

January 23, 2019

Leslie G. London, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

**Re: In the Matter of the Application of the Borough of Red Bank, County of Monmouth, Docket No. MON-L-2540-15**

Dear Ms. London:

This letter memorializes the terms of an agreement reached between the Borough of Red Bank (the Borough or "Red Bank"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

**Background**

Red Bank filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

**Settlement terms**

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. FSHC and the Borough agree that this Agreement supersedes in its entirety the Agreement made between FSHC and the Borough dated October 6, 2010, which Agreement was based on COAH's now-invalidated growth share regulations.
3. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

4. FSHC and Red Bank hereby agree that Red Bank's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	129
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	427
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	313

5. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
6. The Borough's efforts to meet its present need include the following:
  - a. The Borough will rehabilitate 90 units of public housing in collaboration with the Red Bank Housing Authority. These units include Montgomery Terrace (40 Family) and Evergreen Terrace (50 Age Restricted). A Rental Assistance Demonstration Program (RAD) grant through HUD has been applied for Montgomery Terrace and Evergreen Terrace in the amount of approximately \$27,000 per unit, and the Borough will work with the Housing Authority to ensure that the rehabilitation of these units occur during the Third Round in accordance with all applicable laws including but not limited to Section 3 of the federal Housing and Urban Development Act of 1968. The documents to be provided during the compliance phase of the litigation will document in more detail the timing and details of this rehabilitation.
  - b. The Borough has a remaining rehabilitation obligation of 39 after the rehabilitation of these public housing units. The Borough's remaining rehabilitation obligation will be addressed through the Borough's Rehabilitation Program, which will be reactivated as part of this Agreement. The Rehabilitation Program will provide assistance to rehabilitate substandard housing units in the Borough that are occupied by low and moderate income households. The Program will be funded through development fees and other available grants and funding sources for such programs, and will be administered by the Borough, either in-house or through an out-side administrative agent or other qualified entity. The operation and funding of the program will be more fully demonstrated through documents to be provided during the compliance phase of this litigation, including a Rehabilitation Program manual, spending plan, description of who will administer the program including entrance into a contract with an outside entity by the time of final compliance or demonstration of a mechanism for in-house administration in conformance with the requirements of N.J.A.C. 5:93-4.2.
7. The Borough has a Prior Round prospective need of 427 units. COAH granted Prior Round substantive certification to the Borough with a realistic development potential (RDP) of zero (0) units and 427 units of unmet need. The Borough has satisfied 163 units of unmet need through the following mechanisms. The remaining unmet need will be addressed as described further in paragraph 8.

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<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Project	Affordable Units/Credits	Unit/Credit Type	Status
Locust Landing Block 84/Lot 70.02	6	Family Rental	Built
MW @ Red Bank, LLC (Westside Lofts) Blocks 35; 37; 38; 62/Lots 7, 6.01, 7, 8.01, 10, 10.01; 1; 8	10	Family Rental Apartments and Duplexes	Built
Popkin Block 36/Lot 8, 23.01-23.06	2	Family Rental Apartments	Site Plan Approval 1/3/19
Denholtz Block 63/Lot 1.01, 3, 4, 8, 9, 10, 10.01	9	Family Rental Apartments	Site Plan Approval 11/5/18
Oakland Square (RB Monmouth/RB West) Block 42/Lot 19.01	12	Family Rental/Community Residence	Nearing Completion
Tudor Village Apartments, LLC Block 103/Lot 13.20	1	Rental Apartments	Site Plan Approval 2/4/16
River Street School Block 74/Lot 5.02	51	Age-Restricted Rental	Built
Wesleyan Arms Block 33/Lots 6, 7, 8, 9.02	60	Age-Restricted Rental	Built
RW Rivers Edge Blocks 82; 83/Lots 17; 5, 6.01, 6.02	2	Family-for-Sale Townhomes	Built
Bergen Square Block 75.01/Lot 82.01	10	Family-for-Sale Townhomes	Built
<b>Total Prior Round Credits</b>	<b>163</b>	-	-
<b>RDP Obligation</b>	<b>0</b>	-	-
<b>Unmet Need Obligation (Prior Round - RDP)</b>	<b>427</b>	-	-
<b>Remaining Unmet Need</b>	<b>264</b>	-	-

8. The municipality, as calculated in Exhibit A, has a Third Round realistic development potential (RDP) of 92 units, with an unmet need of 221 units. That RDP will be satisfied as described in the following chart, with 7 credits in excess of RDP being applied to the unmet need:

<b>1999-2025 Third Round Obligation</b>			
55 West Front Street/West Front Street Partners, LLC Block 30/Lot 10.01	-	Payment-in-lieu	Site Plan Approval 3/20/17
Collaborative Support Programs of NJ Block 23/Lot 2	3	Supportive/Special Needs	1998
VNA Redevelopment Site Block 3/Lots 2.01, 4.01, 6, 7.01, 9.01	28	Family Rental	Proposed
Riverwalk Commons Block 29/Lots 5, 6, 7	2	Family Rental	Under Construction
Fortune Square Block 75.01/Lot 86	3	Family Rental	Under Construction
Brownstones (Yellowbrook/Mumford) Block 75.03/Lots 46, 47, 48.01, 53, 54.01, 56	2	Family Apartments For-Sale/Rental TBD	Under Construction
Cedar Crossing Blocks 75.01; 75.03/Lots 83, 84, 85; 50.01, 69	36	Family-for-Sale Townhomes	Built
Azalea Gardens (Ray Rap) Block 58/Lots 1, 2, 3, 4, 5, 6	2	Family-for-Sale Single-Family Homes	Site Plan Approval 8/3/17
<b>Bonus Credits</b>	<b>23</b>	-	-
<b>Total Credits</b>	<b>99</b>	-	-
<b>RDP Obligation</b>	<b>92</b>	-	-
<b>Unmet Need Units</b>	<b>7</b>	-	-

<b>Unmet Need Obligation* (Third Round - RDP)</b>	<b>221</b>	<b>-</b>
<b>Remaining Unmet Need</b>	<b>214</b>	<b>-</b>

The remaining unmet need of 214, and the remaining Prior Round unmet need of 264, shall be addressed through the following mechanisms:

The Borough shall maintain the underlying zoning in the areas covered by the AH-1 Overlay Zone, Train Station Overlay Zone, and Design District Overlay Zone permitting residential development at least the densities specified in those zones in the Borough zoning code current as of the date of execution of this agreement provided that the set-aside provisions shall be revised to be in accordance with the following paragraph and other terms of this Agreement. A map and summary of these zones is provided as Exhibit B.

The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments as set forth below:

<b>Total number of Rental of Sale Units</b>	<b>Minimum Percentage of Affordable Units</b>
10 and under	none
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%

Developers of 10 units and under will be required to pay the Borough's development fee. Developers of 11 units and above will be required to provide at least 70% of the units required, on site and will have the option to satisfy the remaining obligation with either (a) off-site affordable units OR (b) a Payment In Lieu of such units in accordance with N.J.A.C. 5:93-8.10(c) and N.J.A.C 5:97-6.4(c)3, provided that the Borough will only accept a Payment in Lieu if at the time of application the applicant can demonstrate that the Payment in Lieu will create an equivalent number of new construction or gut rehabilitation affordable units to those that would have been provided on site, which off-site or payment in lieu units, when combined with the on-site units, shall be consistent with the bedroom distribution, very-low-/low-/moderate-income split and all other terms of this Agreement. Off-site affordable units or units to be produced through a Payment in Lieu will be subject to the same phasing requirements in N.J.A.C. 5:93-5.6(d) as on-site units. All applicants for a development of 11 units and above in the Borough will be required to include an Affordable Housing Plan, the form of which shall be finalized by the Borough with the approval of FSHC prior to the final compliance hearing in this matter, as a stand alone document with their applications for any form of land use approval that details how these requirements will be met, and such plan, as may be modified during the land use review process consistent with the terms of this Agreement, shall be part of all approvals of development of 11 units or more in the Borough beginning with the date of the adoption of the ordinance.

