, 2004-2023**

Year	Pohatcong		Warren County		New Jersey	
	Office (SF)	Retail (SF)	Office (SF)	Retail (SF)	Office (SF)	Retail (SF)
2004	0	0	234,943	161,345	12,219,068	4,911,257
2005	400	0	66,570	190,572	11,038,132	5,965,258
2006	0	0	107,775	42,577	11,113,555	5,186,662
2007	0	61,400	129,264	116,543	9,569,501	5,423,889
2008	6,120	0	71,339	6,419	7,962,998	5,557,101
2009	0	0	9,683	61	4,253,888	2,248,935
2010	1,607	208,255	25,394	224,381	5,496,579	2,192,231
2011	0	5,589	31,870	21,890	4,915,544	1,680,445
2012	0	0	21,050	25,750	7,395,704	2,088,658
2013	0	0	12,141	1,930	5,830,508	2,240,758

Year	Pohatcong		Warren County		New Jersey	
	Office (SF)	Retail (SF)	Office (SF)	Retail (SF)	Office (SF)	Retail (SF)
2014	0	0	16,249	7,205	5,426,729	3,536,522
2015	0	0	162,906	17,119	5,751,737	3,544,141
2016	0	0	84,378	9,778	7,183,084	2,913,461
2017	0	18,987	55,060	28,534	6,826,372	2,153,638
2018	0	438	10,178	22,442	5,316,607	3,122,448
2019	0	1	8,471	6,847	5,724,671	1,286,733
2020	0	0	10,300	23,044	5,525,377	2,023,918
2021	0	51	74,578	3,163	5,074,155	786,303
2022	0	364	19	655	7,716,195	622,440
2023	158	165	10,267	165	6,406,348	1,257,019
<b>20-Year Avg.</b>	<b>414</b>	<b>14,763</b>	<b>57,122</b>	<b>45,521</b>	<b>7,037,338</b>	<b>2,937,091</b>

Source: N.J. Department of Community Affairs, Division of Codes and Standards

## PLANNING PROJECTIONS

Warren County is served by the North Jersey Transportation Planning Authority (NJTPA), one of New Jersey's three metropolitan planning organizations. NJTPA makes demographic forecasts to help anticipate the long-range planning needs of the North Jersey portion of the New York metropolitan area. The organization forecasts that Pohatcong will have a population growth rate of 0.3% for the period of 2015 to 2050, which is in between the projected growth rates of 0.2% for the county and 0.4% for the state, as shown in Table 38. Pohatcong's projected household growth rate is 0.5%, which equals the rate for New Jersey, and is slightly higher than the rate for Warren County. As forecasted, Pohatcong would have 3,658 residents and 1,567 households by 2050. The growth rate for employment in Pohatcong is projected to be 0.7%, which is higher than the rate for Warren County (0.3%) and New Jersey (0.4%).

**Table 38: Long-term Population, Household and Employment Forecasts**

Metric	Pohatcong	Warren County	New Jersey
Population, 2015	3,305	107,226	6,688,013
Population, 2050	3,658	115,320	7,743,120
<i>Annualized % Population Change 2015-2050</i>	<i>0.3%</i>	<i>0.2%</i>	<i>0.4%</i>
Households, 2015	1,310	41,549	2,444,799
Households, 2050	1,567	47,254	2,868,943
<i>Annualized % Household Change 2015-2050</i>	<i>0.5%</i>	<i>0.4%</i>	<i>0.5%</i>
Employment, 2015	406	35,247	2,910,458
Employment, 2050	524	39,410	3,375,651
<i>Annualized % Employment Change 2015-2050</i>	<i>0.7%</i>	<i>0.3%</i>	<i>0.4%</i>

Source: NJTPA Current Board Approved Forecasts 9/13/2021

## **Appendix 3**

## AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** (“Agreement”) is made and entered into as of the 19<sup>th</sup> day of November, 2024 by and between the **TOWNSHIP OF POHATCONG**, a municipal corporation in the County of Warren and State of New Jersey, having an address of 50 Municipal Drive, Pohatcong, New Jersey, 08865 (the “Township”), and **INGERMAN DEVELOPMENT COMPANY, LLC**, a New Jersey limited liability company, with an address at 5 Powell Lane, Collingswood, New Jersey 08108 (“Ingerman”).

### RECITALS:

**WHEREAS**, Ingerman is the contract purchaser of certain property and improvements in the Township of Pohatcong, County of Warren, State of New Jersey, known and designated as a portion of that parcel of land within the Township on a site designated as Block 38, Lot 1, on the official tax map of the Township, a 12.46 acre property with a physical address of 1220 South Main Street, Pohatcong Township (the “Property”), as more thoroughly described on **Exhibit A** attached hereto; and

**WHEREAS**, the Township entered into a settlement agreement with the Fair Share Housing Center (“FSHC”) on March 14, 2018 (the “Settlement Agreement”), in which Pohatcong agreed to its Mount Laurel affordable housing obligations for the Prior and Third Rounds, that included the development of a 60-unit municipally sponsored affordable housing project (the “Original Project”) at the Property to be constructed and operated by Ingerman or an Ingerman related entity; and

**WHEREAS**, the Township amended its settlement agreement with FSHC to include the Original Project on August 22, 2022; and

**WHEREAS**, the designated New Jersey Superior Court judge appointed to hear affordable housing cases for municipalities in Hunterdon County (“Court”) entered a Post Judgment Consent Order to approve an increase in the total number of units on the Site from sixty (60) to ninety-six (96) (the “Amended Project”) on July 10, 2023; and

**WHEREAS**, the Court further entered a Post Judgment Consent Order to permit the Amended Project to be constructed in two phases, each consisting of forty-eight (48) units on December 15, 2023; and

**WHEREAS**, Ingerman intends to develop forty-eight (48) affordable housing units, including very low-, low- and moderate- income units, together with such other improvements as may be necessary such as leasing offices, community meeting space, parking, landscaping, curbing, and paving (the “Project”) on a site to be designated as a portion of Block 38, Lot 1 consisting of a land condominium unit on the official tax map of the Township (the “Site”); and

**WHEREAS**, in connection with its ongoing efforts to satisfy the obligations of New Jersey’s Fair Housing Act and the judicial requirements of the Mount Laurel Doctrine, which are

currently under the jurisdiction of Superior Court of Warren County in furtherance of the decision of the New Jersey Supreme Court known as In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, the Township has deemed it appropriate to take certain actions in support of the Project as further described herein;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Agreement are defined in this Section or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

- (a) "Agreement" shall mean this Affordable Housing Agreement;
- (b) "Amended Project" shall mean a 96-unit municipally sponsored affordable housing project;
- (c) "Court" shall mean the designated New Jersey Superior Court judge appointed to hear affordable housing cases for municipalities in Hunterdon County;
- (d) "Event of Default" shall have the meaning set forth in Section 7.1 of this Agreement;
- (e) "Forced Delay" shall mean delay or delays due to: war; insurrection; strikes; riots; floods; earthquakes; acts of God; fires; casualties; pandemics, epidemics, public health emergencies, governmental restrictions; litigation; acts or failures to act of any public or governmental agency or entity not attributable solely to Ingerman or affiliates of Ingerman; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform;
- (f) "NJHMFA" shall mean the New Jersey Housing and Mortgage Finance Agency;
- (g) "Original Project" shall mean a 60-unit municipally sponsored affordable housing project;
- (h) "Plans and Specifications" shall mean those plans and specifications that will be developed for the construction of the Project as they may be amended from time to time and as approved by the Township construction official;

(i) "Project" shall mean the construction of forty-eight (48) affordable housing units, including very low-, low- and moderate- income units, together with such other improvements as may be necessary such as leasing offices, community meeting space, parking, landscaping, curbing, and paving on the Site;

(j) "Site" shall mean a portion of Block 38, Lot 1 consisting of a land condominium unit on the official tax map of the Township;

(k) "Tax Credits" shall have the meaning set forth in Section 4.3 of this Agreement; and

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of Ingerman. Ingerman represents and covenants that: (a) it is a duly organized and validly existing limited liability company under the laws of the State of New Jersey; (b) to the best of Ingerman's knowledge, it is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Project which would impair its ability to carry out its obligations under this Agreement; (c) it is empowered to enter into the transactions contemplated by this Agreement; (d) it has duly authorized the execution, delivery, and performance of this Agreement; (e) there is no litigation or proceeding pending, or to the knowledge of Ingerman threatened, against Ingerman or any other person affecting in any material manner whatsoever the right of Ingerman to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (f) when executed by duly authorized officers of its managing member, this Agreement will be binding upon Ingerman and enforceable in accordance with its terms; and (g) it intends to enter into a redevelopment agreement and construction contract in connection with the construction and development of the Project, and that the construction and development of the Project shall be at the sole cost and expense of Ingerman through its own equity, loan proceeds, proceeds from the sale of low income housing tax credits, and such other sources as may be deemed necessary by Ingerman.

Section 2.2. Representations and Covenants of the Township. The Township represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Township threatened, against the Township or any other person affecting in any material manner whatsoever the right of the Township to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (d) it will cooperate in responding to reasonable requests for action in a prompt and timely manner in order to assist Ingerman in meeting its completion deadlines with respect to application for, and compliance with, the federal low-income housing tax credits for the Project.

## ARTICLE III

### ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN, AMENDED SETTLEMENT AGREEMENT AND ZONING

#### Section 3.1 Adoption of Housing Element and Fair Share Plan and Amended Settlement Agreement and Consent Orders; Submission to Court

In connection with the judicial rules established for the determination of New Jersey municipalities' "Round 3" affordable housing obligations under the Fair Housing Act, the "Mount Laurel" line of cases and In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, the Township included the Original Project in its Housing Element, Fair Share Plan (the "Plan"), dated September 26, 2022, and transmitted the Plan to the Court. The Plan was submitted in accordance with the deadlines set by the Court. The Township amended its settlement agreement with FSHC to include the Original Project on August 22, 2022. The Court also entered a Post Judgment Consent Order to approve an increase in the total number of units on the Site from sixty (60) to ninety-six (96) on July 10, 2023. The Court further entered a Post Judgment Consent Order to permit the Amended Project to be constructed in two phases, each consisting of forty-eight (48) units on December 15, 2023.

Section 3.2 Affordable Housing Requirements. Developer shall satisfy the 100% affordable housing obligation required in connection with the Project. Developer shall first apply for 4% tax credits and Affordable Housing Production Fund financing. The Township acknowledges that the Affordable Housing Production Fund is a finite source of funds awarded on a first come, first serve basis. In the event Developer does not receive the award of 4% tax credits and/or Affordable Housing Production Fund financing, Developer shall subsequently apply for 9% tax credits. The units within the Project shall be referred to herein as the Affordable Units. Further, the Affordable Units shall be subject to affordability controls of 45 years, consisting of a 30 year compliance period and a 15 year extended use period, via a deed of easement and restrictive covenant enforceable by HMFA and by future tenants, which shall be recorded by HMFA.

## ARTICLE IV

### OTHER TOWNSHIP RESPONSIBILITIES

#### Section 4.1. Redevelopment; PILOT; Development Approvals; Cost Generative Features.

(a) The Property is currently designated as a non-condemnation area in need of redevelopment pursuant to that certain Township Council Resolution dated August 16, 2022. As such, the Township further adopted a redevelopment plan dated November 7, 2023 (the "Redevelopment Plan") pursuant to the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "LRHL"), that allows for the development of the Site for an affordable development and the construction of the Project by Ordinance No. 23-17 on December 19, 2023.

(b) In connection with its support of the Project, the Township adopted a resolution of need on March 19, 2024 for the Project and a resolution on March 19, 2024 authorizing a 30-year payment in lieu of tax agreement ("PILOT") under the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "HMFA Law"), as may be extended by law, to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project's owner agrees to pay to the Township an annual charge for municipal services supplied to the Project.

(c) Section 14(b) of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., incorporates the need to eliminate unnecessary cost-generating features of the municipal ordinances impacting development. Accordingly, the Project shall receive relief from such standards that are not essential to protect the public welfare and to expedite or fast track municipal approvals/denials for the Project, as defined by relevant law, including but not limited to working with the Planning Board to schedule such special meetings as may be necessary to insure the Project receives such approvals as shall be required to timely apply for the Tax Credits and Affordable Housing Production Fund award.

Section 4.2. Municipal Contribution. The Township and Developer shall agree to the following financial structures to finance the Project, which shall include the PILOT and which may also include a contribution from the Township as set forth below. The Township shall, subject to the conditions set forth hereinafter, make a contribution (the "Fund and Fee Contribution") consisting of a combination of (1) funds from its Affordable Housing Trust Fund ("Trust Fund") if and to the extent that funds are then available in the Trust Fund, it being understood and agreed that any financial contribution from the Trust Fund is conditioned upon funds on hand by the Township and available for disbursement, and (2) where legally permitted, the reimbursement or forgiveness of any fees payable to the Township pursuant to Township ordinances, including but not limited to, application, escrow, permit and sewer connection fees ("Reimbursement or Forgiveness"), which Fund and Fee Contribution shall, subject to the limitations set forth herein, be a minimum of Six Hundred Thousand, but, in the event the Project requires additional funds and additional money is in the Trust Fund or additional Reimbursement or Forgiveness is available, such contribution may be up to a maximum of One Million Two Hundred Thousand Dollars (\$1,200,000.00). Collectively, the PILOT and Fund and Fee Contribution shall be referred to as the "Municipal Contribution". Said Municipal Contribution shall, subject to the limitations set forth herein, be made to the Developer at the closing of the permanent financing for the Developer, provided the conditions to disbursement set forth in Section 4.3, below, have been met.

Section 4.3. Conditions to Disbursement. The obligation of the Township to make a Municipal Contribution to the Developer (or a Permitted Transferee) shall be expressly conditioned upon the satisfaction of the following:

- (a) The Project shall have received all final, unappealable major site plan approvals required by the Township in connection with the development of the Project;
- (b) The Project shall have received all approvals required by the County of Warren (if any) in connection with the development of the Project, including, but not limited to, the Warren County Planning Board and the County Soil Conservation District;

(c) The Project shall have received all approvals required by the State of New Jersey or any department, agency or authority thereof, including, but not limited to the NJDEP, the New Jersey Department of Transportation, and the New Jersey Department of Community Affairs;

(d) The Project shall have received an allocation of federal low-income housing tax credits ("Tax Credits") from the NJHMFA;

(e) The Project shall have received a first mortgage loan commitment from the NJHMFA or other first mortgage lender;

(f) The Project shall have received funds from the Affordable Housing Production Fund, to the extent applicable;

(g) The Township shall have funds available in its Trust Fund as set forth in Section 4.2 above and such funds may permissibly be utilized by the Township for part of the Fund and Fee Contribution when made; and

(h) The amounts to be provided or credited to the Developer as Reimbursement or Forgiveness may permissibly be utilized for part of the Fund and Fee Contribution when made.

Section 4.4. Sale or Transfer. The Project shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Project. The Developer agrees that the Township shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Project if (a) the Developer is in material default under this Agreement or the Federal and State Regulations, and such default has continued beyond any applicable cure period; (b) the Township reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement or the Financing, Deed Restriction and Regulatory Agreement would be increased as a result of such sale or transfer; (c) the Township reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Project in a manner satisfactory to the Township, or has willfully violated affordability or management covenants with the Township or other public agencies; or (d) the Township reasonably believes that such sale or transfer will result in the loss of the Project's exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage.

Notwithstanding the foregoing, the Developer has the right to form one or more affiliated entities under common control with the Developer, including an urban renewal entity (each, a "Permitted Transferee"), to hold title or interest to the Project and/or the Property and develop, construct, maintain and/or operate the Project as contemplated hereunder and the Developer shall have the right to assign this Agreement in whole or in part to such Permitted Transferee, without the approval of the Township but upon written notice to the Township (a "Permitted Transfer"). In the event of a Permitted Transfer, the respective rights, duties and obligations of the Township shall not be diminished or modified as a result of the Developer's determination to make use of such Permitted Transferee and the Permitted Transferee shall become responsible for satisfaction of the Developer's duties and obligations hereunder and the Township shall look to such Permitted Transferee for performance of such duties and obligations.

Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the Developer's or a Permitted Transferee's managing member(s) for cause in accordance with operating agreement of the Developer or the Permitted Transferee (the "Operating Agreement") shall not require the consent of Township and shall not constitute a default under this Agreement. If the investor member of the Developer exercises its right to remove a member thereof under the Operating Agreement, the Township shall not unreasonably withhold its consent to any substitute managing member proposed by the investor member. In no event shall the Township's consent be required if the investor member or its affiliate decides to serve as the substitute managing member. Notwithstanding the foregoing, the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement, the Financing, Deed Restriction and Regulatory Agreement, and the Federal and State Regulations.

Notwithstanding anything to the contrary contained herein, the replacement of the Developer as a result of the foreclosure of the NJHMFA first mortgage or any other first mortgage lender (including the construction lender) shall not require the consent of the Township and shall not constitute a default under this Agreement, provided that, the replacement entity signs an assumption agreement that obligates it keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage (as applicable).

Section 4.5. Closing Costs. The Township shall not be liable for any closing costs (whether in-house or third party) which are incurred by the Developer in connection with the closing of (i) the Tax Credits and/or (ii) the mortgage loans to be made by the NJHMFA or another first mortgage lender in connection with the Project.

Section 4.6 Township Support of Ingerman's Applications. The Township shall reasonably cooperate with Ingerman's efforts and support Ingerman's applications and submissions for all necessary and applicable approvals, permits and agreements from governmental agencies and public and private utilities related to all aspects of development on the Site, provided that the development proposed on the Site is consistent with the Redevelopment Plan Ordinance referenced herein, except for any non-material variances or non-material design waivers from its various provisions resulting from the completion of a detailed site plan and/or due to engineering, environmental or similar development constraints. The Township shall make available development tools for the Site and/or Project as fully permitted by law, including assistance with right-of-way or easement acquisitions as may be necessary for off-site infrastructure improvements; provided, however, that any and all right-of-way or easement acquisition costs (including professional costs associated therewith) shall be borne by Ingerman.

Section 4.7 Planning Board and Township Processing of Development Applications for the Ingerman Site. Upon receipt by the Township's Planning Board of a complete application(s) for site plan and/or subdivision approval for development on the Site consistent with the Redevelopment Plan Ordinance, the Planning Board will process said application(s), schedule same for public hearing and render a decision thereon in accordance with the

requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., subject to the availability of Parties and their professionals and the need for additional materials.

## ARTICLE V

### INGERMAN'S OBLIGATIONS AND REPRESENTATIONS

Section 5.1. Timing of Construction. In the event that construction has not commenced prior to April 30, 2025 the Township may terminate this Agreement. In all events, construction shall be completed within 24 months of the issuance of a building permit for the Project.

Section 5.2 Municipal Costs of Redevelopment Plan Process. Ingerman posted with the Township funds to cover the Township Professionals Costs associated with the redevelopment and PILOT processes (these processes are referred to herein as the "Township Professional Work") (the "Township Professional Work Escrow Fund") and the Township's Chief Financial Officer deposited such funds into an escrow account established by the Township for the payment of reasonable fees to all Township or Planning Board professionals performing Township Professional Work relative to necessary work associated with the pre and post-redevelopment process. "Necessary work" under this Agreement is work associated with the drafting and review of the Redevelopment Plan Ordinance, the drafting of any development agreement, the drafting of any financial agreement, and any and all ordinances and resolutions of other planning and/or legal work to complete the redevelopment and PILOT processes for the Site under the HMFA Law. The Township shall provide Ingerman with a courtesy copy of all invoices paid by the Township or Planning Board to the Township or Planning Board professionals performing Township Professional Work. Ingerman shall have the right to dispute any charges to the Township Professional Work Escrow Fund made by a professional for performing Township Professional Work by notifying the Township's Chief Financial Officer of same, and the Township's Chief Financial Officer shall within a reasonable period of time thereafter attempt to resolve any disputed charges to the satisfaction of Ingerman.