The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of eleven or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough. The Ordinance, beginning with the date of its adoption, shall supersede both the existing 20 percent set-aside ordinance adopted in response to COAH's Second Round substantive certification in §490-153 and the existing 11 percent growth-share ordinance adopted in response to COAH's Third Round rules in Chapter 205, Article II.

9. The Borough will provide a realistic opportunity for the development of affordable housing for the VNA Redevelopment Site through executing a redevelopment agreement with the redeveloper of that site within the time period specified in paragraph 18 which provides for a minimum of 189 total units including on-site family rental affordable units totaling 28, or 15 percent of the total number of units built on the site, whichever is greater, and otherwise in compliance with the terms of this agreement. The mandatory affordable housing set aside ordinance provided for in paragraph 8 shall not apply to the VNA Redevelopment Site which shall instead be governed by the terms of this paragraph. The Borough shall also maintain existing inclusionary zoning on the sites and zones specified in paragraphs 7 and 8.

10. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning through the projects referenced in paragraph 6 to meet the Borough's present need obligation. The Borough also will develop a first time home ownership assistance program to provide an opportunity for home ownership in the Borough to at least 50 low and moderate income households by 2025. The program will be funded with development fees collected by the Borough, and the properties involved will be deed restricted. This program will be described in detail as part of the Borough's Housing Element and Fair Share Plan and Spending Plan.

In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, 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. The Borough will describe how it meets the obligation for the projects referenced in this paragraph as part of its Housing Element and Fair Share Plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation 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 schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The

Borough will describe how it meets the obligation for the projects referenced in this paragraph as part of its Housing Element and Fair Share Plan.

11. The Borough agrees to require 13% of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The Borough will describe how it will comply with these requirements as part of its Housing Element and Fair Share Plan, including but not limited to requiring that 13% of all affordable units at the VNA site be very low income family units.
12. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
13. The Borough 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), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, the Red Bank Affordable Housing Corporation, Pilgrim Baptist Church, Shiloh Baptist Church, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
14. The Borough agrees to contract with a qualified entity, as soon as practicable but not later than 60 days after the fairness hearing in this matter, in accordance with applicable law, to serve as the Borough-wide administrative agent, to among other things, assist the Borough with its Rehabilitation Program. The administrative agent once contracted with will be responsible for performing the duties specified by N.J.A.C. 5:80-26.14 for all affordable units in the Borough with the exception of units for which contractual agreements exist prior to the date of hiring of the administrative agent for other entities to

serve as administrative agents or which are otherwise required to provide affirmative marketing by law.

15. The Borough Administrator and any other Borough staff that he or she may designate agrees to meet regularly, but no less than quarterly, with the Red Bank Affordable Housing Corporation (RBAHC) to update and advise the RBAHC on the status of actions of the Borough in furtherance of this Agreement, and to solicit input regarding housing issues in the Borough. The Borough also agrees to include the RBAHC, the Greater Red Bank Branch of the NAACP, and FSHC on all applicable service and/or distribution lists for notice regarding Borough resolutions, ordinances and other actions that may come before Borough Council or any Borough Board or Agency, that involves housing and housing related issues and the imposition of affordable housing obligations or requirements on Borough projects, including but not limited to providing copies within 10 days to these organizations of any Affordable Housing Plan filed with a development application pursuant to paragraph 11 of this Agreement and any approved Affordable Housing Plan pursuant to paragraph 11 of this Agreement.
16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and 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 Borough 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 that the Borough is located within (i.e. Region 4) 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 the Borough's housing region. 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 attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median

income for FY 2018, and shall be utilized until the Borough 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 Borough 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.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

19. The parties agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

20. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442

N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

21. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
22. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
23. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

24. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
25. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$7,500 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
26. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
27. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
31. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
32. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
33. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the

presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

34. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
35. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
36. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
38. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:** Adam M. Gordon, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: adamgordon@fairsharehousing.org

**TO THE BOROUGH:** Leslie G. London, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

Telecopier: (973) 622-7333  
Email: llondon@msbnj.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:** Pamela Borghi, RMC  
90 Monmouth Street  
Red Bank, New Jersey 07701

Telecopier: (732) 450-9109  
Email: [pborgi@redbanknj.org](mailto:pborgi@redbanknj.org)

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

On behalf of the Borough of Red Bank, with the authorization  
of the governing body:

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

**EXHIBIT A: VACANT LAND ADJUSTMENT**

## **Vacant Land Inventory and Analysis Report**

**Prepared for:  
Borough of Red Bank,  
Monmouth County, New Jersey**

DRAFT: December 20, 2018

Prepared By:



1460 Route 9 South  
Howell, New Jersey 07731  
(732) 462-7400

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Peter Van den Kooy, PP, AICP  
License No. 5918

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## INTRODUCTION

Red Bank Borough is seeking to obtain a vacant land adjustment due to the built-out nature of the Borough, and the limitations this puts on attempts to satisfy the Borough's affordable housing obligations. COAH regulations permit municipalities to request an adjustment of their housing need due to lack of available vacant and developable land. According to N.J.A.C. 5:93, "there may be instances where a municipality can exhaust a realistic opportunity for addressing the need for low and moderate income housing." In recognition of the need to provide the opportunity to adjust municipal affordable housing obligations, N.J.A.C. 5:93 outlines standards and procedures for municipalities to demonstrate that a municipal response to its housing obligation is limited by lack of land, water, or sewer. This report outlines the methodology and summarizes the results of the vacant land analysis prepared on behalf of Red Bank Borough by CME Associates.

Red Bank Borough is a "built-out" municipality of 2.162 square miles that consists primarily of medium and high density single and multi-family dwellings, and commercial businesses along the Broad Street, West Front Street and North Jersey Coast Railroad Line Corridors. As such, there is limited vacant and developable land that the Borough can use to provide affordable housing. Nevertheless, the Borough will still actively pursue opportunities to satisfy its constitutional obligation to provide its fair share of affordable housing.

The Borough received substantive certification by COAH in 1987 when it first prepared a vacant land adjustment. In 1997, COAH granted substantive certification for the 1987-1999 first and second round obligation. This generated a rehabilitation obligation, which was certified by COAH in 2005, and an unmet need obligation that the Borough continues to fulfill. The Prior Round obligation is 427. The Borough's Present Need (Rehabilitation) obligation per the May 2016 report prepared by David Kinsey, PhD, PP, FAICP is 129 units, and its 1999-2025 Third Round obligation per Econsult's March 28, 2018 report interpreting Judge Jacobson's opinion is 313 units.

In order to demonstrate the lack of vacant, developable land in Red Bank, the Borough has identified all vacant parcels currently existing within its borders through 2017 data from the Borough Tax Assessor's office, and has listed each parcel on the vacant land inventory table in accordance with N.J.A.C. 5:93-4.2(b) (see Appendix A). An existing land use map for the Borough has been appended to this report as Appendix E in accordance with N.J.A.C. 5:93-4.2(a). A vacant land map depicting vacant properties within the Borough is included as Appendix D.

CME Associates has analyzed the Realistic Development Potential, or RDP, of the remaining vacant lands within the Borough in accordance with the provisions of Subchapter 4 of N.J.A.C. 5:93. This analysis reveals that Red Bank Borough has 10 vacant,

developable sites which yield an RDP of 10 units. However, as discussed further below, Red Bank has also applied credits from existing projects to generate an RDP of 92 units.

## PERMITTED EXCLUSIONS

N.J.A.C. 5:93 establishes criteria by which sites, or portions thereof, in a municipal land inventory may be excluded from a municipality's RDP. Environmentally sensitive areas, including flood hazard areas, areas outside of the Sanitary Sewer Service Area (SSA), wetlands, and areas characterized by steep slopes of greater than 15 percent that render a site unsuitable for affordable housing may be excluded from consideration. In addition, small or isolated lots lacking sufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may also be excluded. Per the N.J.A.C. 5:93 regulations, an affordable housing site must be able to accommodate a minimum density of 6 units per acre with a maximum set-aside of 20 percent. Therefore, a site or parcel must be greater than 0.83 acres in order to provide a single affordable unit on that parcel. Vacant lots under development or properties for which site plan approval has been granted may also be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the Borough's RDP. Additionally, individual sites may be determined not suitable for low and moderate income housing and may be eliminated from the inventory. Finally, parcels engaged with the Green Acres program may also be excluded.

The vacant land inventory table in Appendix A provides a parcel-by-parcel description of exclusions that have been made pursuant to N.J.A.C. 5:93.

It should be noted that the Borough is permitted to reserve up to three percent of its total developed and developable acreage, less existing active municipal recreation areas, for active municipal recreation and exclude this acreage from consideration as potential sites for low and moderate income housing pursuant to N.J.A.C. 5:93-4.2(e)4. Any such site designated for active recreation in accordance with this section must be purchased and limited to active recreational purposes within one year of substantive certification. Although this calculation has not been completed as part of this analysis, the Borough reserves the right to revise this analysis to complete this calculation.

## METHODOLOGY

### STANDARD METHODOLOGY ANALYSIS

Per N.J.A.C. 5:93-4.1f, the minimum density to be applied to developable acres is 6 dwelling units per acre. Of the 96 vacant lots in the Borough, 76 are less than 0.83 acres, the minimum lot size necessary to achieve one affordable dwelling unit with a density of 6 dwelling units per acre and affordable set aside of 20%. This analysis includes an examination of adjacent vacant lots in order to determine whether consolidation would achieve a lot size greater than 0.83 acres. Ten of the 96 vacant lots are greater than 0.83 acres but are common elements to multifamily or commercial developments. Eight of

these vacant lots are the sites of existing affordable projects. One is already developed with the Metropolitan Building at 23 Wallace Street. The final remaining vacant lot located at Block 84, Lot 155.01 has the minimum lot size necessary for development (0.9711 acres), but is environmentally constrained by a wetlands area such that only 0.6492 acres are developable (see Appendix F).

### **SMALL LOT ANALYSIS**

Based on the standards as set forth in N.J.A.C. 5:93, the Borough does not have vacant, developable sites to accommodate affordable housing. However, the Borough has reviewed parcels with acreages between 0.33 acres and 0.83 acres as identified by Fair Share Housing Center for their potential to contribute to the Borough's RDP.

Block 14, Lot 16 is a flag lot on the Borough's easterly border with Fair Haven Borough. Due to the lot's configuration, any development would be constructed directly behind an existing, single-family home, and as such, this lot has been excluded from this additional RDP calculation. Block 29, Lot 24, as noted above, is developed with the Metropolitan Building, which was approved in 2005 and fully constructed by 2009, and is the subject of further analysis below. Lot 27 in Block 39 and Lot 143 in Block 84 are environmentally constrained such that the developable acreage is less than 0.33 acres. Constrained areas were comprised of wetlands and special flood hazard areas.

The remaining four lots identified by Fair Share Housing Center (Block 9.01, Lot 6.01; Block 27, Lot 8.01; Block 84, Lot 42; and Block 97, Lot 57) are developable, although we note that Lot 8.01 in Block 27 is owned by Meridian Health Realty Corporation and is periodically used for construction staging purposes.

Additional small lots were identified by the Borough as part of this analysis. Lot 7 in Block 9.01, though of an insufficient acreage individually, is developable as an adjacent lot to Lot 6.01. Four additional adjacent lots were identified (Lots 20, 21, 22 and 22.01 in Block 97) that have a combined acreage greater than 0.33 acres and are free of environmental constraints. Further, while Lot 155.01 in Block 84 was excluded using the standard methodology as outlined above, its developable acreage of 0.6492 acres falls within the range of this small lot analysis.

A density of 32 dwelling units per acre, consistent with prior approval at the site, has been applied to Lots 6.01 and 7 in Block 9.01. A density of 16 dwelling units per acre, consistent with prevailing zoning, has been applied to Lot 8.01 in Block 27 and Lot 57 in Block 97. A density of 8 dwelling units per acre, consistent with surrounding development, has been applied to Lots 42 and 155.01 in Block 84 and Lots 20, 21, 22, and 22.01 in Block 97. The developable acreage of these 10 lots, at densities of 8, 16, and 32 dwelling units per acre as outlined above, yields an RDP of 10 units (see Appendix B).

It is important to note that the Borough reserves the right to amend the 10-unit RDP calculation if site investigation reveals that environmental constraints are more

substantial than currently calculated on one or more of the 10 lots noted above. As such, the amendments to this portion of the VLA may require an adjustment that increases or decreases the RDP to accurately correspond with the pending Fair Share Plan.

### **MUNICIPALLY-OWNED PARCEL ANALYSIS**

Per the request of the Special Master, municipally-owned properties were reviewed for their potential to contribute to the Borough's RDP. There are 72 Borough-owned parcels. Of those, 44 have an acreage of less than 0.33 acres. Out of the remaining 28 parcels, 15 are the sites of municipal buildings and structures, 7 are part of the Green Acres program, 3 are existing affordable developments, 2 are environmentally constrained by waterbodies and wetlands, and 1 is a preserved natural area. Appendix C outlines the rationale for exclusion for each of these parcels.

### **EXISTING AFFORDABLE PROJECTS ANALYSIS**

In addition to the calculation of vacant land, which yields an RDP of 10 units, this VLA also takes into consideration existing affordable housing projects within the Borough that are being allocated towards the Borough's affordable housing obligations. Fair Share Housing Center has requested that sites designated for the Prior Round in the 2008 Housing Element and Fair Share Plan be applied to the Borough's unmet need obligation, and sites designated for the Third Round in the 2008 Plan be applied to the RDP at a number equal to a set-aside of 20% of the total number of units built or approved. The sites are as follows:

- 1. Metropolitan:** Thirty-seven family-for-sale units were approved in 2005 and constructed and occupied without an affordable set-aside. A set-aside of 20% generates an RDP of 8 units.
- 2. West Front Street Partners, LLC (55 West Front Street):** The developer is providing a payment-in-lieu for the construction of affordable units. Thirty-five market rate units are under construction at this site. A set-aside of 20% generates an RDP of 7 units.
- 3. VNA Redevelopment Site:** A Redevelopment Plan was approved in 2018 for this 2.7-acre site with a density of 70 dwelling units per acre for a total of 189 units. A set-aside of 20% generates an RDP of 38 units.
- 4. Cedar Crossing:** Thirty-six family-for-sale units are constructed at this site. A set-aside of 20% generates an RDP of 8 units.
- 5. Riverwalk Commons:** Twenty-four family rental units are under construction at this site. A set-aside of 20% generates an RDP of 5 units.
- 6. Azalea Gardens (Ray Rap):** Eighteen family-for-sale units are approved for this site. A set-aside of 20% generates an RDP of 4 units.