Section 5.3 Replenishment of Township Professional Work Escrow. Once the Township Professional Work Escrow Fund is drawn down below two thousand (\$2,000) dollars, the Township's Chief Financial Officer shall submit a written request for additional funding to Ingerman in such amount as the Township shall deem reasonably necessary based upon written estimates by the Township or Planning Board professionals as to the amount of Township Professional Work to be completed. Professional work will not continue until replenishment occurs. In no event shall all aggregate "necessary work" exceed the sum of twenty-five thousand (\$25,000.00) dollars.

Section 5.4 Refund of Unused Portion of Escrow. Upon the completion or termination of the redevelopment process, Ingerman may request, in writing to the Township, the refund of unused escrow funds. Upon receipt of such request, the Township shall seek a voucher from all professionals for all services provided up to the completion/adoption of the ordinances, document preparation and review identified herein and, process same for payment within forty-five (45) days of receipt of the refund requested. Within thirty (30) days of payment of all final

vouchers, the Township shall refund the remaining unused escrow funds (with all accrued interest) to Ingerman.

## ARTICLE VI

### REGULATORY TERMS AND CONDITIONS

Section 6.1. Limitation on the Township's Obligation. The Township shall not be liable under this Agreement to Ingerman or any other party for the completion of, or failure to complete, any activities which are part of the Project except the administration of its responsibilities pursuant to this Agreement.

Section 6.2. Equal Opportunity. During the construction of the Project, Ingerman shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 6.3 Maintenance of the Project. Ingerman, its successors and assigns shall maintain the Project in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

## ARTICLE VII

### DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Ingerman or the Township to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the non-defaulting party specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within 90 days after receipt of such notice);

(b) Failure of Ingerman or the Township to pay any amounts due hereunder if such default continues after ten (10) days following the defaulting party's receipt of written notice by the non-defaulting party, subject to all applicable notice and cure periods;

(c) Abandonment, cessation, or delay of construction (other than for Forced Delay) for a period of time which, in the Township's reasonable judgment, would delay completion of the timelines set forth herein for completion;

(d) Except as may be expressly contemplated herein, an attachment of the interest of Ingerman in the Site, the Project or of the funds disbursed or to be disbursed to it

under this Agreement or the filing of any legal, equitable, or administrative action, not adequately insured, bonded over, dismissed, or adjudicated within 90 days to the reasonable satisfaction of the Township, the effect of any of which would have a material adverse impact on: (1) Ingerman's title to, or use of, the Project; (2) Ingerman's right to construct the Project; or (3) the right of Ingerman to use and occupy the entire Project for its intended purposes;

(e) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against Ingerman or Ingerman's managing member or the filing of any involuntary petition in bankruptcy not dismissed within ninety (90) days of the date of filing, unless in respect of the managing member of Ingerman, the managing member is replaced without the necessity of obtaining consent from the Township, with the investor member or any affiliate thereof;

(f) Ingerman shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(g) Ingerman consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Ingerman, or of the whole or any substantial part of the Site or assets of Ingerman, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(h) Misrepresentation or misstatement of fact when made in any written document and/or written agreement by Ingerman or any of its managing members to the Township that has a material adverse effect on the Township;

(i) Sale or transfer of the Project by Ingerman in violation of Section 4.2 hereof.

Section 7.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement,

(a) If the defaulting party is Ingerman, then the Township shall have the right to:

(i) Institute appropriate proceedings to specifically enforce performance hereof;

(ii) Withhold and/or refuse to make any advances hereunder;

(iii) Pursue all other rights and remedies available to the Township at law or in equity.

(b) If the defaulting party is the Township, then Ingerman shall have the right to institute appropriate proceedings to specifically enforce the performance hereof and pursue all other rights remedies available at law or in equity.

Section 7.3. Attorney's Fees and Costs. In the event of a dispute hereunder, the prevailing party shall be entitled to reasonable attorney's fees and all other reasonable costs and expenses incurred in connection with the adjudication of such dispute.

Section 7.4. Right to Cure Defaults. In the event of a default under this Agreement where no timeline for cure is given, the defaulting party shall have 90 days from the date of the receipt of written notice of default to cure such default

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### Section 8.1. Agreement Term.

(a) The term of this Agreement shall commence upon the date hereof and, subject to earlier termination (including, without limitation, pursuant to the terms of this Section 8.1, as otherwise provided under this Agreement, or on such date as mutually agreed upon by the parties hereto), terminate on the date on which the NJHMFA financing, Deed Restriction and Redevelopment Agreement shall terminate.

(b) Subject to the Township's Municipal Contribution, the Developer agrees to exert commercially reasonable efforts to diligently pursue an award of 4% tax credits plus Affordable Housing Production Fund financing for the Project until the Affordable Housing Production Fund is exhausted, in addition to other soft funding, as necessary. If Developer does not obtain an award of 4% tax credits prior to exhaustion of the Affordable Housing Production Fund or does not obtain the Affordable Housing Production Fund financing, then the parties agree, at such time, that the Developer shall notify the Township of same, and Developer shall have the right to pursue an award of 9% tax credits. Upon the exhaustion of the Affordable Housing Production Fund, Developer shall have no obligation to further pursue 4% tax credits. If Developer does not obtain an award of 9% tax credits after two (2) annual rounds, or should the regulations applicable to the tax credits change such that the Project would become non-competitive as a result, then the parties agree, at such time, that the Developer shall notify the Township of same, and the parties shall discuss alternative financing options for the Project, such as, for example (but without limitation), continuing to pursue 9% tax credits for the Project, prior to agreeing to terminate this Agreement. If, after good faith discussions between the parties, the parties are unable to reach agreement on alternative financing options, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(c) In the event this Agreement is terminated due to a default by the Township or the property owner in its duty to convey the Property, and specific performance is unavailable to cure same as applicable, the Township shall reimburse the Developer for fifty-percent (50%) of Developer's costs in pursuing approvals and financing for the Project, including but not limited to, architect, engineer and attorney

fees, paid or payable in connection with the planning, construction, and financing of the Project, surveying and testing charges in connection therewith, costs of obtaining financing, including but not limited to the Tax Credits, Affordable Housing Production Funds, and any other public or private source of funding or financing for the Project.

Section 8.2. Hold the Township Harmless from Claims. Ingerman hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Project by Ingerman other than and to the extent of those caused by the willful actions or negligence of the Township. Ingerman's obligations under this Section 8.2 shall terminate upon the issuance of final Certificates of Occupancy for the Project by the Township. This provision shall survive the termination of this Agreement.

Ingerman hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Project by Ingerman other than and to the extent of those caused by the willful actions or negligence of the Township. During the term of this Agreement, Ingerman shall maintain general liability insurance of not less than \$1 million per occurrence combined single limit with excess umbrella liability coverage of not less than \$10 million. This provision shall survive the termination of this Agreement.

Section 8.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to Ingerman:

Ingerman Development Company, LLC  
Attention: M. Brad Ingerman  
and Geoffrey Long  
5 Powell Lane  
Collingswood, New Jersey 08108  
Phone: (856) 662-1730  
E-mail: [bingerman@ingerman.com](mailto:bingerman@ingerman.com)  
[glong@ingerman.com](mailto:glong@ingerman.com)

with copies to:

Ronen L. Mitra and Associates, LLC  
Attention: Ronen L. Mitra, Esq.  
5 Powell Lane

Collingswood, New Jersey 08108  
Phone: (856) 662-1730  
E-mail: rmitra@ingerman.com

Day Pitney, LLP  
Attn: Katharine A. Coffey, Esq.  
One Jefferson Road  
Parsippany, NJ 07054  
Phone: (973) 966-8323  
E-mail: kcoffey@daypitney.com

If to the Township:

Township of Pohatcong  
50 Municipal Drive  
Pohatcong, New Jersey, 08865  
Attn: Municipal Clerk

With copy to:

Benbrook & Benbrook, L.L.C.  
Kevin P. Benbrook, Esq.  
3 Walnut Street  
Hope, NJ 07844

If to NJHMFA:

New Jersey Housing and Mortgage Finance Agency  
PO Box 18550  
Trenton, NJ 08650-2085  
Attn: Director of Regulatory Affairs

The Township shall also provide copies of all notices given in connection herewith to the Investor and its counsel to the extent that they provide written notice to the Township of their contact information.

Section 8.4. Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 8.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 8.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 8.7. Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement and the NJHMFA Financing, Deed Restriction and Regulatory Agreement, the terms of the NJHMFA Financing, Deed Restriction and Regulatory Agreement shall control.

Section 8.8. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 8.9. Not Assignable. This Agreement is not assignable by Ingerman, except to an affiliate entity of Ingerman as contemplated herein.

Section 8.10. Successors. This Agreement shall be binding upon and inure to the benefit of Ingerman and the Township and their respective successors and assigns.

Section 8.11. The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Ingerman, and Ingerman and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

Section 8.12. Applicable Law. The Loan Documents shall be governed by and construed under the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court - Hunterdon County in any action to enforce the provisions of the Loan Documents.

Section 8.13. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Ingerman shall not assign or transfer this Agreement without the prior written consent of the Township. Any attempted assignment or transfer shall be void.

Section 8.14. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 8.15. Waiver. A waiver by the Township of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

\*\*\*signature page follows\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above by their duly authorized signatories.

Witness/Attest:

THE TOWNSHIP OF POHATCONG  
a public body corporate and politic

Wanda A. Kutzman  
Township Clerk

By: [Signature]

Mayor

INGERMAN DEVELOPMENT COMPANY,  
LLC

By: [Signature]

M. Brad Ingerman  
Managing Member

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of Block 38, Lot 1 consisting of a land condominium unit, on the official tax map of the Township, a 12.46 acre property with a physical address of 1220 South Main Street, Pohatcong Township, as approximately depicted on the attached drawing.

## AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** (“Agreement”) is made and entered into as of the 19<sup>th</sup> day of November, 2024 by and between the **TOWNSHIP OF POHATCONG**, a municipal corporation in the County of Warren and State of New Jersey, having an address of 50 Municipal Drive, Pohatcong, New Jersey, 08865 (the “Township”), and **INGERMAN DEVELOPMENT COMPANY, LLC**, a New Jersey limited liability company, with an address at 5 Powell Lane, Collingswood, New Jersey 08108 (“Ingerman”).

### RECITALS:

**WHEREAS**, Ingerman is the contract purchaser of certain property and improvements in the Township of Pohatcong, County of Warren, State of New Jersey, known and designated as a portion of that parcel of land within the Township on a site designated as Block 38, Lot 1, on the official tax map of the Township, a 12.46 acre property with a physical address of 1220 South Main Street, Pohatcong Township (the “Property”), as more thoroughly described on **Exhibit A** attached hereto; and

**WHEREAS**, the Township entered into a settlement agreement with the Fair Share Housing Center (“FSHC”) on March 14, 2018 (the “Settlement Agreement”), in which Pohatcong agreed to its Mount Laurel affordable housing obligations for the Prior and Third Rounds, that included the development of a 60-unit municipally sponsored affordable housing project (the “Original Project”) at the Property to be constructed and operated by Ingerman an Ingerman related entity; and

**WHEREAS**, the Township amended its settlement agreement with FSHC to include the Original Project on August 22, 2022; and

**WHEREAS**, the designated New Jersey Superior Court judge appointed to hear affordable housing cases for municipalities in Hunterdon County (“Court”) entered a Post Judgment Consent Order to approve an increase in the total number of units on the Site from sixty (60) to ninety-six (96) (the “Amended Project”) on July 10, 2023; and

**WHEREAS**, the Court further entered a Post Judgment Consent Order to permit the Amended Project to be constructed in two phases, each consisting of forty-eight (48) units on December 15, 2023; and

**WHEREAS**, Ingerman intends to develop forty-eight (48) affordable housing units, including very low-, low- and moderate- income units, together with such other improvements as may be necessary such as leasing offices, community meeting space, parking, landscaping, curbing, and paving (the “Project”) on a site to be designated as a portion of Block 38, Lot 1 consisting of a land condominium unit on the official tax map of the Township (the “Site”); and

**WHEREAS**, in connection with its ongoing efforts to satisfy the obligations of New Jersey’s Fair Housing Act and the judicial requirements of the Mount Laurel Doctrine, which are

currently under the jurisdiction of Superior Court of Warren County in furtherance of the decision of the New Jersey Supreme Court known as In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, the Township has deemed it appropriate to take certain actions in support of the Project as further described herein;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions.** Certain terms used in this Agreement are defined in this Section or other portions of this Agreement by reference to other documents. Each term defined shall have the meaning given it unless the context clearly indicates otherwise. The following terms are defined in this Section:

- (a) "Agreement" shall mean this Affordable Housing Agreement;
- (b) "Amended Project" shall mean a 96-unit municipally sponsored affordable housing project;
- (c) "Court" shall mean the designated New Jersey Superior Court judge appointed to hear affordable housing cases for municipalities in Hunterdon County;
- (d) "Event of Default" shall have the meaning set forth in Section 7.1 of this Agreement;
- (e) "Forced Delay" shall mean delay or delays due to: war; insurrection; strikes; riots; floods; earthquakes; acts of God; fires; casualties; pandemics, epidemics, public health emergencies, governmental restrictions; litigation; acts or failures to act of any public or governmental agency or entity not attributable solely to Ingerman or affiliates of Ingerman; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform;
- (f) "NJHMFA" shall mean the New Jersey Housing and Mortgage Finance Agency;
- (g) "Original Project" shall mean a 60-unit municipally sponsored affordable housing project;
- (h) "Plans and Specifications" shall mean those plans and specifications that will be developed for the construction of the Project as they may be amended from time to time and as approved by the Township construction official;

(i) "Project" shall mean the construction of forty-eight (48) affordable housing units, including very low-, low- and moderate- income units, together with such other improvements as may be necessary such as leasing offices, community meeting space, parking, landscaping, curbing, and paving on the Site;

(j) "Site" shall mean a portion of Block 38, Lot 1 consisting of a land condominium unit on the official tax map of the Township;

(k) "Tax Credits" shall have the meaning set forth in Section 4.3 of this Agreement; and

Section 1.2. Headings. The headings of this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of Ingerman. Ingerman represents and covenants that: (a) it is a duly organized and validly existing limited liability company under the laws of the State of New Jersey; (b) to the best of Ingerman's knowledge, it is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Project which would impair its ability to carry out its obligations under this Agreement; (c) it is empowered to enter into the transactions contemplated by this Agreement; (d) it has duly authorized the execution, delivery, and performance of this Agreement; (e) there is no litigation or proceeding pending, or to the knowledge of Ingerman threatened, against Ingerman or any other person affecting in any material manner whatsoever the right of Ingerman to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (f) when executed by duly authorized officers of its managing member, this Agreement will be binding upon Ingerman and enforceable in accordance with its terms; and (g) it intends to enter into a redevelopment agreement and construction contract in connection with the construction and development of the Project, and that the construction and development of the Project shall be at the sole cost and expense of Ingerman through its own equity, loan proceeds, proceeds from the sale of low income housing tax credits, and such other sources as may be deemed necessary by Ingerman.

Section 2.2. Representations and Covenants of the Township. The Township represents and covenants that: (a) it is empowered to enter into the transactions contemplated by this Agreement; (b) it has duly authorized the execution, delivery and performance of this Agreement; (c) there is no litigation or proceeding pending, or to the knowledge of the Township threatened, against the Township or any other person affecting in any material manner whatsoever the right of the Township to execute this Agreement or to otherwise comply with its obligations contained in this Agreement; and (d) it will cooperate in responding to reasonable requests for action in a prompt and timely manner in order to assist Ingerman in meeting its completion deadlines with respect to application for, and compliance with, the federal low-income housing tax credits for the Project.

## ARTICLE III

### ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN, AMENDED SETTLEMENT AGREEMENT AND ZONING

#### Section 3.1 Adoption of Housing Element and Fair Share Plan and Amended Settlement Agreement and Consent Orders; Submission to Court

In connection with the judicial rules established for the determination of New Jersey municipalities' "Round 3" affordable housing obligations under the Fair Housing Act, the "Mount Laurel" line of cases and In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, the Township included the Original Project in its Housing Element, Fair Share Plan (the "Plan"), dated September 26, 2022, and transmitted the Plan to the Court. The Plan was submitted in accordance with the deadlines set by the Court. The Township amended its settlement agreement with FSHC to include the Original Project on August 22, 2022. The Court also entered a Post Judgment Consent Order to approve an increase in the total number of units on the Site from sixty (60) to ninety-six (96) on July 10, 2023. The Court further entered a Post Judgment Consent Order to permit the Amended Project to be constructed in two phases, each consisting of forty-eight (48) units on December 15, 2023.

Section 3.2 Affordable Housing Requirements. Developer shall satisfy the 100% affordable housing obligation required in connection with the Project. Developer shall first apply for 4% tax credits and Affordable Housing Production Fund financing. The Township acknowledges that the Affordable Housing Production Fund is a finite source of funds awarded on a first come, first serve basis. In the event Developer does not receive the award of 4% tax credits and/or Affordable Housing Production Fund financing, Developer shall subsequently apply for 9% tax credits. The units within the Project shall be referred to herein as the Affordable Units. Further, the Affordable Units shall be subject to affordability controls of 45 years, consisting of a 30 year compliance period and a 15 year extended use period, via a deed of easement and restrictive covenant enforceable by HMFA and by future tenants, which shall be recorded by HMFA.

## ARTICLE IV

### OTHER TOWNSHIP RESPONSIBILITIES

#### Section 4.1. Redevelopment; PILOT; Development Approvals; Cost Generative Features.

(a) The Property is currently designated as a non-condemnation area in need of redevelopment pursuant to that certain Township Council Resolution dated August 16, 2022. As such, the Township further adopted a redevelopment plan dated November 7, 2023 (the "Redevelopment Plan") pursuant to the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "LRHL"), that allows for the development of the Site for an affordable development and the construction of the Project by Ordinance No. 23-17 on December 19, 2023.

(b) In connection with its support of the Project, the Township adopted a resolution of need on March 19, 2024 for the Project and a resolution on March 19, 2024 authorizing a 30-year payment in lieu of tax agreement (“PILOT”) under the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the “HMFA Law”), as may be extended by law, to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project’s owner agrees to pay to the Township an annual charge for municipal services supplied to the Project.

(c) Section 14(b) of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., incorporates the need to eliminate unnecessary cost-generating features of the municipal ordinances impacting development. Accordingly, the Project shall receive relief from such standards that are not essential to protect the public welfare and to expedite or fast track municipal approvals/denials for the Project, as defined by relevant law, including but not limited to working with the Planning Board to schedule such special meetings as may be necessary to insure the Project receives such approvals as shall be required to timely apply for the Tax Credits and Affordable Housing Production Fund award.