7. **Brownstones (Yellowbrook/Mumford):** Twenty-two family units are under construction at this site. A set-aside of 20% generates an RDP of 5 units.
8. **Fortune Square:** Thirty-two family rental units are under construction at this site. A set-aside of 20% generates an RDP of 7 units.
9. **Collaborative Support Programs of NJ:** The Borough is claiming 3 supportive/special needs rental units from this site and requests that the 3 units be applied to the Borough's RDP.
10. **Locust Landing:** The Borough is claiming 6 family rental units from this site and is applying them to the Borough's unmet need obligation.
11. **River Street School:** The Borough is claiming 51 age-restricted rental units from this site and is applying them to the Borough's unmet need obligation.
12. **Wesleyan Arms:** The Borough is claiming 60 age-restricted rental units from this site and is applying them to the Borough's unmet need obligation.
13. **Oakland Square (RB Monmouth/RB West):** The Borough is claiming 8 family rental units and 4 community residence units from this site and is applying them to the Borough's unmet need obligation.
14. **RW Rivers Edge:** The Borough is claiming 2 family-for-sale units from this site and is applying them to the Borough's unmet need obligation.
15. **Bergen Square:** The Borough is claiming 10 family-for-sale units from this site and is applying them to the Borough's unmet need obligation.
16. **MW at Red Bank, LLC (Westside Lofts):** The Borough is claiming 10 family rental units from this site and is applying them to the Borough's unmet need obligation.
17. **Popkin:** The Borough is claiming 2 family rental units from this site and is applying them to the Borough's unmet need obligation.
18. **Denholtz:** The Borough is claiming 9 family rental units from this site and is applying them to the Borough's unmet need obligation.
19. **Tudor Village Apartments, LLC:** The Borough is claiming 1 rental unit from this site and is applying them to the Borough's unmet need obligation.

**20. Montgomery Terrace/Basie Group:** Rehabilitation of existing family units is proposed at this site. The Borough is claiming 40 credits from this site and is applying them to the Borough's present need obligation.

**21. Evergreen Terrace:** Rehabilitation of existing age-restricted units is proposed at this site. The Borough is claiming 50 credits from this site and is applying them to the Borough's present need obligation.

As noted above, the Borough has applied a set-aside of 20% to affordable development sites proposed for the Third Round based on the 2008 Housing Element and Fair Share Plan, previously approved projects without a set-aside, and emergent projects. These sites generate an RDP of 82 units.

Rehabilitation is proposed at the existing Montgomery Terrace Apartments and Evergreen Terrace Apartments. These sites contribute to the Borough's present need obligation.

The remaining sites were designated as Prior Round sites in the 2008 Plan or fall in the Prior Round Overlay. These sites contribute to the Borough's unmet need obligation.

It is important to note that the Borough reserves the right to amend the RDP calculation approach and projects that comprise the 82-unit RDP calculation and the unmet need calculation above through the course of work on the Housing Element and Fair Share Plan, in order to reflect any changes in the status of these projects, and/or any changes in applicable regulations, policies or court decisions that are pertinent to the Borough. As such, the amendments to this portion of the VLA may require an adjustment that increases or decreases the RDP to accurately correspond with the pending Fair Share Plan.

## SUMMARY & CONCLUSION

The vacant land analysis conducted herein reveals that Red Bank Borough does not have sufficient acreage to accommodate its Third Round obligation of 313 units. After following the procedures for a vacant land adjustment, pursuant to N.J.A.C. 5:93, it has been determined that Red Bank Borough has a Realistic Development Potential of 10 units based on vacant land. When incorporating the RDP of existing development projects, the Borough's RDP is an additional 82 units, pending the update of the Fair Share Plan as noted above. The total RDP is therefore 92 units. The remaining obligations from the Prior Round and Third Round shall be subsumed by the Borough's unmet need obligation.