Section 4.2. Municipal Contribution. The Township and Developer shall agree to the following financial structures to finance the Project, which shall include the PILOT and which may also include a contribution from the Township as set forth below. The Township shall, subject to the conditions set forth hereinafter, make a contribution (the “Fund and Fee Contribution”) consisting of a combination of (1) funds from its Affordable Housing Trust Fund (“Trust Fund”) if and to the extent that funds are then available in the Trust Fund, it being understood and agreed that any financial contribution from the Trust Fund is conditioned upon funds on hand by the Township and available for disbursement, and (2) where legally permitted, the reimbursement or forgiveness of any fees payable to the Township pursuant to Township ordinances, including but not limited to, application, escrow, permit and sewer connection fees (“Reimbursement or Forgiveness”), which Fund and Fee Contribution shall, subject to the limitations set forth herein, be a minimum of Six Hundred Thousand, but, in the event the Project requires additional funds and additional money is in the Trust Fund or additional Reimbursement or Forgiveness is available, such contribution may be up to a maximum of One Million Two Hundred Thousand Dollars (\$1,200,000.00). Collectively, the PILOT and Fund and Fee Contribution shall be referred to as the “Municipal Contribution”. Said Municipal Contribution shall, subject to the limitations set forth herein, be made to the Developer at the closing of the permanent financing for the Developer, provided the conditions to disbursement set forth in Section 4.3, below, have been met.

Section 4.3. Conditions to Disbursement. The obligation of the Township to make a Municipal Contribution to the Developer (or a Permitted Transferee) shall be expressly conditioned upon the satisfaction of the following:

(a) The Project shall have received all final, unappealable major site plan approvals required by the Township in connection with the development of the Project;

(b) The Project shall have received all approvals required by the County of Warren (if any) in connection with the development of the Project, including, but not limited to, the Warren County Planning Board and the County Soil Conservation District;

(c) The Project shall have received all approvals required by the State of New Jersey or any department, agency or authority thereof, including, but not limited to the NJDEP, the New Jersey Department of Transportation, and the New Jersey Department of Community Affairs;

(d) The Project shall have received an allocation of federal low-income housing tax credits ("Tax Credits") from the NJHMFA;

(e) The Project shall have received a first mortgage loan commitment from the NJHMFA or other first mortgage lender;

(f) The Project shall have received funds from the Affordable Housing Production Fund, to the extent applicable;

(g) The Township shall have funds available in its Trust Fund as set forth in Section 4.2 above and such funds may permissibly be utilized by the Township for part of the Fund and Fee Contribution when made; and

(h) The amounts to be provided or credited to the Developer as Reimbursement or Forgiveness may permissibly be utilized for part of the Fund and Fee Contribution when made.

Section 4.4. Sale or Transfer. The Project shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Project. The Developer agrees that the Township shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Project if (a) the Developer is in material default under this Agreement or the Federal and State Regulations, and such default has continued beyond any applicable cure period; (b) the Township reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement or the Financing, Deed Restriction and Regulatory Agreement would be increased as a result of such sale or transfer; (c) the Township reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Project in a manner satisfactory to the Township, or has willfully violated affordability or management covenants with the Township or other public agencies; or (d) the Township reasonably believes that such sale or transfer will result in the loss of the Project's exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage.

Notwithstanding the foregoing, the Developer has the right to form one or more affiliated entities under common control with the Developer, including an urban renewal entity (each, a "Permitted Transferee"), to hold title or interest to the Project and/or the Property and develop, construct, maintain and/or operate the Project as contemplated hereunder and the Developer shall have the right to assign this Agreement in whole or in part to such Permitted Transferee, without the approval of the Township but upon written notice to the Township (a "Permitted Transfer"). In the event of a Permitted Transfer, the respective rights, duties and obligations of the Township shall not be diminished or modified as a result of the Developer's determination to make use of such Permitted Transferee and the Permitted Transferee shall become responsible for satisfaction of the Developer's duties and obligations hereunder and the Township shall look to such Permitted Transferee for performance of such duties and obligations.

Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the Developer's or a Permitted Transferee's managing member(s) for cause in accordance with operating agreement of the Developer or the Permitted Transferee (the "Operating

Agreement”) shall not require the consent of Township and shall not constitute a default under this Agreement. If the investor member of the Developer exercises its right to remove a member thereof under the Operating Agreement, the Township shall not unreasonably withhold its consent to any substitute managing member proposed by the investor member. In no event shall the Township’s consent be required if the investor member or its affiliate decides to serve as the substitute managing member. Notwithstanding the foregoing, the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement, the Financing, Deed Restriction and Regulatory Agreement, and the Federal and State Regulations.

Notwithstanding anything to the contrary contained herein, the replacement of the Developer as a result of the foreclosure of the NJHMFA first mortgage or any other first mortgage lender (including the construction lender) shall not require the consent of the Township and shall not constitute a default under this Agreement, provided that, the replacement entity signs an assumption agreement that obligates it keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage (as applicable).

Section 4.5. Closing Costs. The Township shall not be liable for any closing costs (whether in-house or third party) which are incurred by the Developer in connection with the closing of (i) the Tax Credits and/or (ii) the mortgage loans to be made by the NJHMFA or another first mortgage lender in connection with the Project.

Section 4.6 Township Support of Ingerman’s Applications. The Township shall reasonably cooperate with Ingerman’s efforts and support Ingerman’s applications and submissions for all necessary and applicable approvals, permits and agreements from governmental agencies and public and private utilities related to all aspects of development on the Site, provided that the development proposed on the Site is consistent with the Redevelopment Plan Ordinance referenced herein, except for any non-material variances or non-material design waivers from its various provisions resulting from the completion of a detailed site plan and/or due to engineering, environmental or similar development constraints. The Township shall make available development tools for the Site and/or Project as fully permitted by law, including assistance with right-of-way or easement acquisitions as may be necessary for off-site infrastructure improvements; provided, however, that any and all right-of-way or easement acquisition costs (including professional costs associated therewith) shall be borne by Ingerman.

Section 4.7 Planning Board and Township Processing of Development Applications for the Ingerman Site. Upon receipt by the Township’s Planning Board of a complete application(s) for site plan and/or subdivision approval for development on the Site consistent with the Redevelopment Plan Ordinance, the Planning Board will process said application(s), schedule same for public hearing and render a decision thereon in accordance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., subject to the availability of Parties and their professionals and the need for additional materials.

## ARTICLE V

### INGERMAN'S OBLIGATIONS AND REPRESENTATIONS

Section 5.1. Timing of Construction. In the event that construction has not commenced prior to April 30, 2025 the Township may terminate this Agreement. In all events, construction shall be completed within 24 months of the issuance of a building permit for the Project.

Section 5.2 Municipal Costs of Redevelopment Plan Process. Ingerman posted with the Township funds to cover the Township Professionals Costs associated with the redevelopment and PILOT processes (these processes are referred to herein as the "Township Professional Work") (the "Township Professional Work Escrow Fund") and the Township's Chief Financial Officer deposited such funds into an escrow account established by the Township for the payment of reasonable fees to all Township or Planning Board professionals performing Township Professional Work relative to necessary work associated with the pre and post-redevelopment process. "Necessary work" under this Agreement is work associated with the drafting and review of the Redevelopment Plan Ordinance, the drafting of any development agreement, the drafting of any financial agreement, and any and all ordinances and resolutions of other planning and/or legal work to complete the redevelopment and PILOT processes for the Site under the HMFA Law. The Township shall provide Ingerman with a courtesy copy of all invoices paid by the Township or Planning Board to the Township or Planning Board professionals performing Township Professional Work. Ingerman shall have the right to dispute any charges to the Township Professional Work Escrow Fund made by a professional for performing Township Professional Work by notifying the Township's Chief Financial Officer of same, and the Township's Chief Financial Officer shall within a reasonable period of time thereafter attempt to resolve any disputed charges to the satisfaction of Ingerman.

Section 5.3 Replenishment of Township Professional Work Escrow. Once the Township Professional Work Escrow Fund is drawn down below two thousand (\$2,000) dollars, the Township's Chief Financial Officer shall submit a written request for additional funding to Ingerman in such amount as the Township shall deem reasonably necessary based upon written estimates by the Township or Planning Board professionals as to the amount of Township Professional Work to be completed. Professional work will not continue until replenishment occurs. In no event shall all aggregate "necessary work" exceed the sum of twenty-five thousand (\$25,000.00) dollars.

Section 5.4 Refund of Unused Portion of Escrow. Upon the completion or termination of the redevelopment process, Ingerman may request, in writing to the Township, the refund of unused escrow funds. Upon receipt of such request, the Township shall seek a voucher from all professionals for all services provided up to the completion/adoption of the ordinances, document preparation and review identified herein and, process same for payment within forty-five (45) days of receipt of the refund requested. Within thirty (30) days of payment of all final vouchers, the Township shall refund the remaining unused escrow funds (with all accrued interest) to Ingerman.

## ARTICLE VI

### REGULATORY TERMS AND CONDITIONS

Section 6.1. Limitation on the Township's Obligation. The Township shall not be liable under this Agreement to Ingerman or any other party for the completion of, or failure to complete, any activities which are part of the Project except the administration of its responsibilities pursuant to this Agreement.

Section 6.2. Equal Opportunity. During the construction of the Project, Ingerman shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

Section 6.3 Maintenance of the Project. Ingerman, its successors and assigns shall maintain the Project in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

## ARTICLE VII

### DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Ingerman or the Township to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the non-defaulting party specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within 90 days after receipt of such notice);

(b) Failure of Ingerman or the Township to pay any amounts due hereunder if such default continues after ten (10) days following the defaulting party's receipt of written notice by the non-defaulting party, subject to all applicable notice and cure periods;

(c) Abandonment, cessation, or delay of construction (other than for Forced Delay) for a period of time which, in the Township's reasonable judgment, would delay completion of the timelines set forth herein for completion;

(d) Except as may be expressly contemplated herein, an attachment of the interest of Ingerman in the Site, the Project or of the funds disbursed or to be disbursed to it under this Agreement or the filing of any legal, equitable, or administrative action, not adequately insured, bonded over, dismissed, or adjudicated within 90 days to the reasonable satisfaction of the Township, the effect of any of which would have a material adverse impact on: (1) Ingerman's title to, or use of, the Project; (2) Ingerman's right to construct the Project; or (3) the right of Ingerman to use and occupy the entire Project for its intended purposes;

(e) The filing of any voluntary petition in bankruptcy court or otherwise seeking relief from creditors by or against Ingerman or Ingerman's managing member or the filing of any involuntary petition in bankruptcy not dismissed within ninety (90) days of the date of filing, unless in respect of the managing member of Ingerman, the managing member is replaced without the necessity of obtaining consent from the Township, with the investor member or any affiliate thereof;

(f) Ingerman shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(g) Ingerman consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Ingerman, or of the whole or any substantial part of the Site or assets of Ingerman, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for one hundred twenty (120) days;

(h) Misrepresentation or misstatement of fact when made in any written document and/or written agreement by Ingerman or any of its managing members to the Township that has a material adverse effect on the Township;

(i) Sale or transfer of the Project by Ingerman in violation of Section 4.2 hereof.

Section 7.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement,

(a) If the defaulting party is Ingerman, then the Township shall have the right to:

(i) Institute appropriate proceedings to specifically enforce performance hereof;

(ii) Withhold and/or refuse to make any advances hereunder;

(iii) Pursue all other rights and remedies available to the Township at law or in equity.

(b) If the defaulting party is the Township, then Ingerman shall have the right to institute appropriate proceedings to specifically enforce the performance hereof and pursue all other rights remedies available at law or in equity.

Section 7.3. Attorney's Fees and Costs. In the event of a dispute hereunder, the prevailing party shall be entitled to reasonable attorney's fees and all other reasonable costs and expenses incurred in connection with the adjudication of such dispute.

Section 7.4. Right to Cure Defaults. In the event of a default under this Agreement where no timeline for cure is given, the defaulting party shall have 90 days from the date of the receipt of written notice of default to cure such default

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### Section 8.1. Agreement Term.

(a) The term of this Agreement shall commence upon the date hereof and, subject to earlier termination (including, without limitation, pursuant to the terms of this Section 8.1, as otherwise provided under this Agreement, or on such date as mutually agreed upon by the parties hereto), terminate on the date on which the NJHMFA financing, Deed Restriction and Redevelopment Agreement shall terminate.

(b) Subject to the Township's Municipal Contribution, the Developer agrees to exert commercially reasonable efforts to diligently pursue an award of 4% tax credits plus Affordable Housing Production Fund financing for the Project until the Affordable Housing Production Fund is exhausted, in addition to other soft funding, as necessary. If Developer does not obtain an award of 4% tax credits prior to exhaustion of the Affordable Housing Production Fund or does not obtain the Affordable Housing Production Fund financing, then the parties agree, at such time, that the Developer shall notify the Township of same, and Developer shall have the right to pursue an award of 9% tax credits. Upon the exhaustion of the Affordable Housing Production Fund, Developer shall have no obligation to further pursue 4% tax credits. If Developer does not obtain an award of 9% tax credits after two (2) annual rounds, or should the regulations applicable to the tax credits change such that the Project would become non-competitive as a result, then the parties agree, at such time, that the Developer shall notify the Township of same, and the parties shall discuss alternative financing options for the Project, such as, for example (but without limitation), continuing to pursue 9% tax credits for the Project, prior to agreeing to terminate this Agreement. If, after good faith discussions between the parties, the parties are unable to reach agreement on alternative financing options, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(c) In the event this Agreement is terminated due to a default by the Township or the property owner in its duty to convey the Property, and specific performance is unavailable to cure same as applicable, the Township shall reimburse the Developer for fifty-percent (50%) of Developer's costs in pursuing approvals and financing for the Project, including but not limited to, architect, engineer and attorney fees, paid or payable in connection with the planning, construction, and financing of the Project, surveying and testing charges in connection therewith, costs of obtaining financing, including but not limited to the Tax Credits, Affordable Housing Production Funds, and any other public or private source of funding or financing for the Project.

Section 8.2. Hold the Township Harmless from Claims. Ingerman hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Project by Ingerman other than and to the extent of those caused by the willful actions or negligence of the Township. Ingerman's obligations under this Section 8.2 shall terminate upon the issuance of final Certificates of Occupancy for the Project by the Township. This provision shall survive the termination of this Agreement.

Ingerman hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Project by Ingerman other than and to the extent of those caused by the willful actions or negligence of the Township. During the term of this Agreement, Ingerman shall maintain general liability insurance of not less than \$1 million per occurrence combined single limit with excess umbrella liability coverage of not less than \$10 million. This provision shall survive the termination of this Agreement.

Section 8.3. Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to Ingerman:

Ingerman Development Company, LLC  
Attention: M. Brad Ingerman  
and Geoffrey Long  
5 Powell Lane  
Collingswood, New Jersey 08108  
Phone: (856) 662-1730  
E-mail: bingerman@ingerman.com  
glong@ingerman.com

with copies to:

Ronen L. Mitra and Associates, LLC  
Attention: Ronen L. Mitra, Esq.  
5 Powell Lane  
Collingswood, New Jersey 08108  
Phone: (856) 662-1730  
E-mail: rmitra@ingerman.com

Day Pitney, LLP  
Attn: Katharine A. Coffey, Esq.  
One Jefferson Road

Parsippany, NJ 07054  
Phone: (973) 966-8323  
E-mail: kcoffey@daypitney.com

If to the Township: Township of Pohatcong  
50 Municipal Drive  
Pohatcong, New Jersey, 08865  
Attn: Municipal Clerk

With copy to: Benbrook & Benbrook, L.L.C.  
Kevin P. Benbrook, Esq.  
3 Walnut Street  
Hope, NJ 07844

If to NJHMFA: New Jersey Housing and Mortgage Finance Agency  
PO Box 18550  
Trenton, NJ 08650-2085  
Attn: Director of Regulatory Affairs

The Township shall also provide copies of all notices given in connection herewith to the Investor and its counsel to the extent that they provide written notice to the Township of their contact information.

Section 8.4. Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

Section 8.5. Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appealable decision of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

Section 8.6. Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 8.7. Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement and the NJHMFA Financing, Deed Restriction and

Regulatory Agreement, the terms of the NJHMFA Financing, Deed Restriction and Regulatory Agreement shall control.

Section 8.8. Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

Section 8.9. Not Assignable. This Agreement is not assignable by Ingerman, except to an affiliate entity of Ingerman as contemplated herein.

Section 8.10. Successors. This Agreement shall be binding upon and inure to the benefit of Ingerman and the Township and their respective successors and assigns.

Section 8.11. The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Ingerman, and Ingerman and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

Section 8.12. Applicable Law. The Loan Documents shall be governed by and construed under the laws of the State of New Jersey. The parties hereto consent to be sued in New Jersey Superior Court - Hunterdon County in any action to enforce the provisions of the Loan Documents.

Section 8.13. Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Ingerman shall not assign or transfer this Agreement without the prior written consent of the Township. Any attempted assignment or transfer shall be void.

Section 8.14. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

Section 8.15. Waiver. A waiver by the Township of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

\*\*\*signature page follows\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first set forth above by their duly authorized signatories.

Witness/Attest:

THE TOWNSHIP OF POHATCONG  
a public body corporate and politic

Wanda A. Kutynas  
Township Clerk

By: [Signature]

Mayor

INGERMAN DEVELOPMENT COMPANY,  
LLC

By: [Signature]

M. Brad Ingerman  
Managing Member

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of Block 38, Lot 1 consisting of a land condominium unit, on the official tax map of the Township, a 12.46 acre property with a physical address of 1220 South Main Street, Pohatcong Township, as approximately depicted on the attached drawing.

## **Appendix 4**

# REDEVELOPMENT PLAN FOR BLOCK 38, LOT 1

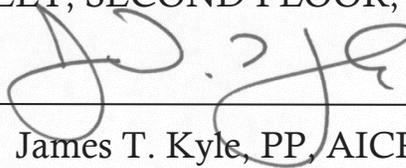
PREPARED BY THE POHATCONG TOWNSHIP

LAND USE BOARD

WITH ASSISTANCE FROM

KYLE + MCMANUS ASSOCIATES

2 EAST BROAD STREET, SECOND FLOOR, HOPEWELL, NJ 08525



---

James T. Kyle, PP, AICP

Licensed NJ Professional Planner Number 05667

The original of this document was signed and sealed

in accordance with N.J.S.A. 45:14A-12



10/12/2023

Township of Pohatcong

50 Municipal Drive, Phillipsburg, NJ 08865

# Redevelopment Plan for Block 38, Lot 1

## TOWNSHIP OF POHATCONG

### TOWNSHIP COUNCIL

David Slack, Mayor  
Councilman Stephen Babinsky  
Councilman Kevin Melvin  
Councilwoman Ingrid Gray  
Councilman John Stillo

### TOWNSHIP OF POHATCONG LAND USE BOARD

Councilman Kevin Melvin, Class I  
Councilman Stephen Babinsky, Class III  
Edward Mirenda, Class IV, Chair  
David Williams, Class IV, Vice-chair  
Reni Melvin, Class II  
Darrell Swinicki, Class IV  
Kevin Cyphers, Class IV  
Stacey Smith-Bohn, Class IV  
Sandor "Alex" Gal, Class IV  
John Fennimore, Alternate I  
F. Clifford Gibbons, Esq., Board Attorney  
Wayne J. Ingram, PE, PLS, PP, Board Engineer  
James T. Kyle, PP/AICP, Board Planner  
Noelle Moeller, Secretary

### TOWNSHIP OF POHATCONG STAFF

Scott Robb, Director  
Wanda Kutzman, Clerk  
Kevin P. Benbrook, Esq., Township Attorney

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## Introduction

On August 16, 2022, the Township Council by resolution declared Block 38, Lot 1 a non-condemnation area in need of redevelopment. This designation followed detailed investigation conducted by the Land Use Board and a public hearing where the Board recommended such designation; the area is now known as the “Carpentersville and South Main Redevelopment Area”. Although the redevelopment area consists of two parcels, this redevelopment plan is only applicable to Block 38, Lot 1.