APPENDICES

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## APPENDIX A

### Vacant Land Inventory Table

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VACANT PARCELS						
BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	OWNER ADDRESS	TOTAL ACREAGE	COMMENTS
4	8	BRIDGE AVE	MALETT, PHILIP A	41 N BRIDGE AVE, RED BANK, NJ, 07701	0.1492	Insufficient acreage
4.01	3	63-65 N BRIDGE AVE	63-65 NORTH BRIDGE AVENUE LLC	183 RIVERSIDE AVENUE, RED BANK, NJ 07701	0.1492	Insufficient acreage
5	9.01	MORFORD PL	TWO RIVER MANAGEMENT	360 BROADWAY, KEYPORT, NJ, 07735	0.2792	Insufficient acreage
7	1	138 BODMAN PL	138 BODMAN PLACE INC %ASSOC ADVISOR	100 MARKET YARD, FREEHOLD, NJ, 07728	0.41	Common Element
7	2	BODMAN PL	MARAVISTA CONDO ASSOC %IDEAL MGMT	PO BOX 730, OAKHURST, NJ, 07755	1.28	Common Element
8	8	68 W FRONT ST	THE BLUFFS CONDO ASSOC% TOWN&COUNTR	711 SYCAMORE AVE, RED BANK, NJ, 07701	0.551	Common Element
9.01	6.01	16 W FRONT ST REAR	K HOVNANIAN AT THE MONARCH LLC	110 FIELDCREST AVENUE, EDISON, NJ, 08837	0.4602	Developable (Site Plan Approval 2007)
9.01	7	22 W FRONT ST REAR	325 ADAMS %KHOB @ MONARCH-% RICHMAN	110 FIELDCREST AVENUE, EDISON, NJ, 08837	0.1026	Developable as adjacent lot
13	1.01	VISTA PL	FARBER, WILLIAM A & JANICE M	9 VISTA PLACE, RED BANK, NJ, 07701	0.1814	Insufficient acreage
13	25	ALSTON CT	LUMISH, STAN & ROSEMAN ANN LYNN	6 ALSTON CT., RED BANK, NJ, 07701	0.2503	Insufficient acreage
13.01	13.01	E FRONT ST	SIMS, JAMES & SUELLEN	10 HARRIS PARK, RED BANK, NJ, 07701	0.0146	Insufficient acreage
13.02	43.01	56 HADDON PARK	LAMARCA, ARLENE	56 HADDON PARK, RED BANK, NJ, 07701	0.2296	Insufficient acreage
						Flag lot on Fair Haven border, development would be directly behind existing single-family home; not in character with the surrounding density
14	16	39 HARRISON AVE	VON BLASINGAME, GWENDOLYN GREENE	43 W 93 ST - #1, NEW YORK, NY, 10025	0.4959	
16	12.02	55 PROSPECT AVE	COURTYARD OF RED BANK CONDO ASSOC	265 HIGHWAY 36, SUITE 209, WEST LONG BRANCH, NJ, 07764	0.108	Insufficient acreage
27	8.01	60 E FRONT ST	MERIDIAN HEALTH REALTY CORPORATION	81-01 DAVIS AVENUE, NEPTUNE, NJ, 07753	0.7608	Developable
27	11	80 E FRONT ST	GRIFFITH RESEARCH CONSULTING LLC	P.O. BOX 133, HOLMDEL, NJ, 07733	0.1788	Insufficient acreage
27	20.02	65 MECHANIC ST	RIVERVIEW PROF. PLAZA CONDO ASSOC.	831 TENNENT ROAD, MANALAPAN, NJ, 07726	0.8238	Common Element
29	5.01	24 MECHANIC ST	RIVERWALK COMMONS RED BANK LLC	200 RIVERFRONT BOULEVARD, ELMWOOD PARK, NJ, 07407	0.4477	Riverwalk Commons - 2 Affordable Units
29	24	23 WALLACE ST	WALLACE STREET PARTNERS,LLC STE 301	%SURFSITE MGMT 1806 HWY35, OAKHURST, NJ, 07755	1.04	Developed - Metropolitan Building constructed in 2007
30	10.01	51-59 W FRONT ST	WEST FRONT STREET PARTNERS, LLC	%SHABOT 1148 ELBERON AVE., ELBERON, NJ, 07740	1.0833	West Front Street Partners, LLC - Developer's Fee
32	23	29 PEARL ST	29 PEARL ST., LLC		0.1399	Insufficient acreage
36	23.01	170 MONMOUTH ST	JMH REALTY, LLC	170 MONMOUTH STREET, RED BANK, NJ, 07701	0.2369	Popkin - 4 Affordable Units
39	18.01	DEFOREST AVE	RICCI, JOHN JR	122 MYRTLE AVE, LONG BRANCH, NJ, 07740	0.062	Insufficient acreage
39	27	46 SHREWSBURY AVE	PERKINS LIMITED, LLC	54 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.5096	Environmentally Constrained (0.3125 developable acres)
39	33	SHREWSBURY AVE	CIOLA, DONALD	PO BOX 2, HIGHLANDS, NJ, 07732	0.0735	Insufficient acreage
39	34	SHREWSBURY AVE	OUTDOOR SYSTEMS, INC	185 US HWY 46, FAIRFIELD, NJ, 07004	0.0754	Insufficient acreage
41	5	84 OAKLAND ST	WEST OAK ENTERPRISES LLC	165 MONMOUTH STREET, RED BANK, NJ, 07701	0.2896	Insufficient acreage
42	19.01	76 OAKLAND ST	G. S. REALTY CORP	3590 U.S. HIGHWAY 9 SOUTH, OLD BRIDGE, NJ, 08857	0.3329	Oakland Square - 12 Affordable Units
48	37	29 LINDEN PL	DOWNTOWN INVESTORS V, LLC	73 BROAD ST., 2ND FLOOR, RED BANK, NJ, 07701	0.0799	Insufficient acreage
48	38	27 LINDEN PL	DOWNTOWN INVESTORS V, LLC	73 BROAD ST., 2ND FLOOR, RED BANK, NJ, 07701	0.1147	Insufficient acreage
52	20	LOT 16, 17, 18, 19	KUHAR, TOWNSEND VOCATURO CHARBO	%56 MCLAREN ST, RED BANK, NJ 07701	0.0344	Insufficient acreage
52	23	WILLIAM ST	HERBERT, FRANCIS J & ELIZ K	61 WILLIAM ST, RED BANK, NJ, 07701	0.1515	Insufficient acreage
52	35.02	WILLIAM ST	MANOR EAST CONDO	PO BOX 757, RED BANK, NJ, 07701	2.47	Common Element
52	74	REAR LOT	UNKNOWN	REAR LOT, RED BANK, NJ, 07701	0.078	Insufficient acreage
52.01	1	TOWER HILL DR	TOWER HILL CONDO ASSOC	100 MARKET YARD, FREEHOLD, NJ, 07728	13.959	Common Element
53	17.01	44-46 MARION ST	MARION COURTS CONDOMINIUM ASSOC	%UBE INC-1 WILLOW POND DR, HOWELL, NJ, 07731	0.4995	Common Element
54	3.01	JOHN ST	SANCHEZ, DANIEL & YAHARA, MARY A	16 JOHN STREET, RED BANK, NJ, 07701	0.043	Insufficient acreage
55	19	REAR 85 HARRISON AVE	LETTIERI, STEPHEN N	85 HARRISON AVE, RED BANK, NJ, 07702	0.2112	Insufficient acreage
57	1	HUDSON AVE.	Dwyer, glyn J.	39 HUDSON AVE., RED BANK, NJ, 07701	0.1121	Insufficient acreage
58	2	28-32 HARDING RD	VICTORIAN APARTMENTS, LLC	P.O. BOX 6287, FAIR HAVEN, NJ, 07704	0.191	Azalea Gardens (Ray Rap) - 2 Affordable Units
62	1	75 OAKLAND ST	WRIGHT, LEERAY	83 WEST STREET, RED BANK, NJ, 07701	0.1148	Insufficient acreage
63	10	116-118 CHESTNUT ST	120 CENTENNIAL AVE PROPERTIES LP	165 WATER ST, PERTH AMBOY, NJ, 08861	0.1564	Denholtz - 9 Affordable Units
63	10.01	116-118 CHESTNUT ST	120 CENTENNIAL AVE PROPERTIES LP	165 WATER ST, PERTH AMBOY, NJ, 08861	0.1095	Denholtz - 9 Affordable Units
65	8.02	HERBERT ST	O'NEILL,EDWARD JR & ROVELL,CHRISTINE	40 HERBERT ST, RED BANK, NJ, 07701	0.0907	Insufficient acreage
67	3.02	EARL ST	SODEN, ALAN SR.	107 HERBERT ST, RED BANK, NJ, 07701	0.1113	Insufficient acreage
69	10	191-193 SHREWSBURY AVE	KLE PROPERTIES LLC	159 MONMOUTH ST, RED BANK, NJ, 07701	0.1928	Insufficient acreage
70	5	CATHERINE ST	REINECKE, LYNNE	112 CATHERINE STREET, RED BANK, NJ, 07701	0.0976	Insufficient acreage
71	1.01	105 LOCUST AVE	LOCUST LANDING URBAN RENEWAL ASSOC	P.O. BOX 3709, PRINCETON, NJ, 08543	1.0733	Locust Landing - 6 Affordable Units
72	10	102 LEIGHTON AVE	RONKO DEVELOPERS, INC.	P.O. BOX 8, MANALAPAN, NJ, 07726	0.1019	Insufficient acreage
73	16	RIVER ST	YELLOW BROOK PROPERTY CO., LLC	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1274	Insufficient acreage
73	17	RIVER ST	MATRIX II, L.L.C.	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1205	Insufficient acreage
75	95	76 DRS JAMES PARKER BLVD.	GAMBACORTO, ALAN & LAURA	86 ALGONQUIN AVE, OCEANPORT, NJ, 07757	0.0722	Insufficient acreage
75	175	26 DRS JAMES PARKER BLVD.	WEST, ROBERT J JR & BARBARA	206 COUNTY ROAD, CLIFFWOOD, NJ, 07721	0.1302	Insufficient acreage
75.01	86.02	92 DRS JAMES PARKER BLVD.	FORTUNE SQUARE LLC		0.827	Fortune Square - 3 Units
75.02	144.01	130 MAPLE AVE	COURTS OF RED BANK CONDO ASSOC	130 MAPLE AVE PENTHOUSE, RED BANK, NJ, 07701	2.28	Common Element
75.03	56	RIVER ST	CHRISTMAN, JR J& J CHRISTMAN J&C	PO BOX 2037, RED BANK, NJ, 07701	0.1481	Brownstones (Yellowbrook/Mumford) - 2 Affordable Units