Overall the Carpentersville and South Main Redevelopment Area consists of approximately 52.6 acres located along Carpentersville Road at the Phillipsburg border, stretching across the railroad to South Main Street. Block 38, Lot 1, the subject of this redevelopment plan, makes up 12.5 acres of the redevelopment area. Currently the lot is vacant. Surrounding uses include single family homes to the northeast and east, commercial uses to the immediate north along South Main Street and vacant property to the west in Phillipsburg and south of the railroad. Block 93, Lot 5.06 to the south is approved for residential single family dwellings and townhomes.

Aside from the obvious benefits of ameliorating deteriorating or unsavory conditions such as those that currently exist at the site, redevelopment planning has tremendous benefits to the community from a land use planning perspective. First and foremost, it enables a municipality to establish new parameters for redevelopment, which can in some cases represent a significant departure from status quo zoning with respect to physical form, building materials and design and density. Whether treated as superseding existing zoning (as will be the case here) or as an overlay, a redevelopment plan offers the opportunity to meet emerging needs of the community creatively through a small scale, self-contained planning process. In the case of the Carpentersville and South Main Redevelopment Area, this planning process will greatly aid the Township in addressing its constitutional obligation to provide for its fair share of the region’s affordable housing needs. Further, it will set standards that will allow redevelopment to better integrate within this neighborhood without substantially impacting its character, something critical given the relationship of the redevelopment area to surrounding residential land uses.

Given the Township’s need to address it’s affordable housing obligation and the unique nature of the site and its surroundings, higher density residential development as a 100% affordable housing project or an inclusionary project requiring a setaside of units affordable to low and moderate income families is a good option, particularly given a distinct lack of other sites within the Highlands Planning Area of the Township.



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## Legal Basis for Redevelopment in New Jersey

The New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1 et. seq., enables municipalities to take advantage of a broad range of tools that assist in remedying deteriorated conditions and blight or lack of proper utilization of land that ultimately impacts the public good. Areas that exhibit a preponderance of vacant or underutilized structures, or lands that have remained underutilized for a length of time can ultimately impact the viability of surrounding uses to the detriment of the public interest.

Redevelopment starts with the governing body authorizing the Planning Board (or Land Use Board in the case of Pohatcong) to undertake a “Preliminary Investigation” of whether a certain area or group of parcels meet the criteria outlined in N.J.S.A. 40A:12A-5. Changes to the LRHL resulting from court decisions require the governing body, in its resolution authorizing the preliminary investigation, to specify whether condemnation powers will be utilized in redevelopment efforts. In the case of this investigation, the governing body has already determined condemnation powers will not be used, branding this a “non-condemnation redevelopment area”. This means the Township will not seek to condemn any privately owned properties within the Shimer School Redevelopment Area for the purposes of redevelopment and will instead rely on normal market forces to drive the assemblage of land for new development. In this case, the Township Council authorized the redevelopment investigation with adoption of a resolution on September 5, 2018 (see appendix).

While the LRHL does not prescribe an exact form for the preliminary investigation, it must contain, at a minimum, a map of the area studied and the location of parcels included along with a statement as to the basis for the investigation. The Land Use Board is required to hold a public hearing on the preliminary investigation, with notice given to affected property owners and general notice given by publication of the hearing in a newspaper of general circulation. Notice must be published for two consecutive weeks, the second publication occurring at least 10 days prior to the date of the hearing on the preliminary investigation. The hearing is held much like a hearing for land development applications, where interested parties and those immediately affected are afforded the opportunity to speak and enter evidence for the Board’s consideration. At the conclusion of the public hearing, the Board is required to recommend to the governing body that all or any part of the area studied be determined, or not be determined, to be an area in need of redevelopment. The Township of Pohatcong Land Use Board conducted its public hearing on August 13, 2019, in accordance with the above requirements and recommended by resolution that Township Council designate the area studied as an area in need of redevelopment.

Considering the recommendation of the Land Use Board, the governing body may adopt a resolution determining that the area studied, or any part thereof, is an area in need of redevelopment. Once adopted, the resolution must be forwarded to the Commissioner of Community Affairs for review; under certain circumstances explicit approval is required, which must be issued by the Commissioner within 30 days. The governing body must issue a notice of determination within 10 days to all property owners within the delineated area and any person who filed a written objection and

specified an address where a notice of determination must be sent. Township Council designated the Shimer School Redevelopment Area as an area in need of redevelopment via adoption of a resolution on September 17, 2019 (see Appendix). All other requirements have been met and the New Jersey Department of Community Affairs approved the redevelopment designation.

Once an area is determined to be an area in need of redevelopment, the governing body must prepare or authorize the Land Use Board to prepare (as is the case here), a redevelopment plan. The LRHL specifies that “the redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:”

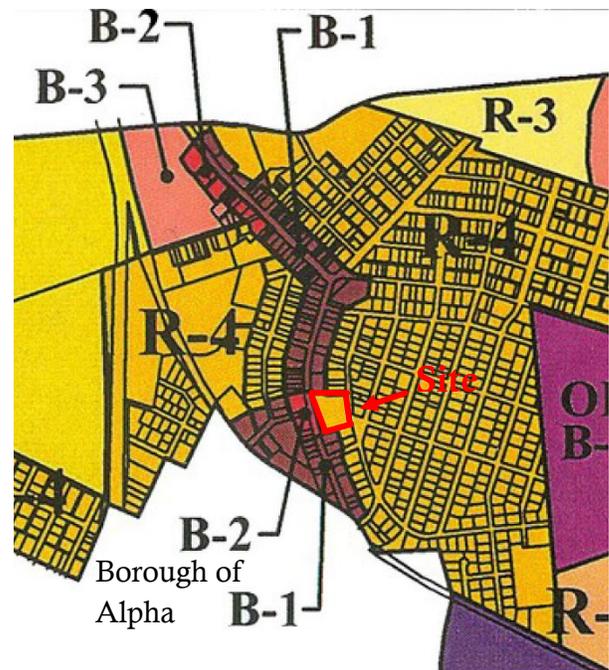
- (1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the project area.
- (3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- (4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited

against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.

Any redevelopment plan may include requirements for the provision of affordable housing, but it must contain discussion on the relationship of the plan to development regulations of the municipality and must be "substantially consistent with" or "designed to effectuate" the municipal master plan. Redevelopment plans are required to be adopted by ordinance and go through the normal procedure undertaken by the governing body for such an action. The only difference in this case is referral of the redevelopment plan to the Land Use Board for review in the context of the master plan. In accordance with the LRHL, if the Land Use Board prepares the redevelopment plan, the governing body need not refer the plan and ordinance back to the Land Use Board for review.

### Existing Zoning

The property is located in the R-4 High-Density Residential district. This district permits single-family dwellings, houses of worship, public and parochial schools, farms, agricultural uses and wireless communications towers and antennas on property owned, leased, or otherwise controlled by the Board of Education. Permitted accessory uses include garages, storage sheds, animal pens for not more than four domestic pets, other normal residential structures (pools, patios, fireplaces), home offices, home occupations, farm stands, housing for farm workers on farms of at least 20 acres and small solar energy systems. Conditionally permitted uses include ECHO units, family child-care centers, wireless communications towers and antennas and small wind energy systems. Single-family lots with public sewer and water must be at least 9,375 square feet in size while houses of worship and schools must be on lots of at least 5 acres.



Surrounding zone districts include the B-1 Professional Office Business district and the B-2 Neighborhood Business District which permit a variety of commercial and office uses.

## **Environmental Constraints**

Block 44, Lot 1 is developed with an existing building and parking area and does not contain any environmental constraints such as streams, wetlands or flood hazard areas. The front of the property slopes sharply down to New Brunswick Avenue with a retaining wall spanning a portion of the lot along the roadway, however these slopes are limited in extent.

## **Redevelopment Plan Objectives**

The following objectives are intended to guide redevelopment of the High Street Redevelopment Area.

1. To encourage innovation in design and reflect changes in land development technology.
2. To provide the opportunity for a range of housing densities within the Township and diversify available housing options.
3. To satisfy the Township's fair share of the region's need for low- and moderate-income housing.
4. To ensure compatibility among land uses.
5. To encourage the highest quality design and architecture.
6. To conserve the value of land.
7. To encourage more efficient use of land, public services and facilities.
8. To encourage attractive and safe residential neighborhoods.
9. To preserve the integrity of adjacent land uses and ensure compatibility of new development with that surrounding the redevelopment area.

## **Development Regulations**

The following section sets forth development regulations applicable to the Shimer School Redevelopment Area. These regulations shall supersede the underlying zoning currently in place for this property, and any redevelopment proposed must be consistent with the requirements of this plan in terms of use, bulk, area and yard requirements as well as design regulations. Any departure from the permitted principal or accessory uses or maximum permitted residential density and/or number of units in this plan must be addressed through amendment of the plan by the Township Council. Any use not permitted, whether principal or accessory, is prohibited. Any departure from the bulk regulations contained in this plan may be approved by the Pohatcong Township Land Use Board in accordance with the same criteria considered for bulk variances under the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-70c(1) or 70c(2). The redeveloper must demonstrate that the departure(s) proposed promote the purposes of the Municipal Land Use Law as outlined in N.J.S.A. 40:55D-2 and the objectives of this redevelopment plan, and that they can be granted without substantial detriment to the public good and that they will not impair the intent and purpose (objectives) of this redevelopment plan. Similarly, any departure(s) from the design regulations contained in section H of this redevelopment plan must be shown to be reasonable and within the general intent of the provisions and must be supported by demonstration that compliance is

impracticable, or will exact undue hardship on the redeveloper because of peculiar conditions relative to the redevelopment parcel.

A. Applicability of other requirements

1. Unless specific requirements set forth in this redevelopment plan provide standards to the contrary, the redeveloper shall be subject to and comply with the provisions of Chapter 224, Site Improvement Standards, Chapter 245, Subdivision and Site Plan Review and Chapter 115, Critical Geologic Areas.
2. The redeveloper shall be exempt from the requirements of Chapter 140, Environmental Impact Statement.
3. The redeveloper shall be subject to and comply with the provisions of Chapter 239, Stormwater Pollution Control and Chapter 240, Stormwater Management.

B. Definitions

1. For the purposes of this redevelopment plan, the following definitions shall be utilized and supersede any definitions contained in Chapter 123.

**APARTMENT BUILDING**

A building containing a minimum of three dwelling units and not exceeding three stories and 45 feet in height. Each apartment unit must consist of a room or a series of connected rooms designed for permanent residency containing living, cooking, sleeping and sanitary facilities for a single housekeeping unit. The dwelling shall be self-contained and shall not require the use of outside stairs, passing through another dwelling unit or indirect route(s) to get to any portion of the dwelling unit, nor shall there be shared facilities with another housekeeping unit.

**HEIGHT, BUILDING**

The vertical distance of a building or detached garage, measured from average grade at the front of a building or detached garage to the highest point of a flat roof or midpoint of a gable or mansard roof. No height limitation in this redevelopment plan shall apply to any of the following structures, provided that such structures are compatible with uses in the immediate vicinity: church spires; monuments; water towers; fire observation towers; silos and other agricultural buildings; windmills; chimneys not exceeding three feet above height of building or structure; flagpoles not exceeding 10 feet above height permitted in this redevelopment plan.

C. Permitted Principal Uses

1. Apartment buildings

D. Permitted Accessory Uses

1. Off-street parking
2. Signs
3. Fences and walls
4. Light fixtures

5. Masonry and fenced trash enclosures
6. Carports intended to support solar panels
7. Solar panels mounted to a roof or carport
8. Electric vehicle charging stations and supporting infrastructure
9. Swales/Rain gardens
10. Uses customarily incidental to a permitted use

E. Affordable Housing

1. A minimum of 20% of the total new units to be constructed within the redevelopment area shall be set aside and made available to low and moderate income households. Affordable housing units shall be developed in compliance with the Township's affordable housing ordinance and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-21). Affordable housing units shall be managed by the redeveloper or his or her designated administrative agent, including but not limited to affirmative marketing, income qualification and records management. The redeveloper or his or her administrative agent shall work with the Township of Pohatcong Municipal Housing Liaison to comply with the reporting requirements of the State.
2. Affordable housing units shall be integrated and developed amongst market rate housing units.

F. Building Height

1. Maximum building height shall be 3 stories and not more than 45 feet.

G. Area, Yard and Bulk Requirements

1. Minimum lot area shall be 1 acre.
2. Minimum setback from New Brunswick Avenue shall be 50'.
3. Minimum setback from Pennsylvania Avenue shall be 30'.
4. Minimum setback from Bergen Street shall be 20'.
5. Minimum side yard setback shall be 20'.
6. Maximum building coverage shall be 30%.
7. Maximum impervious coverage shall be 70%. Pervious materials utilized on-site shall not be considered impervious coverage.
8. Maximum floor area ratio shall be 0.70.
9. Maximum density permitted shall not exceed a total of 48 apartments.
10. Parking and loading requirements.
  - i. All parking stalls shall be setback a minimum of 3' from adjacent properties.
  - ii. Drive aisles shall be a minimum of 24' in width.
  - iii. Access points for structured parking shall be a minimum of 24' in width for two-way traffic.
  - iv. Parking stalls shall measure a minimum of 9' in width and 18' in length.
  - v. No more than 15 parking stalls shall be provided in a row without a curbed landscape island, not including those within parking areas underneath a structure.

- vi. A minimum of 1.5 parking stalls per residential unit shall be provided on-site.
  - vii. All parking areas shall be screened from adjacent properties by evergreen trees and shrubs in accordance with the design standards in section H.3.
11. Accessory structures shall not be located in any required front yard with the exception of permitted signage, light fixtures, off-street parking and walls. A trash enclosure may be located within the required front yard to New Brunswick Avenue provided it is constructed of masonry and is screened from view. Any structures appurtenant to the provision of utilities shall be permitted within the required front yard if deemed necessary by the utility provider.
12. Signage shall comply with requirements set forth in Chapter 285, Zoning, §285-33T.

#### H. Design Standards

1. A 6' solid vinyl fence and evergreen trees shall be provided along the southeastern property line. Evergreen trees shall be a minimum of 6'-8' at time of planting.
2. Walkways
  - i. All walkways on-site shall be a minimum of 4' in width.
  - ii. Walkways that abut parking stalls where vehicles will overhang the curb shall be a minimum of 6' in width.
3. Landscaping
  - i. The redeveloper shall provide a comprehensive landscape plan for the redevelopment project.
  - ii. All landscape areas shall be defined as planting beds dressed with mulch or other suitable groundcover.
  - iii. Landscape areas should be irrigated.
  - iv. Street trees shall be provided along New Brunswick Avenue and Pennsylvania Avenue, outside the right-of-way and in areas where they will not interfere with overhead utility wires. Street trees shall be provided at a rate of one tree for every 40' of frontage but shall be spaced no less than 30' apart nor more than 50' apart.
  - v. A landscape buffer shall be provided between parking stalls and access driveways and Pennsylvania Avenue. The required buffer shall be planted with a variety of deciduous and evergreen trees and shrubs to screen the proposed building from Pennsylvania Avenue. More evergreen trees should be utilized to achieve better screening. Evergreen trees shall be a minimum of 6'-8' at time of planting, deciduous trees shall be a minimum of 2 ½" caliper at time of planting and deciduous trees and shrubs shall be a minimum of 3'-4' in height at time of planting. The buffer should be designed to achieve 85% opacity and screening within 4 years of planting.
  - vi. Landscape islands within parking areas should include swales and/or rain gardens.

- vii. In areas where parking stalls face adjacent properties or the street, or where parking areas are visible from the street, hedges consisting of evergreen plant material a minimum of 3' in height at time of planting shall be installed.
  - viii. All buildings should include foundation plantings consisting of a mix of evergreen and deciduous shrubs, grasses and perennials and annual flowers. A mulched landscape bed a minimum of 3' in width should be provided around the perimeter of the building.
  - ix. Shade trees shall be provided on the site at a rate of 4 shade trees per acre of area to be developed. Shade trees shall be required in addition to street trees and trees required to be planted in curbed islands within parking areas. Shade trees should be planted adjacent to parking areas and buildings.
  - x. Appropriate native species should be utilized to the greatest extent practical.
4. Lighting. Adequate illumination of parking areas and other portions of the premises requiring area lighting shall be provided and shall meet the following criteria:
- i. All lights shall be focused downward so the direct source of light is not visible from adjoining streets or properties.
  - ii. No light source, including sign lights, shall exceed a height of 15 feet.
  - iii. All lights shall be shielded to restrict the maximum apex angle of the cone of illumination to 150°.
  - iv. The light intensity provided at ground level shall be a minimum of 0.5 footcandle in the area of development and shall average a minimum of 1.0 footcandle over the entire area. A uniformity ratio with an average to minimum of 5:1 and a maximum to minimum of 20:1 shall be maintained, except where enhanced security is necessary and at intersections of driveways with public streets. In that case a uniformity ratio with an average to minimum of 5:1 and a maximum to minimum of 15:1 may be utilized.
  - v. The light intensity along any property line shall not exceed 0.3 footcandle or 0.1 footcandle if a residential property line. Where driveways intersect public streets at property lines, a maximum of 2.0 footcandles is permitted at the property line for safety purposes.
  - vi. Provision shall be made for reduction in the intensity of illumination to the minimum needed for security purposes after 10pm.
  - vii. The style of any light or light standard shall be consistent with the architectural style of the principal building.
  - viii. Freestanding lights shall be protected to avoid being damaged by vehicles.
  - ix. Whenever possible, walkways shall be lighted with low bollard or mushroom-type standards.
  - x. Flashing, moving, rotating or strings of lights, except holiday lights, are prohibited.
5. Refuse disposal and recycling.

- i. Appropriate facilities for the storage and disposal of solid waste and recyclable materials shall be provided on site, whether within the structure or parking garage or outdoors.
  - ii. All outdoor facilities for the storage and disposal of solid waste and recyclable materials shall be situated on concrete pads surrounded by masonry walls or solid fencing a minimum of 6' in height with latched or locked gates. Masonry walls and fencing shall match the architectural style of the buildings.
  - iii. Outdoor facilities for the storage and disposal of solid waste and recyclable materials shall be located a minimum of 20' from any property line. Such facilities may be within a front yard but shall not be located within the required front yard setback.
  - iv. Outdoor facilities for the storage and disposal of solid waste and recyclable materials shall be appropriately screened utilizing evergreen shrubs and trees.
6. Architectural design.
- i. Architectural design should seek to achieve compatibility with surrounding land uses and be sympathetic to the general character of uses in the area.
  - ii. Structures should be broken down into multiple bays which should be offset to provide visual interest and avoid long walls on a single horizontal plane.
  - iii. Building facades should be finished in vinyl siding, wood, stone veneer, brick, fiber cement panel and/or cast stone.
  - iv. Building entrances should be articulated so they are easily identifiable utilizing awnings, architectural treatments, recesses or projections.
  - v. Awnings, if used, should have a matte finish and be constructed of colored natural or synthetic canvas, or other materials such as metal or glass.
  - vi. Building roofs should be hipped, gabled or mansard. Flat roof structures are discouraged.
  - vii. Rooftop equipment such as mechanical units, vents and flues should be located centrally on the building roof, to the extent practicable. Any equipment that will likely be visible from publicly accessible areas, adjacent lots and the street should be screened using parapets, pitched roof forms or penthouses. Screening should be composed of materials that are the same or complementary to the building.
  - viii. Ground level mechanical equipment is discouraged. Where no practical alternative exists, such equipment shall be screened from view with plantings or a solid fence.