75.05	22	16 LEONARD ST	SHARKEY, WILLIAM & SHIRLEY	16 LEONARD ST, RED BANK, NJ, 07701	0.1148	Insufficient acreage
76	1.01	1 BERRY ST	VOKDODIC, VILDANA NAZIM	230 KENTUCKY WAY, FREEHOLD, NJ, 07728	0.0379	Insufficient acreage
76	2.02	232 S PEARL ST	DUNBAR, BLANCHE ANITA	40 LYNN DR, NEPTUNE, NJ, 07753	0.0614	Insufficient acreage
77	3	263 SHREWSBURY AVE	VINCENT, ODESSA F	11508 RABBIT RUN TERRACE, SILVER SPRING, MD, 20904	0.0413	Insufficient acreage
78	4.01	111 RIVER ST	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1058	Insufficient acreage
78	4.02	113 RIVER ST	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1058	Insufficient acreage
78	20.03	BANK ST	FISHER, ELLEN M	28 BANK ST, RED BANK, NJ, 07701	0.1087	Insufficient acreage
79	24	180 DRS JAMES PARKER BLVD	RED BANK SHREWSBURY AVENUE, L.L.C.	410 PINE STREET, RED BANK, NJ, 07701	0.0482	Insufficient acreage
80	11	LEIGHTON AVE	SSPF LLC	15 CHRISTIE LANE, FREEHOLD, NJ, 07728	0.1462	Insufficient acreage
84	1.03	CHAPIN PL	YELLOW BROOK PROPERTY CO., LLC	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1664	Insufficient acreage
84	42	16 MUNSON PL	BUSHAUER, MARK P & KIM F	16 MUNSON PL, RED BANK, NJ, 07701	0.3329	Developable (0.3299 developable acres)
84	143	W WESTSIDE AVE	BYRNE, SUSAN	129 WEST WESTSIDE AVENUE, RED BANK, NJ, 07701	0.3547	Environmentally Constrained (0.2232 developable acres)
84	155.01	148 NEWMAN SPRINGS RD	KHERA, VIRINDER S & BALVINDER GILL	P.O. BOX 2325, RED BANK, NJ, 07701	0.9711	Developable (0.6492 developable acres)
86	5.01	69 WESTSIDE	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1033	Insufficient acreage
87	17	56 NEWMAN SPRINGS RD	AMEND, VIRGINIA	248 HEYERS MILL RD, LITTLE SILVER, NJ, 07722	0.0769	Insufficient acreage
90	6	DRS JAMES PARKER BLVD	KEARNEY, ALVIN B. & JEANETTE R.	201 DRS JAMES PARKER BLVD, RED BANK, NJ, 07701	0.1274	Insufficient acreage
90	13	177 DRS JAMES PARKER BLVD	DMC, LLC	14 OSPREY LANE, RUMSON, NJ, 07760	0.0861	Insufficient acreage
90	15	288 SHREWSBURY AVE	DMC, LLC	P.O. BOX 280, RED BANK, NJ, 07701	0.188	Insufficient acreage
91	6.06	BRIDGE AVE	WALKER, JACQUELINE A	280 BRIDGE AVE, RED BANK, NJ, 07701	0.0861	Insufficient acreage
93	10	DRUMMOND AVE	HOWELL, WARREN	22 DRUMMOND AVE, RED BANK, NJ, 07701	0.0918	Insufficient acreage
96	6.04	21 WILLOW ST	MOE, PAUL	33 HOLLYWOOD AVENUE, LEONARDO, NJ, 07737	0.0925	Insufficient acreage
97	20	28 WILLOW ST	DUCKWORTH, ROBERT W	40 WILLOW STREET, RED BANK, NJ, 07701	0.1309	Developable adjacent lots
97	21	26 WILLOW ST	SSS REALTY LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.1377	Developable adjacent lots
97	22	20 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	Developable adjacent lots
97	22.01	24 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	Developable adjacent lots
97	57	PEARL ST	SSS REALTY, LLC	64 CENTRAL AVE POB 2126, RED BANK, NJ, 07701	0.3495	Developable
100	4	245 MAPLE AVE	MERLO, THOMAS	545 RT. 9, BAYVILLE, NJ, 08721	0.1212	Insufficient acreage
103	12.01	21 LEROY PL	LEROY PLACE CONDO ASSOCIATION	9%GARIFINE-3430 SUNSET AVE, OCEAN, NJ (STE 21), 07712	0.2616	Insufficient acreage
103	13	17-19 LEROY PL	LEROY PLACE CONDO ASSOC	9% MULLANEY-265 HIGHWAY 36, W LONG BRANCH, NJ, 07764	0.2673	Insufficient acreage
105	21.01	177-179 BROAD ST	177 BROAD STREET OFFICE CONDO	9%CHANG CHOI-177 BROAD ST, RED BANK, NJ, 07701	0.241	Insufficient acreage
109	3	TOWER HILL AVE	DAMM, MATTHEW & KATHERINE H	157 HARDING ROAD, RED BANK, NJ, 07701	0.0621	Insufficient acreage
110	5.01	283-293 SPRING ST	SPRINGVIEW GARDENS CONDO ASSOC	9%BAM FINANCIAL - BOX 6863, MONROE, NJ, 08831	1.9442	Common Element
110	7.02	301-321 SPRING ST	HILLTOP TERRACE CONDOMINIUM ASSOC	560 MAIN ST, SUITE 2G, ALLENHURST, NJ, 07711	2.3829	Common Element
110	10.02	201 AMBASSADOR DRIVE	SUNRISE AT ELKRIDGE CONDO ASSOC	9%BERNOV PROP MGMT-POB 396, LINCROFT, NJ, 07738	7.6	Common Element
114	37.01	PINCKNEY RD	CIAMPOLI, GERALD M & ANNA E	118 PINCKNEY RD, RED BANK, NJ, 07701	0.1274	Insufficient acreage
114	43	REAR 100 PINCKNEY RD	RAINVILLE, RAYMOND R & PATRICIA	92 PINCKNEY ROAD, RED BANK, NJ, 07701	0.1033	Insufficient acreage
115	15	132-142 SOUTH ST	MADISON COMMONS RB %MONTICELLO MGMT	943 HIGHWAY 34, MATAWAN, NJ, 07747	0.9078	Common Element
115	20	PINCKNEY RD	PINCKNEY CONDOMINIUM ASSOC INC	265 HIGHWAY 36, SUITE 209, WEST LONG BRANCH, NJ, 07764	0.8012	Common Element
117	6	GRANT PL	ROLLE, RICHARD C	21 GRANT PL, RED BANK, NJ, 07701	0.0803	Insufficient acreage
119	34	GRANT PL	LAFFERTY, KAREN	24 SHREWSBURY DRIVE, MONMOUTH BEACH, NJ, 07750	0.1377	Insufficient acreage