## **General Provisions**

### **Redevelopment Authority**

The Township Council shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A-12A-4.c for the purposes of implementing this redevelopment plan and carrying out redevelopment projects. In doing so, the Council shall have the powers set forth in N.J.S.A. 40A-12A-15 to effectuate all of its duties and responsibility in the execution and implementation of this redevelopment plan.

### **Land Use Board Review**

Review of applications for development shall be conducted by the Township of Pohatcong Land Use Board pursuant to N.J.S.A. 40:55D-1, et seq. Any departure from the permitted principal or accessory uses or maximum permitted residential density in this plan must be addressed through amendment of the plan by the Township Council. Any departure from the bulk regulations contained in this plan may be approved by the Township of Pohatcong Land Use Board in accordance with the same criteria considered for bulk variances under the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-70c(1) or 70c(2). The redeveloper must demonstrate that the departure(s) proposed promote the purposes of the Municipal Land Use Law as outlined in N.J.S.A. 40:55D-2, and that they can be granted without substantial detriment to the public good and that they will not impair the intent and purpose (objectives) of this redevelopment plan. Similarly, any departure(s) from the design regulations contained in section H of this redevelopment plan must be supported by demonstration that compliance is not possible due to practical difficulties, or that compliance with the regulation would exact undue hardship on the redeveloper.

### **Effect of Land Use Board Approval**

The effect of any Land Use Board approval shall be consistent with the rights granted by the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) except to the extent they may be modified by any redevelopment agreement between the Township and the redeveloper.

### **Acquisition of Property**

No property is proposed to be acquired by public entities in the redevelopment area as part of this redevelopment plan.

### **Relocation Provisions**

No property acquisition will be undertaken by a public entity or utilizing government funds pursuant to this redevelopment plan. Consequently, there will be no displacement of either residents or business that requires a Workable Relocation Assistance Program under N.J.A.C. 5:11-1 et seq.

## **Relationship to Definite Local Objectives**

This redevelopment plan is consistent with the general planning policies of the Township of Pohatcong and those of surrounding municipalities, the County and the State Development and

Redevelopment Plan. While some of the provisions contained in this plan are intended to supersede requirements of the Zoning Ordinance of the Township of Pohatcong, those departures are largely consistent with the intent and purpose of the ordinance and the Township of Pohatcong Master Plan.

The Township's 2013 master plan reexamination report revised the Goals and Objectives of the 2010 reexamination report to better reflect the planning policy of the Township at that time. Relevant goals and objectives include:

- C. Encourage design and development standards which respond to positive aesthetic values of the community.
  - i. Encourage a land use pattern which encourages lower density development in a rural setting in the preservation area.
  - ii. Preserve and enhance historic places and buildings, and encourage the maintenance of historical farms and patterns of building and roads including existing farms.
  - iii. Recognize the existing pattern of development particularly in existing residential neighborhoods and commercial areas in the Planning Area.

Considering the goals and objectives of the master plan, the standards set forth in this redevelopment plan are designed to be consistent with and effectuate the Township's long-standing planning policy. Redevelopment of the parcel that is the subject of this plan will carry out the goal of responding to positive aesthetic values of the Township. It also provides for additional development that assists the Township in meeting its constitutional obligation to provide its fair share of the regions required affordable housing. In doing so at this site, the Township is taking advantage of the portion of the Township within the Highlands Planning Area with a site that has access to sewer and water infrastructure. It also provides additional development opportunity in a portion of the Township that is mixed-use in nature and a center of activity.

### **Significant Relationship of the Redevelopment Plan to Other Municipal, County and State Plans**

#### **Alpha Borough**

The redevelopment area is located near but not adjacent to Alpha Borough. The nearest zoning districts in Alpha along 3<sup>rd</sup> Avenue include the B-1, B-2 and R-4 districts which permit residential and commercial uses.

#### **Warren County**

The Warren County Planning Board adopted its Strategic Growth Plan in 2005. It included the following goals:

1. Preserve and enhance the rural character as well as agricultural, natural, environmental, historic and open space resources and provide incentives to achieve this goal.

2. Focus growth in existing center and provide financial incentives to local government, school districts and developers to achieve this goal.
3. Protect and enhance water quality and quantity.
4. Maintain and improve the existing transportation system to provide safe and efficient mobility and access.
5. Provide safe and efficient alternative modes of transportation to reduce auto dependence.
6. Improve public infrastructure to support existing centers.
7. Encourage desirable development that provides local employment opportunities in existing center.
8. Increase educational and cultural opportunities.
9. Promote inter-municipal, county and state cooperation.
10. Encourage state legislation to provide localities more control over growth.
11. Ensure that benefits and costs of plan implementation are shared equitably among all residents, landowners and businesses in Warren County
12. Provide a mix of housing types.

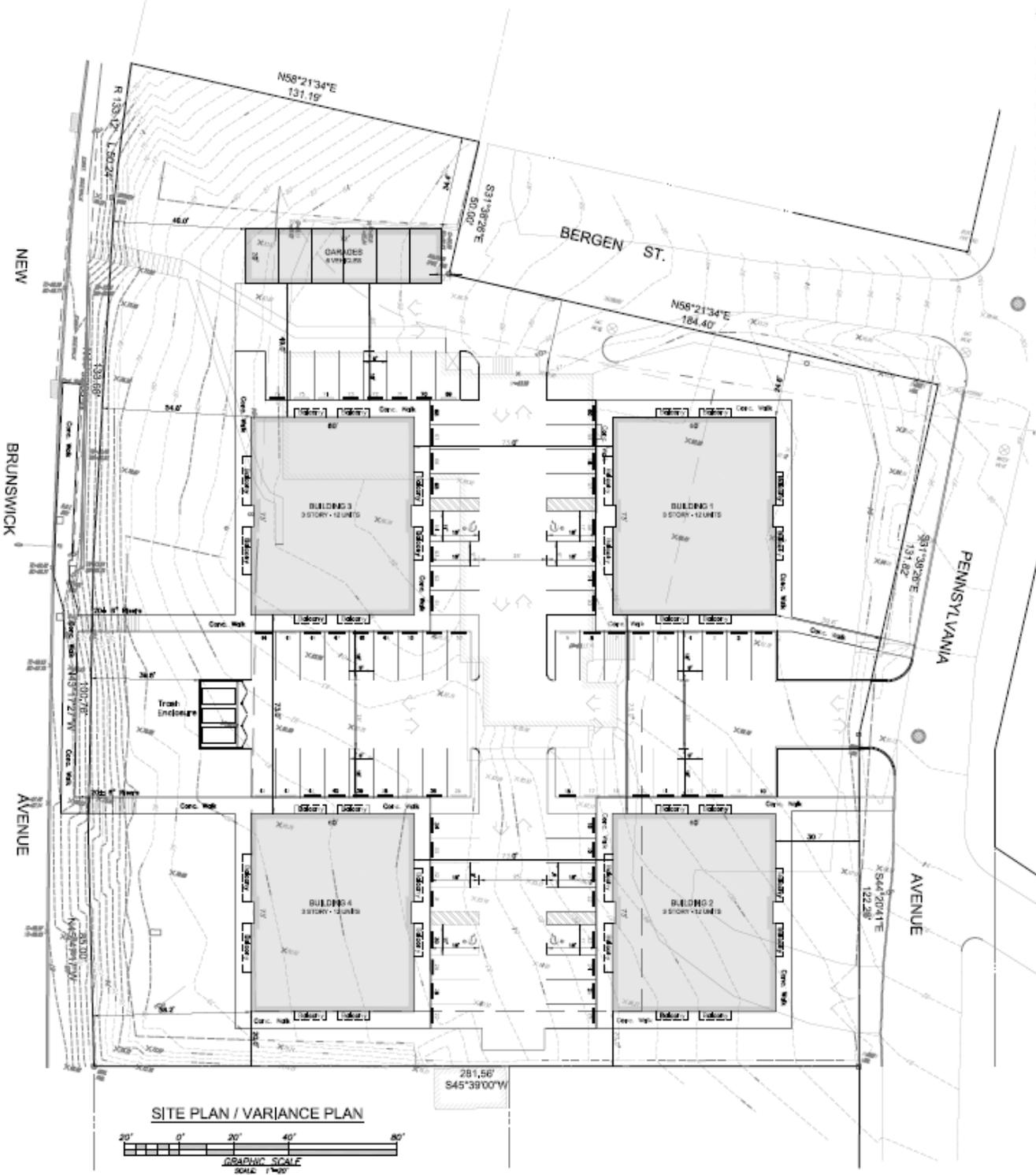
The Shimer School Redevelopment Plan proposes development standards that are generally consistent with the County's Strategic Growth Plan. While the redevelopment area is not within an existing center, it proposes redevelopment within the existing community zone within the Highlands Planning Area, where new growth is permitted and should be focused. Additionally it achieves the goal of providing a mix of housing types, something needed within the Township.

### **State of New Jersey**

The 2001 State Development and Redevelopment Plan classifies the redevelopment area as part of the Highlands Planning Area, subject to regulation by the New Jersey Highlands Council and the Highlands Regional Master Plan. Located within the existing community zone, development of the site is consistent with the Highlands Regional Master Plan.

## Appendices

Concept Plan



**Governing Body Authorizing Resolution**

## RESOLUTION

### **AUTHORIZING AND DIRECTING THE LAND USE BOARD OF THE TOWNSHIP OF POHATCONG TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER A CERTAIN AREA WITHIN THE TOWNSHIP IS A REDEVELOPMENT AREA BLOCK 44, LOT 1 and BLOCK 45.02, LOT 13**

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6, the governing body of the Township of Pohatcong ("Township") is authorized to direct the Land Use Board of the Township of Pohatcong ("Land Use Board") to undertake a preliminary investigation in order to determine whether a certain area within the Township would qualify as an area in need of redevelopment pursuant to the criteria set forth in N.J.S.A. 40A:12A-5; and

**WHEREAS**, the Legislature amended the Local Redevelopment and Housing Law on September 6, 2013 to expand and clarify various provisions of same; and

**WHEREAS**, as a provision of the amendment to N.J.S.A. 40A:12-6, the Legislature has directed that the resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condensation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the powers of eminent domain ("Condensation Redevelopment Area"); and

**WHEREAS**, the Township of Pohatcong does not intend to use all the powers provided by the Legislature for use in a redevelopment area, and specifically, the Township of Pohatcong will not use eminent domain; and

**WHEREAS**, the Mayor and Council desire the Land Use Board to conduct such a preliminary investigation relative to certain properties located within the Township, more specifically identified as Block 44, Lot 1, and Block 45.02, Lot 13, as shown on the Official Tax Map of the Township of Pohatcong (the "Property"); and

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Township of Pohatcong, they being the Governing Body thereof, as follows:

1. The Land Use Board of the Township of Pohatcong is hereby directed to conduct a preliminary investigation to determine whether the aforementioned property, or any portions thereof, constitute an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5;
2. The Land Use Board of the Township of Pohatcong is hereby directed to conduct a preliminary investigation of the aforementioned Property, in

accordance with the requirements set forth in N.J.S.A. 40A: 12A-6, more specifically, to prepare a map showing the boundaries of the potential area in need of redevelopment and locations of the various parcels of property included therein, with a statement setting forth the basis for the investigation appended to the map; to specify a date for a public hearing for the purpose of hearing persons who are interested in, or would be affected by, the determination that the delineated area is an area in need of redevelopment; to give notice of said hearing pursuant to the hearing notice requirements set forth in N.J.S.A. 40A:12A-6(b)(3); to hear and receive into the record any objections to such a determination that the proposed property be designated an area in need of redevelopment; and

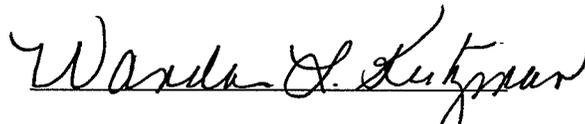
3. After completing its hearing on the matter, the Land Use Board shall recommend that the delineated area, or any part thereof, be determined, or not be determined, by the Municipal Governing Body to be an area in need of redevelopment.

**BE FURTHER IT RESOLVED** that this resolution shall take effect immediately.

Certification:

I, Wanda L. Kutzman, Township Clerk of the Township of Pohatcong, County of Warren and State of New Jersey, DO HEREBY CERTIFY that this is a true and correct copy of a Resolution adopted by the Township Council of the Township of Pohatcong at their regular meeting held on September 5, 2018.

WITNESS, my hand and seal of the Township of Pohatcong on this 6<sup>th</sup> day of September, 2018.



Wanda L. Kutzman, RMC  
Township Clerk

**Governing Body Designating Resolution**

## RESOLUTION

**OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF POHATCONG,  
COUNTY OF WARREN, STATE OF NEW JERSEY, FINDING THAT  
PROPERTY KNOWN AS BLOCK 44, LOT 1 AND BLOCK 45.02, LOT 13, IS AN  
AREA IN NEED OF REDEVELOPMENT UNDER THE CRITERIA SET FORTH  
IN THE NEW JERSEY LOCAL REDEVELOPMENT AND HOUSING LAW,  
N.J.S.A. 40A:12A-1, ET SEQ., AS AMENDED**

**WHEREAS** the Township Council, with the adoption of a Resolution on September 5, 2018, directed the Land Use Board, in accordance with the provisions of the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-5, to conduct a preliminary investigation relative to certain properties known as Block 44, Lot 1 and Block 45.02, Lot 13 as shown on the Official Tax Map of the Township of Pohatcong, and

**WHEREAS** Township Planner, James T. Kyle PP/AICP, assisted the Land Use Board in preparing a "Preliminary Investigation for Determination of a "Non-condemnation Area in Need of Redevelopment" dated July 5, 2019, which included a map of the parcels investigated and the basis for such investigation; and

**WHEREAS** the Land Use Board of the Township of Pohatcong, in accordance with the public notice requirements contained in the New Jersey Local Redevelopment and Housing Law, held a public hearing on August 13, 2019; and

**WHEREAS** at the public hearing, testimony was provided by the Township Planner's office regarding the conditions in the area studied, and whether conditions warranted a finding that the area qualified as a "Non-condemnation Area in Need of Redevelopment" under the New Jersey Local Redevelopment and Housing Law, and members of the public were provided the opportunity to submit written and oral testimony supporting, objecting to or providing comments about the potential designation of the area studied as a "Non-condemnation Area in Need of Redevelopment"; and

**WHEREAS** once the public hearing was completed, the Land Use Board adopted a resolution recommending that Township Council designate the area studied as a "Non-condemnation Area in Need of Redevelopment" in accordance with the New Jersey Local Redevelopment and Housing Law; and

**WHEREAS** the Township Council of the Township of Pohatcong has reviewed the Land Use Board's recommendations and determined it is indeed appropriate to designate the area studied as a "Non-condemnation Area in Need of Redevelopment" in accordance with the New Jersey Local Redevelopment and Housing Law; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Pohatcong, in the County of Warren, State of New Jersey, as follows:

1. The Township Council hereby find and determines that for the reasons set forth more fully by the Land Use Board within the resolution it issued regarding its preliminary investigation of the study area, and as detailed in the document entitled "Preliminary Investigation for Determination of a "Non-Condemnation" Area in Need of Redevelopment", dated July 5, 2019, prepared with the assistance of the Township Planner, the properties designated as Block 44, Lot 1 and Block 45.02, Lot 13, as shown on the Official Tax Map of the Township of Pohatcong, qualify and are hereby determined to constitute a "non-condemnation" area in need of redevelopment under the New Jersey Local Redevelopment and Housing Law.
2. Township Council hereby authorizes the Land Use Board to prepare a redevelopment plan.
3. The Township Clerk is directed to transmit a certified copy of this resolution to all record owners of property within the area in need of redevelopment, all persons or entities whose names are listed on the tax assessor's records as having an interest in the property within the area in need of redevelopment, and upon each person or entity who filed a written objection to the preliminary investigation and stated in such written submission an address to which notice of determination may be sent.
4. This resolution shall take effect as provided within N.J.S.A. 40A:12A-6b(5)(c).

Meeting: September 17, 2019

Certification:

I, Wanda L. Kutzman, Township Clerk of the Township of Pohatcong, County of Warren and State of New Jersey, DO HEREBY CERTIFY that this is a true and correct copy of a Resolution adopted by the Township Council of the Township of Pohatcong at their regular meeting held on September 17, 2019.

WITNESS, my hand and seal of the Township of Pohatcong on this 18<sup>th</sup> day of September, 2019.



Wanda L. Kutzman, RMC  
Township Clerk

**NJ Department of Community Affairs Approval**



State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

KIMBERLY K. HOLMES
Acting Commissioner

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

September 12, 2023

Handwritten notes: 'Email', 'TC', 'K. Bebrook', 'W. Ingram', 'D. Rabb', 'J. Kyle', '-WX'

The Honorable David Slack
Mayor
Township of Pohatcong
50 Municipal Drive
Phillipsburg, New Jersey 08865

RE: Review of September 17, 2019 Resolution Determining Block 44, Lot 1 and Block 45.02, Lot 13 to be an Area in Need of Redevelopment (Non-Condensation)

Dear Mayor Slack:

The Department of Community Affairs (DCA) received the above-referenced resolution on August 17, 2023. The determination area is situated in a Highlands Designated Center where development and redevelopment are encouraged pursuant to State law or regulation. Accordingly, pursuant to N.J.S.A. 40A:12A-6b (5)(c), the redevelopment area determination took effect after transmission to the Commissioner of DCA.

Please note that redevelopment of the determination area remains subject to and must be consistent with the goals and objectives of the Highlands Regional Master Plan. Any redevelopment plans for the site must be reviewed and approved by the Highlands Council prior to formal adoption by the Township. You may contact the New Jersey Highlands Council at (908) 879-6737.

The Township may find the New Jersey Business Action Center (BAC), located in the Department of State, helpful in identifying potential sources of state financing to facilitate the redevelopment of these properties. You may contact the BAC by calling 1-800-Jersey 7 (1-800-537-7397).

This determination is a tribute to the work the Township of Pohatcong has done. Please feel free to contact Keith Henderson at (609) 913-4450 if you need any further assistance.

Sincerely,

Handwritten signature of Kimberly K. Holmes

Kimberly K. Holmes
Acting Commissioner

cc: Wanda Kutzman, Municipal Clerk
Benjamin Spinelli, New Jersey Highlands Council
Donna Rendeiro, State Planning Commission
Keith Henderson, Local Planning Services



## **Appendix 5**

Pohatcong Township  
Warren County

Spending Plan

June 19, 2025

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James T. Kyle, PP, AICP  
New Jersey Professional Planning License No. 5667  
Kyle Planning and Design

The original copy has been signed and sealed in accordance with N.J.A.C. 13:41-1.3

# Township of Pohatcong

County of Warren

Spending Plan

June 2025

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## **INTRODUCTION**

Pohatcong Township has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the region's 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), the applicable regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:96-1 et seq.) as to the fourth round period, covering the period of July 1, 2025 to June 30, 2035.

As part of its strategy to further assist the provision of affordable housing in the Township, Mayor and Council adopted a development fee ordinance applicable only to nonresidential development, with funds collected to be placed in an affordable housing trust fund. The Borough's development fee ordinance is provided in Appendix 9 of the fourth round housing plan. As of June 18, 2025, the balance in the Borough's affordable housing trust fund is \$428,707.

### **1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the period of fourth round substantive certification, reflected in Table 1 on the following page, the Township considered the following:

(a) Development fees:

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 Land Use Board for development approvals that may apply for building permits and certificates of occupancy; and
3. Anticipated future development.

(b) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current annual percentage yield of 0.76% .

**Township of Pohatcong**  
 County of Warren  
 Spending Plan  
 June 2025

Source of Funds	Table 1 Projected Revenues - Affordable Housing Trust Fund - 2025 through 2035											
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development Fees												
1. Development Pending Approval	\$2,055,625	\$2,055,625										\$4,111,250
2. Development Projected												\$0
(b) Interest	\$15,623	\$30,824	\$21,398	\$11,901	\$11,451	\$10,998	\$10,541	\$10,081	\$9,618	\$9,150	\$8,680	\$150,264
<b>Total</b>	<b>\$2,071,248</b>	<b>\$2,086,449</b>	<b>\$21,398</b>	<b>\$11,901</b>	<b>\$11,451</b>	<b>\$10,998</b>	<b>\$10,541</b>	<b>\$10,081</b>	<b>\$9,618</b>	<b>\$9,150</b>	<b>\$8,680</b>	<b>\$4,261,514</b>

**Township of Pohatcong**

County of Warren

Spending Plan

June 2025

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

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

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Alpha Borough's Development Fee Ordinance for both residential and non-residential developments in accordance with COAH's rules, P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7) and P.L. 2009, c. 90 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The Administrative Agent and Municipal Housing Liaison (MHL) will review all requests/proposals for funding from the Borough's Housing Trust Fund to determine consistency with the approved Housing Element/Fair Share Plan and the approved Spending Plan and will prepare a report to the Borough Council with appropriate recommendations. All distributions from the Housing Trust Fund shall be authorized by a Resolution adopted by the Borough Council.

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

(a) **100% Affordable Housing Project**

As outlined in the Township's fourth round Housing Element and Fair Share Plan, Pohatcong will partner with Ingerman for a 100% affordable project of 96 units and the Township will contribute a maximum of \$2.4 million from the trust fund to assist project financing.

(b) **Affordability Assistance (N.J.A.C. 5:97-8.8)**

Based on the projected development fees to be collected less money collected for specific mechanisms, the projected minimum affordability assistance requirement is depicted in Table II on the following page.

**Township of Pohatcong**

County of Warren

Spending Plan

June 2025

Table II Minimum Affordability Assistance - 2025-2035	
Actual Development Fees through 6/5/2025	\$428,707
Development Fees Projected through 6/30/2035	\$4,111,250
Interest Projected 2025-2035	\$150,264
Total	\$4,690,221
Less money collected for specific mechanisms	\$2,400,000
Total	\$2,290,221
30% Affordability Assistance	\$687,066
Projected Minimum Very-Low Income Affordability Assistance	\$206,120

The Township will utilize the minimum 30% of development fees required for affordability assistance, or \$687,066, to render rental units more affordable to low and very low income households as specified in the affordability assistance manual adopted as part of the Housing Element and Fair Share Plan. This includes spending \$206,120 to render units affordable to very low income households.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Based on projected revenues and considering the 20% cap on administrative expenses, the Borough could expend up to \$705,313 on administrative expenses. True expenditures are expected to total less than \$100,000, as little in the way of administration is needed for the programs proposed other than affordability assistance.

Table III Administrative Expenses Maximum - 2025-2035	
Actual Development Fees Through 6/5/2025	\$428,707
Projected Development Fee and Interest Projected - 2025-2035	\$4,261,514
Total	\$4,690,221
20% Maximum	\$938,044

**4. EXPENDITURE SCHEDULE**

Table IV presents an estimated schedule for expenditure of the projected revenues.

# Township of Pohatcong

County of Warren

Spending Plan

June 2025

Program	Expenditure Schedule - Affordable Housing Trust Fund - 2025 through 2035													Total	
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035				
100% Affordable		<b>\$1,200,000</b>	<b>\$1,200,000</b>												<b>\$2,400,000</b>
Affordability Assistance	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	\$63,075	<b>\$693,825</b>
Administrative Expenses	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	<b>\$88,000</b>
<b>Total</b>	<b>\$71,075</b>	<b>\$1,271,075</b>	<b>\$1,271,075</b>	<b>\$71,075</b>	<b>\$3,181,825</b>										

## **Township of Pohatcong**

County of Warren

Spending Plan

June 2025

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### **5. EXCESS FUNDS**

In the event of excess funds, the Township will increase its allocations to the affordability assistance program, to the first month's rent very low income affordability assistance program and to permitted administration expenses (up to the limit of 20 percent of the excess funds collected).

### **6. BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with the Pohatcong's Affordable Housing Ordinance (see Section 6, Subsection 2, Accessibility Requirements).

### **SUMMARY**

The Township of Pohatcong intends to spend affordable housing trust fund revenues pursuant to applicable laws and consistent with the housing programs outlined in the adopted 2025 Fourth Round Housing Element and Fair Share Plan and in this Spending Plan.

The Borough will initially dedicate a total of \$687,066 to the required affordability assistance programs outlined in the affordability assistance manual included with the Township's fourth round plan.

Excess funds, over and above the amounts projected to be collected, will be used to supplement affordability assistance programs and, to the extent available and permitted (up to the 20 percent cap), other administration of the Township's affordable housing programs.

## **Appendix 6**

FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM  
AND RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM

**FOR-SALE UNIT AFFORDABILITY ASSISTANCE PROGRAM**

Down Payment Loan Program

The Township may offer a Down Payment Assistance Loan program to qualified purchasers of households earning 80% or less of median income of the housing region. To be eligible for the loan, the qualified Buyer must be able to supply 3% of the down payment with the Buyer's own funds, plus additional closing costs that exceed the amount of the loan. No gifts or other loans may be used to fund the 3% down payment amount, but may be used to fund additional closing costs. The loan amount may be made up to ten percent (10%) of the purchase price.

The Township must approve the Buyer 's qualifications and need for the loan. The loan has no prepayment penalty. It is due and payable when the Buyer resells, borrows against the property or refinances the First Purchase Money Mortgage. The loan may be subordinated only to the First Purchase Money Mortgage. When calculating the borrowing capacity of the homeowner and the equity in the property, this loan must be included. The Buyer must sign a mortgage and mortgage note to the Township.

Payment of Closing Costs

Eligible Buyers may receive payment of closing costs, i.e., title work and policy, reasonable attorney's fees for closing of title, preparation of survey, homeowners insurance, recording fees and other necessary closing expenses to third parties, not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3,000) per unit. Utility deposits, i.e., gas and electric, paid to utility companies are to be returned to the Township Affordable Housing Trust Fund upon resale of the unit. The buyer will execute documents required to secure payment to the Township of Pohatcong.

Payment of Lender Fees

Eligible Buyers may receive payment of lender fees, i.e., mortgage points, application fees, appraisal fees, bank attorney review fees, and necessary mortgage closing expenses, not to exceed one thousand five hundred dollars (\$1,500.) per unit. This assistance shall be in the form of a grant. Total buyer assistance grants, which include Payment of Closing Costs and Payment of Lender Fees, shall not exceed three thousand dollars (\$3,000) per unit.

Administration of Pohatcong's Affordability Assistance Programs will be managed by the Affordable Housing Administrative Agent. The availability of the program shall be advertised continually on the Township's website. The following administrative process is applied to the For-Sale Unit Affordability Assistance Program:

1. The Buyer contacts the Administrative Agent to confirm that he/she wants to receive Down Payment Assistance.
2. The Buyer must present proof to the Administrative Agent that he/she is qualified for Affordable Housing in the Township.
3. Buyer must produce an exact copy of a signed Real Estate Contract for an affordable housing unit in the Township, which indicates clearly the full amount of the purchase price. Buyer must provide the Administrative Agent with the full name, address, phone number, and fax number of the Buyer's Attorney or Settlement Agent so that the Attorney or Settlement Agent can review and approve any and all documents required for the loan.
4. The Administrative Agent contacts the Realtor or Developer for confirmation of the sale of the unit, and the name of the Attorney handling the sale for the Developer at closing.
5. The amount of the Down Payment Assistance loan is verified (not to exceed ten percent of the Purchase Price) so that a Mortgage Note, Mortgage, and Repayment Agreement can be prepared by the Administrative Agent.
6. The amount of the Down Payment Assistance must be disclosed to the Lender, so that the Lender can accurately prepare the First Mortgage documents. The Buyer must give a copy of the First Mortgage Commitment to the Administrative Agent upon receipt of same, so that the Lender can receive full information about the Down Payment Assistance Loan, which shall constitute a Second Mortgage on the premises. The Lender must approve the secondary financing. The Township Affordable Housing Attorney will contact the Lender once the Affordable Housing Attorney has a copy of the First Mortgage Commitment.
7. The Township Finance Department will generate the necessary forms and obtain Borough Council approval for it to issue an Affordable Housing Trust Fund check payable to the Seller's Attorney or Settlement Agent, so that the Down Payment Assistance check can be deposited into the Seller's Attorney Trust Account or Settlement Agent Trust Account pending Closing of Title. The letter and check to the Seller's Attorney or Settlement Agent shall state that the deposit money must be returned to the Town if the closing is canceled, or if the sale is declared null and void. If

there is a Closing of Title, the Down Payment Assistance money shall be released to the Seller. This money shall be shown on the Closing Statement as a deposit, with credit given at closing to the Buyer. The Buyer must fully execute the Mortgage Note, Mortgage, and Repayment Agreement at the Closing of Title before any money is released.

8. The Seller's Attorney or Settlement Agent shall verify that the Mortgage Note, Mortgage, and Repayment Agreement have been properly executed, and shall file the original Mortgage with the County Clerk to protect the Township's Second Mortgage on the property and return the Filed Mortgage to Affordable Housing Attorney along with the original Mortgage Note and Repayment Agreement.

## **RENTAL UNIT AFFORDABILITY ASSISTANCE PROGRAM**

### Rental Assistance

Pohatcong may offer a Rental Assistance Program that is managed by the Administrative Agent. Eligible recipients of the program are renters who qualify for a very-low, low- or moderate-income rental unit. The following assistance is available to very-low, low- and moderate-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500.) per household.
2. Rental security deposit -Deposits paid to landlord to be returned to the Township's Affordable Housing Trust Fund upon termination of tenancy.
3. First-month rent – first month's rent paid to the landlord.

Administration of Pohatcong's Rental Unit Affordability Assistance Programs will be by the Administrative Agent. The availability of the program shall be advertised continually on the Borough's website. After an applicant is income qualified by the Administrative Agent pursuant to the Uniform Housing Affordability Controls, the applicant will complete and provide an affordability assistance application to the Administrative Agent.

For qualified and approved payment of moving expense, rental security deposit assistance and first month rent assistance, the Administrative Agent will follow the Borough's purchasing and requisition process for generating a check that is made out to the applicant. Once the check is produced, the Administrative Agent provides it to the applicant.

The affordability assistance recipient will sign a contract with the Township which states, at a minimum: the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information if required.

The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within Pohatcong and provided to all administrative agents of affordable units within the Town and advertised on the Town's website.

An income eligible occupant or applicant for an affordable unit within Pohatcong may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

## **Appendix 7**

23-12  
ORDINANCE

**AMENDING THE CODE OF THE TOWNSHIP OF POHATCONG  
REPEALING ARTICLE VII OF THE  
“UNIFORM AFFORDABLE HOUSING PRODUCTION”  
AND REPLACING WITH ARTICLE VII  
“AFFORDABLE HOUSING REQUIREMENTS”**

**WHEREAS**, the Township updates its affordable housing regulations to be consistent with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1), COAH’s substantive rules (N.J.A.C. 5:93), and the Fair Housing Act (N.J.S.A. 52:27D-301. et seq.).

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Township of Pohatcong, in the County of Warren and State of New Jersey as follows:

**Section I.** Section 285-42 entitled “Growth-based production of affordable units” is hereby repealed and replaced in its entirety with “Affordable Housing” and shall be added to the Code to read as follows:

***Section 285-42 “Affordable Housing”***

**§ 285-42. Affordable Housing Obligation: General Program Purposes, Procedures**

- A. This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as 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., except where modified by the requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1), such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable to households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.
- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very- low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.

**§ 285-42.1. Definitions.** As used herein the following terms shall have the following

meanings: 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 ordinance, *N.J.A.C.* 5:91, *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.A.C.* 5:93-7.4; 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 housing development

A housing development of which 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, and/or funded through an affordable housing trust fund.

#### 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.).

#### 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.

#### Alternative living arrangement

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

#### 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.

#### 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.

#### Development Fee

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

#### 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 Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

#### 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.A.C. 5:93-5.

#### 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 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 non-residential 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.

#### 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 or approved by the NJ Superior Court.

#### 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 adopted/approved Regional Income Limits.

#### 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.

#### Special master

An expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

#### UHAC

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.

**§ 285-42.2. Administration of Affordable Units.** The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

A. 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 multi-phase development:

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

B. Design. In inclusionary developments, low- and moderate- income units shall be integrated with the market units.

C. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

D. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

(1) The fair share obligation 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.

(2) In each affordable housing development, the total number of units and within each bedroom distribution shall have at least 50% of the restricted units for low-income households, with at least 13% affordable to very-low-income households.

(3) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

(a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;

(b) At least 30% of all low- and moderate-income units shall be two

bedroom units;

- (c) At least 20% of all low- and moderate-income units shall be three bedroom units; and
  - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- (4) 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.

E. Accessibility Requirements:

- (1) The first floor of all new restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
- (2) All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
  - (a) An adaptable toilet and bathing facility on the first floor;
  - (b) An adaptable kitchen on the first floor;
  - (c) An interior accessible route of travel on the first floor;
    - [1] An interior accessible route of travel shall not be required between stories within an individual unit;
  - (d) 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
  - (e) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-31 1a 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:
    - [1] 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.
    - [2] To this end, the builder of restricted units shall deposit funds within the Township of Pohatcong's affordable housing trust fund sufficient

to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

- [3] The funds deposited under paragraph [b] 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.
- [4] 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 Pohatcong.
- [5] 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 Pohatcong's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
  - (1) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

F. Maximum Rents and Sales Prices.

- (1) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
- (2) 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.
- (3) 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.
  - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
- (4) 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.

- (5) 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:
  - (a) A studio or efficiency unit shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
  - (c) A two-bedroom unit shall be affordable to a three-person household;
  - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
  - (e) A four-bedroom unit shall be affordable to a six-person household.
- (6) 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:
  - (a) A studio or efficiency unit shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
  - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (7) 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.

- (8) 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.
- (9) 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.
- (10) Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
  - (a) Regional income limits shall be established for the Region 5 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 5. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
  - (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

(c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

(11) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent 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.

(12) 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.

G. Condominium and Homeowners Association Fees.

(1) For any affordable housing unit that is part of a condominium association and/or homeowner's 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.

H. Affordable Unit Controls and Requirements

(1) 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.

I. Affirmative Marketing.

(1) The Township shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

(2) 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 5 and covers the period of deed restriction.

- (3) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5, comprised of Burlington, Camden and Gloucester Counties
- (4) 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.
- (5) The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC,; Fair Share Housing Development; Camden County NAACP; the Latino Action Network; Willingboro NAACP; Southern Burlington County NAACP; Burlington County Community Action Program; and the Supportive Housing Association and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
- (6) 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.
- (7) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- (8) 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 Pohatcong.

J. 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 separate bedrooms for parents and children;
  - (c) Provide children of different sexes with separate bedrooms; 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.

K. 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.

L. 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, until the municipality takes action to release the controls on affordability.
- (2) Rehabilitated owner-occupied 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) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (5) 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.

M. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- (1) 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:
  - (a) 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.

N. 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) 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.

O. 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).

P. 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, until the municipality takes action to release the controls on affordability.

- (a) Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- (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 Gloucester. 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 Ordinance, 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.

Q. Price Restrictions for Rental Units; Leases.

- (1) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, 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 Ordinance.

R. 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 (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

S. Conversions.

- (1) Each affordable housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

T. Alternative Living Arrangements.

- (1) The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
  - (a) Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
  - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- (2) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- (3) The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

**§ 285-42.3. Municipal Housing Liaison.**

- (1) The position of Municipal Housing Liaison for the Township of Pohatcong is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Mayor and Committee and be subject to the approval by the Superior Court.
- (2) The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Pohatcong.
- (3) The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- (4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Pohatcong, including the following responsibilities which may not be 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.
- (c) When applicable, supervising any contracting Administrative Agent.
- (d) Monitoring the status of all restricted units in the Township of Pohatcong's Fair Share Plan;
- (e) Compiling, verifying and submitting annual reports as required by the Superior Court;
- (f) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
- (g) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

**§ 285-42.4. Administrative Agent.**

- (1) The Township shall designate by resolution of the Township Mayor and Committee, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- (2) Developers of affordable housing units shall utilize the Township's appointed administrative agent for the administration of affordable units, unless specifically authorized to do otherwise by the Township Mayor and Committee or Planning or Zoning Board. All administration costs, including those of the administrative agent, shall be paid by the developer.
- (3) 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 Superior 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).
- (4) The Administrative Agent 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 Manual, including those set forth in *N.J.A.C. 5:80-26.14*, 16 and 18 thereof, which includes:
  - (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
  - (b) Affirmative Marketing;

- (c) Household Certification;
- (d) Affordability Controls;
- (e) Records retention;
- (f) Resale and re-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 Mayor and Committee, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

**§ 285-42.5. 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:
  - (b) A fine of not more than \$500.00 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;
  - (c) 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 Pohatcong Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- (d) 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.
  - (e) 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.

**§285-42.6. Appeals.** Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

### **Section II. Severability**

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Pohatcong declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

### **Section III. Effective Date.**

This ordinance shall take effect 20 days after passage and publication according to law.

APPROVED:   
Mayor

ATTEST:   
Township Clerk

Introduced: August 15, 2023

Adopted: September 19, 2023

Certification:

I, Wanda L. Kutzman, Township Clerk of the Township of Pohatcong, County of Warren and State of New Jersey, DO HEREBY CERTIFY that this is a true and correct copy of an Ordinance presented and adopted upon second and final reading, after a public hearing at a meeting of the Township Council held on September 19, 2023. This Ordinance was adopted by Council with a vote of 4-0 (ayes: Babinsky, Gray, Melvin, and Slack, nays: none, absent: Stillo).