## APPENDIX B

### Potential Developable Parcels Table

*draft*

DEVELOPABLE PARCELS								
BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	OWNER ADDRESS	TOTAL ACREAGE	DEVELOPABLE ACREAGE	COMMENTS	
9.01	6.01	16 W FRONT ST REAR	K HOVNANIAN AT THE MONARCH LLC	110 FIELDCREST AVENUE, EDISON, NJ, 08837	0.4602	0.4602	Developable (Site Plan Approval 2007) (Density 32 du/acre per approval)	
9.01	7	22 W FRONT ST REAR	325 ADAMS %KHOV @ MONARCH-% RICHMAN	110 FIELDCREST AVENUE, EDISON, NJ, 08837	0.1026	0.1026	Developable as adjacent lot (Density 32 du/acre)	
27	8.01	60 E FRONT ST	MERIDIAN HEALTH REALTY CORPORATION	81-01 DAVIS AVENUE, NEPTUNE, NJ, 07753	0.7608	0.7608	Developable* (Density 16 du/acre)	
84	42	16 MUNSON PL	BUSHAUER, MARK P & KIM F	16 MUNSON PL, RED BANK, NJ, 07701	0.3329	0.3299	Developable (Density 8 du/acre)	
84	155.01	148 NEWMAN SPRINGS RD	KHERA, VIRINDER S & BALVINDER GILL	P.O. BOX 2325, RED BANK, NJ, 07701	0.9711	0.6492	Developable (Density 8 du/acre)	
97	20	28 WILLOW ST	DUCKWORTH, ROBERT W	40 WILLOW STREET, RED BANK, NJ, 07701	0.1309	0.1309		
97	21	26 WILLOW ST	SSS REALTY LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.1377	0.1377		
97	22	20 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	0.0689	Developable adjacent lots (Density 8 du/acre)	
97	22.01	24 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	0.0689		
97	57	PEARL ST	SSS REALTY, LLC	64 CENTRAL AVE POB 2126, RED BANK, NJ, 07701	0.3495	0.3495	Developable (Density 16 du/acre)	
						Total acreage	3.0586	
						Realistic Development Potential (@ DU/A)	46.8584	
						Affordable Units @ 20% Set-Aside	10	

\*This lot is periodically used for construction staging for Riverview Medical Center. Although the lot has been included in the RDP calculation, we note that it may not be available for the construction of affordable housing.

**APPENDIX C**  
**Municipally-Owned Parcel Analysis Table**

*draft*

MUNICIPALLY-OWNED PARCEL ANALYSIS							
BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	OWNER ADDRESS	FACILITY NAME	TOTAL ACREAGE	COMMENTS
3	1.02	BODMAN PL	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	BRICK PUMP HOUSE	0.229	Insufficient acreage
6.01	1	130 RIVERSIDE AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	0.156	Insufficient acreage
8	1	1 MAPLE AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.251	Insufficient acreage/Green Acres
8	1.02	END OF MAPLE AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.144	Insufficient acreage
8	4.02	90 W FRONT ST	RED BANK BORO	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.148	Insufficient acreage/Green Acres
8	4.03	WEST FRONT ST	RED BANK BOROUGH	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.296	Insufficient acreage
8	5	84 W FRONT ST	BOROUGH OF RED BANK	84 W FRONT STREET, RED BANK, NJ 07701	LIBRARY	1.04	Municipal Facility (Library)
8	10	58 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	0.484	Green Acres
8	11	50 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	0.697	Green Acres
8	12	42 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	0.067	Insufficient acreage/Green Acres
9	5	MARINE PARK	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	2.2	Green Acres
9.01	25.01	WHARF AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.087	Insufficient acreage
11	16	HUBBARD PARK	BOROUGH OF RED BANK RIGHT-OF-WAY	HUBBARD PARK	RIGHT OF WAY	0.043	Insufficient acreage
15.01	16.01	34 HARRISON AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG.	2.29	Green Acres
15.01	24	47 MARION ST.	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG	0.086	Insufficient acreage/Green Acres
15.01	26.01	41 MARION ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG	0.138	Insufficient acreage/Green Acres
15.01	27.03	37 MARION ST	BOROUGH OF RED BANK	WATER WORKS	PUMPING STATION	0.12	Insufficient acreage
27	1.01	26-32 E FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	1.8	Municipal Facility (Parking)
28	3.03	MECHANIC ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.015	Insufficient acreage
28	6	9 MECHANIC ST	NAVEINS HOOK & LADDER CO	9 MECHANIC ST, RED BANK, NJ 07701	FIRE HOUSE	0.062	Insufficient acreage/Municipal Facility (Fire House)
29	9	42 MECHANIC ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.258	Insufficient acreage
29	20	43 WALLACE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.112	Insufficient acreage
29	22.01	41 WALLACE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	0.683	Municipal Facility (Parking)
30.01	37	WHITE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	0.102	Insufficient acreage
30.01	39	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.13	Insufficient acreage
30.01	40	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREA	0.149	Insufficient acreage
30.01	41	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	0.143	Insufficient acreage
31	2.01	75-79 WHITE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	2.29	Municipal Facility (Parking)
31	4.01	RIGHT OF WAY	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	UTILITY BLDG.	0.06	Insufficient acreage
32	12.01	90 MONMOUTH ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	MUNICIPAL COMPLEX	1.44	Municipal Facility (Police Department)
37.02	1	BRIDGE,MONMOUTH,GRANT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.117	Insufficient acreage
39	1.01	100 LOCUST AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	1.251	Bellhaven Nature Area
39	23	80 SHREWSBURY AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	SENIOR CENTER	0.279	Insufficient acreage/Municipal Facility (Senior Center)
39	24	80 SHREWSBURY AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	SENIOR CENTER	0.978	Municipal Facility (Senior Center)
48	7.01	38 WALLACE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	0.686	Municipal Facility (Parking)
49	1	40 LINDEN PL	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARKING AREAS	0.113	Insufficient acreage
49	2.01	LINDEN PL	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG.	0.016	Insufficient acreage
52.03	1	151 SPRING ST	BOROUGH OF RED BANK FIRST AID SQUAD	151 SPRING ST, RED BANK, NJ 07701	RESCUE SQUAD	0.507	Municipal Facility (First Aid Squad)
52.04	6	PROSPECT AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	RESERVOIR	0.76	Municipal Facility (Reservoir)
52.04	7	HILLTOP TERRACE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	RESERVOIR	1.75	Municipal Facility (Reservoir)
54	9.38	WINWARD WAY REAR	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.14	Insufficient acreage
67	28.01	EARL ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT	0.032	Insufficient acreage
71	5	222 RIVER ST	BOARD OF EDUCATION-RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	SCHOOL	19.7	Municipal Facility (School)
75	171	85 CHESTNUT ST	BOROUGH OF RED BANK WATER PLANT	85 CHESTNUT STREET, RED BANK, NJ 07701	WATER PLANT	79.078	Insufficient acreage
75.02	170.01	75 CHESTNUT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG.	1.5	Municipal Facility (Public Works)
77	22	138 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK %CT BASIE CENT	138 DRS JAMES PARKER BLVD, RED BANK, NJ 07701	TAX LIEN FORECLOSURE	0.115	Insufficient acreage
79	23	270 SHREWSBURY AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	MUNICIPAL ANNEX	0.18	Insufficient acreage
82	1.04	213 1/2 RIVER ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	TAX LIEN FORECLOSURE	0.041	Insufficient acreage
84	1.02	CHAPIN PL	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	TAX LIEN FORECLOSURE	6.44	Environmentally Constrained (0 developable acres)
84	1.04	CHAPIN AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG.	0.138	Insufficient acreage
84	1.06	CHAPIN AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.11	Insufficient acreage
84	1.07	CHAPIN AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.11	Insufficient acreage
84	62	NEWMAN SPRINGS RD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PUMPING STATION	0.158	Insufficient acreage
84	64	SUNSET AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	ADMINISTRATIVE BLDG.	8.55	Municipal Facility (Recycling Center)
84	66	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.516	Green Acres
84	66.01	285 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.075	Insufficient acreage/Green Acres
84	66.02	283 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	CREMATORY	0.248	Insufficient acreage/Green Acres
84	66.03	281 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.112	Insufficient acreage/Green Acres
84	67	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.18	Insufficient acreage/Green Acres