  
Wanda L. Kutzman, RMC  
Township Clerk

## **Appendix 8**

**TOWNSHIP OF POHATCONG  
WARREN COUNTY, NEW JERSEY**

**RESOLUTION ADOPTING AN AFFRIMATIVE MARKETING PLAN FOR THE TOWNSHIP OF POHATCONG**

**WHEREAS**, in accordance with applicable Council on Affordable Housing (“COAH”) regulations and the New Jersey Uniform Housing Affordability Controls (“UHAC”) N.J.A.C. 5:80-26.1,et seq., the Township of Pohatcong is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 2, the Housing Region encompassing the Township of Pohatcong.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the Township of Pohatcong, County of Warren, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

**Affirmative Marketing Plan**

- A. All affordable housing units in the Township of Pohatcong shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq.
- B. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate-income units, including those that are part of the Township’s prior round Fair Share Plan and its current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- C. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Township of Pohatcong. All the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township, shall undertake all the following strategies:
  - 1. Publication of one advertisement in a newspaper of general circulation within the housing region.
  - 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
  - 3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. 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 or sponsor 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 Housing Region 2 in which the Township is located and covers the entire period of deed restriction for each restricted housing unit.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for very low, low, and moderate-income units shall appear in the Star Ledger, the Express Times, and Warren Reporter.
2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Township's Administrative Agent.

Advertisements will also be placed on the following websites:

Pohatcong Township - <http://www.Pohatcongtpw.org>

New Jersey Housing Resource Center (NJHRC) - <http://www.njhrc.gov>

3. The advertisement shall include a description of the:
  - i. Street address(es) of the units;
  - ii. Directions to the units;
  - iii. Range of prices for the units;
  - iv. Number of bedrooms in the affordable units (bedroom mix);
  - v. Maximum income permitted to qualify for the units;
  - vi. Location of applications;
  - vii. Business hours when interested households may obtain an application;
  - viii. Application fees, if any;
  - ix. Number of units currently available; and
  - x. Anticipated dates of availability.
4. Newspaper advertisements, announcements and information on where to request applications for very low, low, and moderate-income housing shall appear in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily within Warren County and the other two of which shall be circulated primarily outside of Warren County but within the housing region.
5. Advertisements will be broadcast on the following regional cable television station: Service Electric SE2
6. Applications shall be mailed by the Administrative Agent to the prospective applicants upon request. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix I and will also be made available on the Township's website. Also, information on how to apply shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have

internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

7. The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Warren, Essex, Morris, and Union Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers. Please see Appendix II for a complete list.

- i. Quarterly informational flyers shall be sent to each of the following agencies with a request for publication in their journals and for circulation among their members:

Warren County Board of Realtors  
North Central Board of Realtors (Essex and Morris County offices)  
Greater Union County Board of Realtors

- ii. Quarterly informational circulars shall be sent to the administrators of each of the following agencies in the counties of and requests to post same shall be sent to the administrators of each of the following agencies within the counties of Warren, Essex, Morris, and Union:

Welfare or Social Service Board  
Rental Assistance Office (local office of DCA)  
Offices on Aging or Division of Senior Services  
Housing Authority  
Community Action Agencies  
Community Development Departments

- iii. Quarterly informational circulars shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix II in accordance with the Region 2 Affirmative Marketing Plan.

- iv. Quarterly informational circulars and copies of press releases and advertisements of the availability of low and moderate-income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd.  
#775, Brigantine, NJ 08203)

NORWESCAP (350 Marshall Street Phillipsburg, NJ 08865)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

East Orange NAACP (P.O. Box 1127, East Orange, NJ 07019)

Newark NAACP (P.O. Box 1262, Newark, NJ 07101)

Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962)

Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206)

Warren/Sussex NAACP (PO Box 229, Washington, NJ 07882)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

- v. The Administrative Agent will also provide specific direct notice to the following community and regional organizations whenever affordable housing units become available in the Township to the organizations listed below:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)

NORWESCAP (350 Marshall Street Phillipsburg, NJ 08865)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

East Orange NAACP (P.O. Box 1127, East Orange, NJ 07019)

Newark NAACP (P.O. Box 1262, Newark, NJ 07101)

Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962)

Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206)

Warren/Sussex NAACP (PO Box 229, Washington, NJ 07882)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

8. A random selection method to select occupants of very low, low and moderate-income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 2 comprised of Essex, Morris, Union, and Warren Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low

and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.

10. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate-income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of very low, low and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Township-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Pohatcong that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 2, which is attached hereto as Appendix III.
12. The Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, et seq. and the Order granting the Township a Final Judgment of Compliance and Repose.

**BE IT FURTHER RESOLVED** that the appropriate Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.

ATTEST:

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Wanda Kutzman, RMC, CMR, Township Clerk

Appendix I: Pohatcong Township Preliminary Application Distribution List

<b><u>Business Name</u></b>	<b><u>Address1</u></b>	<b><u>City State Zip</u></b>
Warren County North East Branch Library	40 US Highway 46	Hackettstown, NJ 07840
Morris County Library	30 E. Hanover Ave.	Whippany, NJ 07981
Warren County Library Headquarters	199 Hardwick St.	Belvidere, NJ 07823
Warren County Clerk's Office	413 Second Street	Belvidere, NJ, 07823
Warren County/Administration Building	165 County Route 519 South	Belvidere, NJ, 07823
Pohatcong Municipal Building	50 Municipal Drive	Phillipsburg, NJ 08865
Warren County Library – Franklin Branch	1502 Route 57	Washington, NJ, 07882

Appendix II: Pohatcong Township Affirmative Marketing Mailing List

<b>Business Name</b>	<b>Additional name</b>	<b>Address1</b>	<b>Address 2</b>	<b>City State Zip</b>
Roseland Free Public Library		20 Roseland Ave.		Roseland, NJ 07068
West Caldwell Public Library		30 Clinton Rd.		West Caldwell, NJ 07006
South Orange Public Library		65 Scotland Rd.		South Orange, NJ 07079
The Orange Public Library		348 Main St.		Orange, NJ 07050
Verona Free Public Library		17 Gould St.		Verona, NJ 07044
West Orange Free Public Library		46 Mt. Pleasant Ave.		West Orange, NJ 07052
Boonton Holmes Public Library		621 Main St.		Boonton, NJ 07005
Chathams Joint Free Public Library		214 Main St.		Chatham, NJ 07928
Chester Library		250 West Main St.		Chester, NJ 07930
Denville Free Public Library		121 Diamond Spring Rd.		Denville, NJ 07834
Dover Free Public Library		32 E. Clinton St.		Dover, NJ 07801
East Hanover Township Free Public Library		415 Ridgedale Ave.		East Hanover, NJ 07936
Florham Park Free Public Library		107 Ridgedale Ave.		Florham Park, NJ 07932
Harding Township Library		21 Blue Mill Rd.		New Vernon, NJ 07976
Kinnelon Public Library		132 Kinnelon Rd.		Kinnelon, NJ 07405
Lincoln Park Public Library		12 Boonton Turnpike		Lincoln Park, NJ 07035
Long Hill Township Free Public Library		917 Valley Rd.		Gillette, NJ 07980
Mendham Free Public Library		10 Hilltop Rd.		Mendham, NJ 07945
Mendham Township Library		2 East Main St.		Brookside, NJ 07926
Montville Township Public Library		90 Horseneck Rd.		Montville, NJ 07045
Morris County Library		30 E. Hanover Ave.		Whippany, NJ 07981
Morris Plains Library		77 Glenbrook Rd.		Morris Plains, NJ 07950
Morristown-Morris Twp Joint Public Library		1 Miller Rd.		Morristown, NJ 07960
Mount Arlington Public Library		333 Howard Blvd.		Mount Arlington, NJ 07856
Mount Olive Public Library		202 Flanders-Drakestown Rd.		Flanders, NJ 07836

Mountain Lakes Free Public Library	9 Elm Rd.	Mountain Lakes, NJ 7046
Parsippany-Troy Hills Public Library	449 Halsey Rd.	Parsippany, NJ 07054
Randolph Township Free Public Library	28 Calais Rd.	Randolph, NJ 07869
Riverdale Public Library	93 Newark Pompton Tpke	Riverdale, NJ 07457
Rockaway Borough Free Public Library	82 E. Main St.	Rockaway, NJ 07866
Rockaway Township Free Public Library	61 Mount Hope Rd.	Rockaway, NJ 07866
Roxbury Township Public Library	103 Main St.	Succasunna, NJ 07876
Washington Twp Public Library-Morris	37 E. Springtown Rd.	Long Valley, NJ 07853
Wharton Public Library	15 S. Main St.	Wharton, NJ 07885
Whippanong Library-Hanover Township	1000 Route 10	Whippany, NJ 07981
Clark Public Library	303 Westfield Ave.	Clark, NJ 07066
Elizabeth Free Public Library	11 South Broad. St.	Elizabeth, NJ,07202
Fanwood Memorial Library	5 Forrest Road	Fanwood, NJ 07023
Garwood Free Public Library	411 Third Ave.	Garwood, NJ 07027
Hillside Free Public Library	1409 Liberty Avenue	Hillside, NJ 07205
Kenilworth Public Library	548 Blvd.	Kenilworth, NJ 07033
Linden Free Public Library	31 E. Henry St.	Linden, NJ 07036
Mountainside Free Public Library	1 Constitution Plaza	Mountainside, NJ 07092
New Providence Memorial Library	377 Elkwood Ave.	New Providence, NJ 07974
Plainfield Free Public Library	800 Park Ave.	Plainfield, NJ 07060
Rahway Public Library	2 City Hall Plaza	Rahway, NJ 07065
Roselle Free Public Library	104 W. Fourth Ave.	Roselle, NJ 07203
Roselle Park Veterans Memorial Library	404 Chestnut St.	Roselle Park, NJ 07204
Scotch Plains Public Library	1927 Bartle Ave.	Scotch Plains, NJ 07076
Springfield Free Public Library	66 Mountain Ave.	Springfield, NJ 07081
Summit Free Public Library	75 Maple St.	Summit, NJ 07901
Union Free Public Library	1980 Morris Ave.	Union, NJ 07083
Westfield Memorial Library	550 E. Broad. St.	Westfield, NJ 07090
Belvidere Free Public Library	301 Second St.	Belvidere, NJ 07823- 1517

Catherine D. Hofman Library		4 Lambert Rd.	Blairstown, NJ 07825-9348
Hackettstown Public Library		110 Church St.	Hackettstown, NJ 07840-2206
Oxford Public Library		P.O. Box 38	Oxford, NJ 07863-0038
Phillipsburg Free Public Library		200 Frost Ave.	Phillipsburg NJ 08865
W H Walters Free Library		1001 East Blvd	Phillipsburg NJ 08865-4418
Warren Co. Library		199 Hardwick St.	Belvidere, NJ 07823
Warren Co. Library	Franklin Branch	1502 Route 57 W	Washington, NJ 07882-3538
Warren Co. Community College Library		475 Route 57 West	Washington, NJ 07882
Washington Public Library		20 West Carlton Ave.	Washington, NJ 07882-1202
A.J. Seabra inc,		574 Ferry St	Newark, NJ 07105-4402
Applied Business Concepts		324 Bellville Ave.	Bloomfield, NJ 07003
Berkeley College		536 Broad. St.	Newark, NJ 07102
Cambridge Bagel Factory		648 Bloomfield Ave.	Bloomfield, NJ 07003
Hoffman La Roche		340 Kingsland St.	Nutley, NJ 07110
Horizon Blue Cross & Blue Shield		3 Penn Central Railroad	Newark, NJ 07105
Horizon Business Products		753 N. 6th St.	Newark, NJ 07102
IDT Telecom		520 Broad. St.	Newark, NJ 07102
PNC Bank - Bloomfield Center		2 Broad. St.	Bloomfield, NJ 07003
Prudential Financial		751 Broad. St.	Newark, NJ 07102
PSEG		80 Park Plaza	Newark, NJ 07102
Rutgers		1 Washington Place	Newark, NJ 07102
Stanlar Industries		24 Federal Plaza	Bloomfield, NJ 07003
Verizon Business		271 Mount Pleasant Ave.	West Orange, NJ 07090
AT&T		15 Midlan Ave #1	Paramus, NJ 07932
Atlantic Health System- Morristown Memorial Hospital		100 Madison Ave.	Morristown, NJ 07962
Honeywell		101 Columbia Rd	Morristown, NJ 07960
Kraft foods		100 Deforest Ave.	East Hanover, NJ 07936

Lucent Technologies	24 Mountain Ave.	Mendham, NJ 07945
Mennen Sports Arena	161 E Hanover Ave.,	Morristown, NJ 07963
Novartis Pharmaceutical	59 State Route 10	East Hanover, NJ 07936
Pfizer	400 Webro Rd.	Parsippany, NJ 07054
St. Clare's Hospital	130 Powerville Rd.	Boonton Township, NJ 07005
St. Clare's Hospital	and 25 Pocono Rd.	Denville, NJ 07834
St. Clare's Hospital	and 400 West Blackwell St.	Dover, NJ 07801
St. Clare's Hospital	and 3219 Route 46 East, Suite 110	Parsippany, NJ 07054
UNION COUNTY College	1033 Springfield Ave.	Cranford, NJ 07016
A&M Industrial Supply Co	1414 Campbell St	Rahway, NJ 07065
Comcast Network	800 Rahway Ave.	Union, NJ 07084
Howard Press	450 West First Ave.	Roselle, NJ 07203
Lucent Technologies	600 Mountain Ave.	Murray Hill, NJ 07974-2008
Rahway Hospital	865 Stone St.	Rahway, NJ 07065
Rotuba Extruders, Inc	1401 Park Ave. South	Linden, NJ 07036
ARC Warren County	319 W. Washinton Ave. #2	Washington, NJ 07882
Asbury Graphite	P.O. Box 144	Asbury, NJ 08802
Atlantic States Cast Iron Pipe Co.	183 SitgreAve.s St.	Phillipsburg, NJ 08865
Bihler of America	85 Industrial Dr.	Alpha, NJ 08865
Blair Academy	1 Park St.	Blairstown, NJ 07825
Captive Plastics, Inc.	190 Strykers Rd.	Phillipsburg, NJ 08865
Centenary College	400 Jefferson St	Hackettstown, NJ 07840
Hackettstown Hospital	651 Willow Grove St.	Hackettstown, NJ 07840
Hunterdon Transformer	75 Industrial Dr.	Phillipsburg, NJ 08865
Lopatcong Care Center	390 Red School La	Phillipsburg, NJ 08865
Masterfoods	800 High St.	Hackettstown, NJ 07840
Nova Borealis Compounds LLC	176 Thomas Rd.	Port Murray, NJ 07865

Pechiney	191 Route 31 North	Washington, NJ 07882
Roche Vitamins	206 Roche Dr.	Belvidere, NJ 07823
Warren Hospital	185 Roseberry St.	Phillipsburg, NJ 08865
Comcast of Northwest NJ	155 Port Murray Rd.	Port Murray, NJ 07865
Star-Ledger	1 Star Ledger Plaza	Newark, NJ 07102
Agape Worship Center	33 West St. #100	Bloomfield, NJ 07003
Bethany United Presbyterian	293 West Passaic Ave.	Bloomfield, NJ 07003
Bethel Church of Love & Praise	55 Lawrence St.	Bloomfield, NJ 07003
Bloomfield Presbyterian	147 Broad. St.	Bloomfield, NJ 07003
Brookdale Baptist Church	1350 Broad. St.	Bloomfield, NJ 07003
Christ Temple Church of God	498 Watchung Ave.	Bloomfield, NJ 07003
Christian Bible Center	430 Franklin St.	Bloomfield, NJ 07003
Christian Faith Center	132 Montgomery St.	Bloomfield, NJ 07003
First Baptist Church	1 Washington St.	Bloomfield, NJ 07003
Korean United Presbyterian Church	27 Bay Ave.	Bloomfield, NJ 07003
New Life Christian Church	12 Prospect St.	Bloomfield, NJ 07003
New Light Baptist Church	91 Dewey St.	Bloomfield, NJ 07003
Park United Methodist Church	12 Park St.	Bloomfield, NJ 07003
Personnel Board of the Newark Archdiocese	194 Broad. St.	Bloomfield, NJ 07003
Presbyterian Church on the Green	147 Broad. St.	Bloomfield, NJ 07003
Presbytery of Newark	192 Broad. St.	Bloomfield, NJ 07003
Sacred Heart Church	76 Broad. St.	Bloomfield, NJ 07003
Saint Thomas the Apostle	60 Byrd Ave.	Bloomfield, NJ 07003
Saint Valentines	120 North Spring St.	Bloomfield, NJ 07003
Skyline Community Church	71 Park Ave.	Bloomfield, NJ 07003
Temple Ner Tamid	936 Broad. St.	Bloomfield, NJ 07003
Union Baptist Church	21 Conger St.	Bloomfield, NJ 07003
Watchung Presbyterian Church	375 Watchung Ave.	Bloomfield, NJ 07003
Mountaintop Church	6 Naughtright Rd.	Hackettstown, NJ 07840
St. James Episcopal Church	214 Washington St.	Hackettstown, NJ 07840
Washington Assembly of God Church	33 Brass Castle Rd.	Washington, NJ 07882

Belleville Senior Center			315 Belleville Ave.		Belleville, NJ 07109
Belleville Senior Citizen Club			125 Franklin Ave.		Belleville, NJ 07109
Essex Co. Board of Social Services			50 South Clinton		East Orange, NJ 07018
Essex Co. Community Action			50 South Clinton #3		East Orange, NJ 07018
Essex Co. Division of Senior Services			900 Bloomfield Avenue		Verona, NJ 07044
Essex Co. Division of Welfare			18 Rector St. - 9th Floor		Newark, NJ 07102
Fairfield Golden Age Club			230 Fairfield Rd.		Fairfield, NJ 07004
Grover Cleveland Senior Center		Borough of Caldwell	1 Provost Square		Caldwell, NJ 07006
Morris Co. Department of Senior, Disability and Veteran Services			340 W. Hanover Ave		Morris, NJ 07961
Morris Co. Family Services			62 Elm St.		Morristown, NJ 07963
Morris Co. Human Services			30 Schuyler Place		Morristown, NJ 07960
Morris Co. Office of Assistance			P.O. Box 900	340 W. Hanover	Morristown, NJ 07963
Community Access Unlimited			80 Grand St., # 2		Elizabeth, NJ 07202
Jewish Family Service of Central Jersey			655 Westfield Ave.		Elizabeth, NJ 07202
Salvation Army			1005 East Jersey St.		Elizabeth, NJ 07202
UNION Co. Social Services Department			342 Westminster Ave.		Elizabeth, NJ 07202
North West NJ Community Action Program			350 Marshall St.		Phillipsburg, NJ 08865
Warren Co. Divi. of Aging and Disability Svcs.		Wayne Dumont, Jr. Admin. Bldg.	165 County Route 519 South		Belvidere, NJ 07823-1949
Warren Co. Administration Building			165 County Route 519 South		Belvidere, NJ 07823
Warren Co. Division of Senior Services		Wayne Dumont Jr. Admin. Bldg.	165 County Rte 519 So.		Belvidere, NJ 07823
Warren Co. Social Services		Court House Annex	501 Second St.		Belvidere, NJ 07823
St. Barnabas Hospital			94 Old Short Hills Road		Livingston, NJ 07039
St. Barnabas Hospital Ambulatory Care			200 South Orange Avenue		Livingston, NJ 07039
Care One			68 Passaic Ave		Livingston, NJ 07039
Livingston Board of Education			11 Foxcroft Drive		Livingston, NJ 07039
ARC of Essex County			123 Naylor Ave		Livingston, NJ 07039
Summit Medical			75 E. Northfield Road		Livingston, NJ 07039
Essex Regional Health			204 Hillside Ave		Livingston, NJ 07039

United Way of North Essex	60 East Willow Street	Millburn, NJ 07041
Westfield United Way Fund	301 North Avenue West	Westfield, NJ 07090
United Way of Greater Union County	33 West Grand Street	Elizabeth, NJ 07202
United Way of Northern New Jersey	PO Box 1948	Morristown, NJ 07962
United Way of Essex and West Hudson	303 Washington Street	Newark, NJ 07102
Urban League of Union County	288 N Broad St #2	Elizabeth, NJ 07208
Fair Share Housing Center	510 Park Blvd	Cherry Hill, NJ 08002
New Jersey State Conference of the NAACP	4326 Harbor Beach Blvd. #775	Brigantine, NJ 08203
Latino Action Network	PO Box 943	Freehold, NJ 07728
Warren/Sussex County Branch Unit of the NAACP	President: Charles Boddy PO Box 229	Washington 07882
Women Helping Women	530 Elm St	Westfield, NJ 07090
East Orange NAACP	PO Box 1127	East Orange, NJ 07019
Newark NAACP	PO Box 1262	Newark, NJ 07101
Morris Co. NAACP	PO Box 2256	Morristown, NJ 07962
Elizabeth NAACP	PO Box 6732	Elizabeth, NJ 07206
Supportive Housing Association	185 Valley St.	South Orange, NJ 07079
St. Agnes RC Church	332 Madison Hill Road	Clark, NJ 07066
St. John the Apostle Church	1805 Penbrook Terrace	Linden, NJ 07036
Jehovah's Witness	1170 Old Raritan Road	Clark, NJ 07066
Union County Baptist Church	4 Valley Road	Clark, NJ 07066
St. Helen's RC Church	1600 Rahway Ave.	Westfield, NJ 07090
Zion Lutheran Church	559 Raritan Rd.	Clark, NJ 07066
Osceola Presbyterian Church	1689 Raritan Rd.	Clark, NJ 07066
Cranford United Methodist Church	201 Lincoln Ave.	Cranford, NJ 07016
Garwood Presbyterian Church	341 Spruce Ave.	Garwood, NJ 07027
Oasis Christian Center	2052 St. Georges Ave.	Rahway, NJ 07065
Holy Trinity RC Church	31 1st Street	Westfield, NJ 07090
St. Michael's RC Church	40 Alden Street	Cranford, NJ 07016
Liquid Church	213 Center Street	Garwood, NJ 07027
American Legion	78 Westfield Ave.	Clark, NJ 07066

Veteran's of Foreign Wars (VFW)	6 Broadway	Clark, NJ 07066
Veteran's of Foreign Wars (VFW)	479 South Ave.	Cranford, NJ 07016
L'Oreal	222 Terminal Ave.	Clark, NJ 07066
Kerry Industries	160 Terminal Ave.	Clark, NJ 07066
Catholic Charities	505 South Ave	Cranford, NJ 07016
Avaya Inc. Headquarters	350 Mt Kemble Ave	Morristown, NJ 07960
Greater Union County Board of Realtors	767 Central Ave	Westfield, NJ 07090
North Central Board of Realtors	910 Mt. Kemble Avenue	Morristown, NJ 07960
North Central Board of Realtors	375 Broad Street	Bloomfield, NJ 07003
Warren County Board of Realtors	292 Route 46W	Oxford, NJ 07863-0038
Union County Division on Aging	342 Westminster Ave.	Elizabeth, NJ 07202
Warren County Housing Authority	415 Front Street	Belvidere, NJ 07823-1532
Union County Housing Authority	1 Elizabethtown Plaza 5th Floor	Elizabeth, NJ 07202-3467
Morris County Housing Authority	99 Ketch Road	Morristown, NJ 07960-2606
Essex County Division of Housing and Community Development	50 South Clinton Street, Suite 5400	East Orange, NJ 07018
Morris County Office of Community Development	1 Medical Drive	Morris Plains, NJ 07950

**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**  
**For Affordable Housing in (REGION 2)**

**I. APPLICANT AND PROJECT INFORMATION**

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number  TBD		1b. Development or Program Name, Address  Various	
1c. Number of Affordable Units: 174  Number of Rental Units: 174  Number of For-Sale Units: 0	1d. Price or Rental Range  From  To	1e. State and Federal Funding Sources (if any)	
1f.  <input type="checkbox"/> Age Restricted  <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: _____ Occupancy: _____		
1h. County <b>Essex, Morris, Union, Warren</b>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

**II. RANDOM SELECTION**

<p>2. Describe the random selection process that will be used once applications are received.</p> <p>The Administrative Agent will assign random numbers to each applicant through a computerized random number generator. The lottery numbers will begin after the last existing lottery number on the Pohatcong waiting list. Applicants with existing lottery numbers will retain their lottery numbers.</p> <p>After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date).</p> <p>In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.</p> <ul style="list-style-type: none"> <li>• <b>Regional Preference:</b> Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.</li> <li>• <b>Household Size:</b> Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each</li> </ul>
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bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, if overcrowding is not a factor. A household can be eligible for more than one unit category.

- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physically disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require because of their disability.

### III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

- White (non-Hispanic)   
  Black (non-Hispanic)   
  Hispanic   
  American Indian or Alaskan Native  
 Asian or Pacific Islander   
  Other group:

3b. **HOUSING RESOURCE CENTER** ([www.njhousing.gov](http://www.njhousing.gov)) A free, online listing of affordable housing

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Daily Newspaper			
X	Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all available units have been leased or sold.	Star-Ledger	All of Region 2
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
Daily Newspaper			
<input type="checkbox"/>		Daily Record	Morris
X		Express Times	Warren
Weekly Newspaper			
<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<input type="checkbox"/>		Bloomfield Life	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex

<input type="checkbox"/>		Independent Press	Essex
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex
<input type="checkbox"/>		Observer	Essex
<input type="checkbox"/>		Orange Transcript	Essex
<input type="checkbox"/>		Progress	Essex
<input type="checkbox"/>		Vailsburg Leader	Essex
<input type="checkbox"/>		Verona-Cedar Grove Times	Essex
<input type="checkbox"/>		West Essex Tribune	Essex
<input type="checkbox"/>		West Orange Chronicle	Essex
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Chatham Courier	Morris
<input type="checkbox"/>		Chatham Independent Press	Morris
<input type="checkbox"/>		Citizen of Morris County	Morris
<input type="checkbox"/>		Florham Park Eagle	Morris
<input type="checkbox"/>		Hanover Eagle	Morris
<input type="checkbox"/>		Madison Eagle	Morris
<input type="checkbox"/>		Morris News Bee	Morris
<input type="checkbox"/>		Mt. Olive Chronicle	Morris
<input type="checkbox"/>		Neighbor News	Morris
<input type="checkbox"/>		Randolph Reporter	Morris
<input type="checkbox"/>		Roxbury Register	Morris
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Clark Patriot	Union
<input type="checkbox"/>		Cranford Chronicle	Union
<input type="checkbox"/>		Echo Leader	Union

<input type="checkbox"/>		Elizabeth Reporter	Union
<input type="checkbox"/>		Hillside Leader	Union
<input type="checkbox"/>		Leader of Kenilworth & Roselle Park	Union
<input type="checkbox"/>		Madison Independent Press, The	Union
<input type="checkbox"/>		Millburn and Short Hills Independent Press	Union
<input type="checkbox"/>		News Record	Union
<input type="checkbox"/>		Record-Press	Union
<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union
<input type="checkbox"/>		Spectator Leader	Union
<input type="checkbox"/>		Union Leader	Union
<b>X</b>		Warren Reporter	Warren

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL TV STATION(S)</b>	<b>CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co.	

		(General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<b>X</b>		SE2 Service Electric	Warren
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Essex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Essex, Union
<input type="checkbox"/>		60 W60AI Ventana Television, Inc	Essex, Union
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Morris
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
<input type="checkbox"/>		23 W23AZ Centenary College	Morris, Warren
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Morris, Warren
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren

<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Warren
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Warren
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Warren
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Warren
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Warren
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF CABLE PROVIDER(S)</b>	<b>BROADCAST AREA</b>
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<input type="checkbox"/>		Cablevision of Newark	Partial Essex
<input type="checkbox"/>		Comcast of NJ (Union System)	Partial Essex, Union
<input type="checkbox"/>		Cablevision of Oakland	Partial Essex, Morris
<input type="checkbox"/>		Cable Vision of Morris	Partial Morris
<input type="checkbox"/>		Comcast of Northwest NJ	Partial Morris, Warren
<input type="checkbox"/>		Patriot Media & Communications	Partial Morris
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Morris, Warren
<input type="checkbox"/>		Cablevision of Elizabeth	Partial Union
<input type="checkbox"/>		Comcast of Plainfield	Partial Union
<input type="checkbox"/>		Cable Vision of Morris	Partial Warren
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Warren

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL RADIO STATION(S)</b>	<b>BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION</b>
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			OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
AM			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)

<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union
<input type="checkbox"/>		WLIB 1190	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)
<input type="checkbox"/>		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union

<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris
<input type="checkbox"/>		WNNJ-FM 103.7	Morris, Warren
<input type="checkbox"/>		WMGQ 98.3	Union
<input type="checkbox"/>		WCTO 96.1	Union, Warren
<input type="checkbox"/>		WNTI 91.9	Warren
<input type="checkbox"/>		WSBG 93.5	Warren
<input type="checkbox"/>		WZZO 95.1	Warren
<input type="checkbox"/>		WAEB-FM 104.1	Warren
<input type="checkbox"/>		WHCY 106.3	Warren

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)  
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Italian Tribune	North Jersey/NYC area	Italian community

<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community

**Essex County**

<input type="checkbox"/>		Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>		Verizon Communications	540 Broad St Newark, NJ 07102
<input type="checkbox"/>		Prudential Financial, Inc.	751 Broad St Newark, NJ 07102
<input type="checkbox"/>		Continental Airlines	1 Newark Airport, Newark, NJ
<input type="checkbox"/>		University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103
<input type="checkbox"/>		Public Service Enterprise Group	80 Park Plz Newark, NJ 07102
<input type="checkbox"/>		Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
<input type="checkbox"/>		Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz W Newark, NJ 07102
<input type="checkbox"/>		Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>		Horizon Blue Cross & Blue Shield of NJ	540 Broad St Newark, NJ 07102

**Morris County**

<input type="checkbox"/>		Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue Morristown, NJ 07962
<input type="checkbox"/>		AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
<input type="checkbox"/>		US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
<input type="checkbox"/>		Lucent Technologies	67 Whippany Rd, Whippany, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ

<input type="checkbox"/>		Pfizer	Morris Plains/Parsippany
<input type="checkbox"/>		Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
<input type="checkbox"/>		Kraft foods	200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany, NJ
<input type="checkbox"/>		Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
<input type="checkbox"/>		Honeywell	101 Columbia Rd Morristown, NJ 07960
<input type="checkbox"/>		Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
<input type="checkbox"/>		St. Clare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ 07054

**Union County**

<input type="checkbox"/>		A&M Industrial Supply Co	1414 Campbell St Rahway
<input type="checkbox"/>		A.J. Seabra inc,	574 Ferry St Newark
<input type="checkbox"/>		Bristol-myers Products Research & Dev	1350 Liverty Ave Hillside
<input type="checkbox"/>		Cede Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
<input type="checkbox"/>		Comcast Network	800 Rahway Ave Union, NJ
<input type="checkbox"/>		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
<input type="checkbox"/>		IBM Corporation	27 Commerce Drive Cranford, nj
<input type="checkbox"/>		Howard Press	450 West First Ave Roselle,nj
<input type="checkbox"/>		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
<input type="checkbox"/>		Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
<input type="checkbox"/>		Rahway Hospital	865 Stone Street Rahway, NJ
<input type="checkbox"/>		Rotuba Extruders, Inc	1401 Park Ave South Linden
<input type="checkbox"/>		Union County College	1033 Springfield Ave Cranford,NJ

**Warren County**

<input type="checkbox"/>		Masterfoods USA	800 High Street Hackettstown, NJ
<input type="checkbox"/>		Warren Hospital	185 Roseberry St Phillipsburg, NJ
<input type="checkbox"/>		Roche Vitamins	206 Roche Drive Belvidere, NJ
<input type="checkbox"/>		Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ

<input type="checkbox"/>		Pechiney	191 Route 31 North Washington, NJ
<input type="checkbox"/>		Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
<input type="checkbox"/>		Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies) <b>See appendix II of Pohatcong Affirmative Marketing Plan</b>
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) <b>See appendix II of Pohatcong Affirmative Marketing Plan</b>
3g. Direct notification of the availability of affordable housing units, along with copies of application forms shall be provided to the following locations: <ul style="list-style-type: none"> <li>• Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)</li> <li>• New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)</li> <li>• NORWESCAP (350 Marshall Street Phillipsburg, NJ 08865)</li> <li>• The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)</li> <li>• East Orange NAACP (P.O. Box 1127, East Orange, NJ 07019)</li> <li>• Newark NAACP (P.O. Box 1262, Newark, NJ 07101)</li> <li>• Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962)</li> <li>• Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206)</li> <li>• Warren/Sussex NAACP (PO Box 229, Washington, NJ 07882)</li> <li>• Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)</li> </ul>

#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies) <b>See appendix II of Pohatcong Affirmative Marketing Plan</b>
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person) <b>See appendix II of Pohatcong Affirmative Marketing Plan</b>
4c. Sales/Rental Office for units (if applicable)

#### V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
Name (Type or Print)	
Title/Municipality	
Signature	Date

## **Appendix 9**

**23-13**  
**ORDINANCE**

**ESTABLISHING CHAPTER 184 OF THE CODE OF THE  
TOWNSHIP OF POHATCONG ENTITLED  
“AFFORDABLE HOUSING DEVELOPMENT FEES”**

**WHEREAS**, the Township updates its affordable housing regulations to be consistent with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1), COAH’s substantive rules (N.J.A.C. 5:93), and the Fair Housing Act (N.J.S.A. 52:27D-301. et seq.).

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Township of Pohatcong, in the County of Gloucester and State of New Jersey as follows:

**Section I.** Chapter 184 entitled “Affordable Housing Development Fees” is hereby established and shall be added to the Code to read as follows:

***Chapter 184 “Affordable Housing Development Fees”***

**§ 184-1 Purpose**

This article establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (N.J.S.A. 52:27D-329.2), the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), and the Township’s 2023 Amended Settlement Agreement with Fair Share Housing Center. Fees collected pursuant to this article shall be used for the purpose of providing very-low, low- and moderate-income housing in accordance with a Court-approved spending plan.

**§ 184-2 Basic Requirements**

- A. This chapter shall not be effective until approved by Superior Court.
- B. The Township of Pohatcong shall not spend development fees until the Court has approved a plan for spending such fees (spending plan).

**§ 184-3 Definitions**

The following terms when used in this Ordinance shall have the meaning given in this Section.

“Affordable Housing Development” shall mean a development included in the Housing

Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored construction project or a 100% affordable housing development.

“COAH or the Council” shall mean the New Jersey Council on Affordable Housing established under the Fair Housing Act, or any successor agency charged with the administration of the Act.

“Court” shall mean the Superior Court of New Jersey, Law Division.

“Developer” shall mean 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” shall mean money paid by a developer for the improvement of property as authorized by *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, et seq., and regulated by applicable COAH Rules.

“Equalized Assessed Value” shall mean 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 Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through c).

“Green Building Strategies” shall mean 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.

#### **§ 184-4 Residential Development Fees**

- A. The Township has chosen not to impose residential development fees.

#### **§ 184-5 Nonresidential Development Fees**

- A. Imposed Fees.
  - (1) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

- (2) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for non-residential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- (2) The 2.5 percent fee 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 the payment of nonresidential development fees in accordance with the exemptions allowed pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." 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 the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as 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 for 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 Pohatcong as a lien against the real property of the owner.

**§ 184-6 Collection procedures**

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the 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 Non-Residential Development Certification/Exemption" to be completed 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 Pohatcong 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 Section 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 time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the issuance of the certificate of occupancy. No certificate of occupancy shall be issued to the developer until all remaining developer fees have been paid in full.
- 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 Pohatcong Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.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 non-residential 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 Pohatcong Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.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.

#### **§ 184-7 Affordable Housing Trust Fund**

- A. There is hereby created a separate, interest-bearing Housing Trust Fund to be maintained by the 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 adaptable entrances in a townhouse or other multistory attached dwelling unit 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 Pohatcong's affordable housing program.

C. In the event of a failure by the Township of Pohatcong to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved spending plan and to expend funds within the applicable required time period as set forth in *In re Tp. of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services ("LGS"), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Pohatcong, or, if not practicable, then within the County.

- (1) Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the noncompliant condition(s), and upon a finding of continuing and deliberate noncompliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also

impose such other remedies as may be reasonable and appropriate to the circumstances.

- D. All interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

**§ 184-8 Use of Funds**

- A. The expenditure of all funds shall conform to a spending plan approved by the Superior Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address Pohatcong Township'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; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; 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; and/or any other activity permitted by the Court and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Pohatcong Township for past housing activities.
- C. At least 30% of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, 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 the median income for Housing Region \_\_, in which Pohatcong is located.
  - (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. The specific programs to be used for

affordability assistance shall be identified and described within the spending plan.

(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. The specific programs to be used for very-low-income affordability assistance shall be identified and described within the spending plan.

(3) Payments in lieu of constructing affordable housing units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. Pohatcong Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

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 consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

(1) In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses.

(2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

### **§ 184-9 Monitoring**

A. The Township of Pohatcong shall provide annual reporting of Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, COAH or Local Government Services or other entity designated by the State of New Jersey, and Fair Share Housing Center, as well as posting it to the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, COAH or Local Government

Services, or any other forms endorsed by the Special Master and Fair Share Housing Center

**§ 184-10 Ongoing collection of fees**

- A. The ability of Pohatcong Township to impose, collect and expend development fees shall be permitted through the expiration of the repose period covered by its judgment of compliance and shall continue thereafter so long as Pohatcong Township has filed an adopted Housing Element and Fair Share Plan with the Court or with a designated state administrative agency, has petitioned for a judgment of compliance from the Court or for substantive certification or its equivalent from a state administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its development fee ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
- B. If the Township of Pohatcong fails to renew its ability to impose and collect development fees after the expiration of its judgment of compliance and repose, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).
- C. After the expiration of the judgment of compliance and repose, if the Township does not pursue or obtain continued authorization, Pohatcong Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval, retroactively impose a development fee on such a development, or expend any of its collected development fees.

**Section II. Severability**

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Pohatcong declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

**Section III. Effective Date.**

This ordinance shall take effect 20 days after passage and publication according to law.

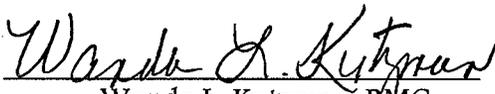
APPROVED:   
Mayor

ATTEST:   
Township Clerk

Introduced: August 15, 2023  
Adopted: September 19, 2023

Certification:

I, Wanda L. Kutzman, Township Clerk of the Township of Pohatcong, County of Warren and State of New Jersey, DO HEREBY CERTIFY that this is a true and correct copy of an Ordinance presented and adopted upon second and final reading, after a public hearing at a meeting of the Township Council held on September 19, 2023. This Ordinance was adopted by Council with a vote of 4-0 (ayes: Babinsky, Gray, Melvin, and Slack, nays: none, absent: Stillo).

  
Wanda L. Kutzman, RMC  
Township Clerk