84	69	RIGHT OF WAY	BOROUGH OF RED BANK	RIGHT OF WAY	VACANT LAND	0.082	Insufficient acreage
84	70.02	DRS J PARKER BV & TILTON	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	0.001	Existing Affordable Housing (Montgomery Terrace)
84.01	76.01	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	0.002	Existing Affordable Housing (Montgomery Terrace)
84.01	99	SUNSET AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.052	Insufficient acreage
87	19.01	261 LEIGHTON AVE	BOROUGH OF RED BANK WEST SIDE HOSE	261 LEIGHTON AVE, RED BANK, NJ 07701	FIRE HOUSE	0.414	Municipal Facility (Fire House)
90	21.01	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	2.6	Existing Affordable Housing (Evergreen Terrace)
97	31.01	RIGHT OF WAY CENT	BOROUGH OF RED BANK	RIGHT OF WAY CENT-PEARL	RIGHT OF WAY	0.202	Insufficient acreage
97	38	HENRY ST & MOHAWK LA	BOROUGH OF RED BANK	HENRY & MOHAWK LAKE	LAKE	3.82	Environmentally Constrained (0 developable acres)
97.01	40	11 HENRY ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	8.04	Green Acres
97.01	41	DRS JAMES PARKER BLVD	BOARD OF EDUCATION BORO OF RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	PARK	6.39	Green Acres
97.01	57	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.265	Insufficient acreage/Green Acres
108	1	101 HARDING RD	BOARD OF EDUCATION - RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	SCHOOLS	6.8	Municipal Facility (School)
108	2	113 HARDING RD	BOARD OF EDUCATION - RED BANK	56 BRANCH AVE, RED BANK, NJ 07701	SCHOOLS	0.133	Insufficient acreage/Municipal Facility (School)

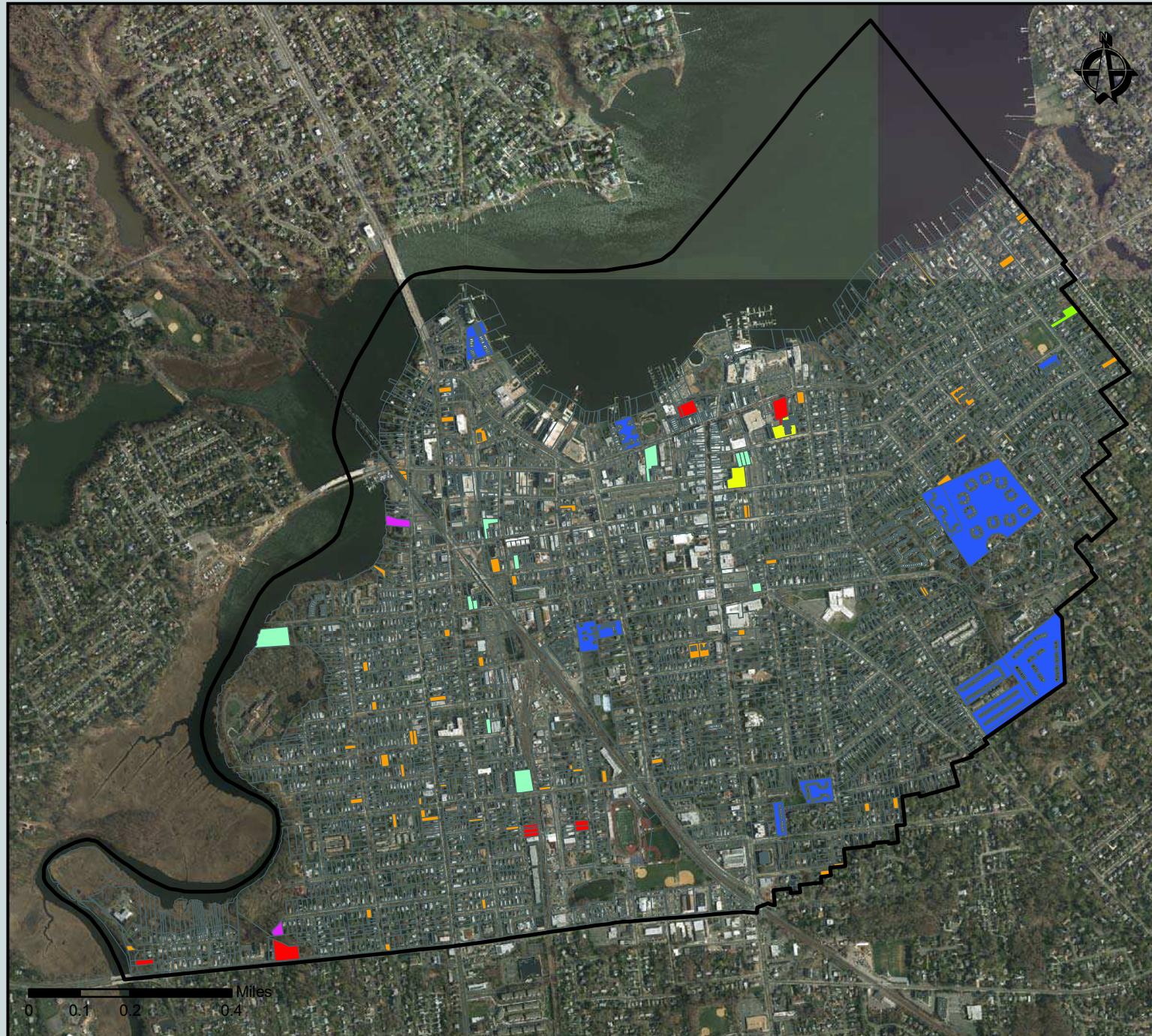
## APPENDIX D

### Vacant Land Map

*draft*

# VACANT LAND MAP

# RED BANK, N.J.



## VACANT LAND ADJUSTMENT

RED BANK BOROUGH  
MONMOUTH COUNTY  
NEW JERSEY

## Legend

### Analysis Criteria

- Common Element (Blue)
- Developable (Red)
- Developed (Yellow)
- Development Project (Light Green)
- Environmentally Constrained (Magenta)
- Incompatible Land Use (Light Green)
- Insufficient Acreage (Orange)
- Municipal Boundary (Black line)

Source: NJDEP, NJGIN



3141 BORDENTOWN AVENUE, PARLIN, NJ 08859  
1460 ROUTE 9 SOUTH HOWELL, NJ 07731  
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852  
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSAI.COM

DATE	SCALE	LAST REVISED	CREATED BY
1/10/2018	1 in = 1,500 feet	7/18/2018	JB

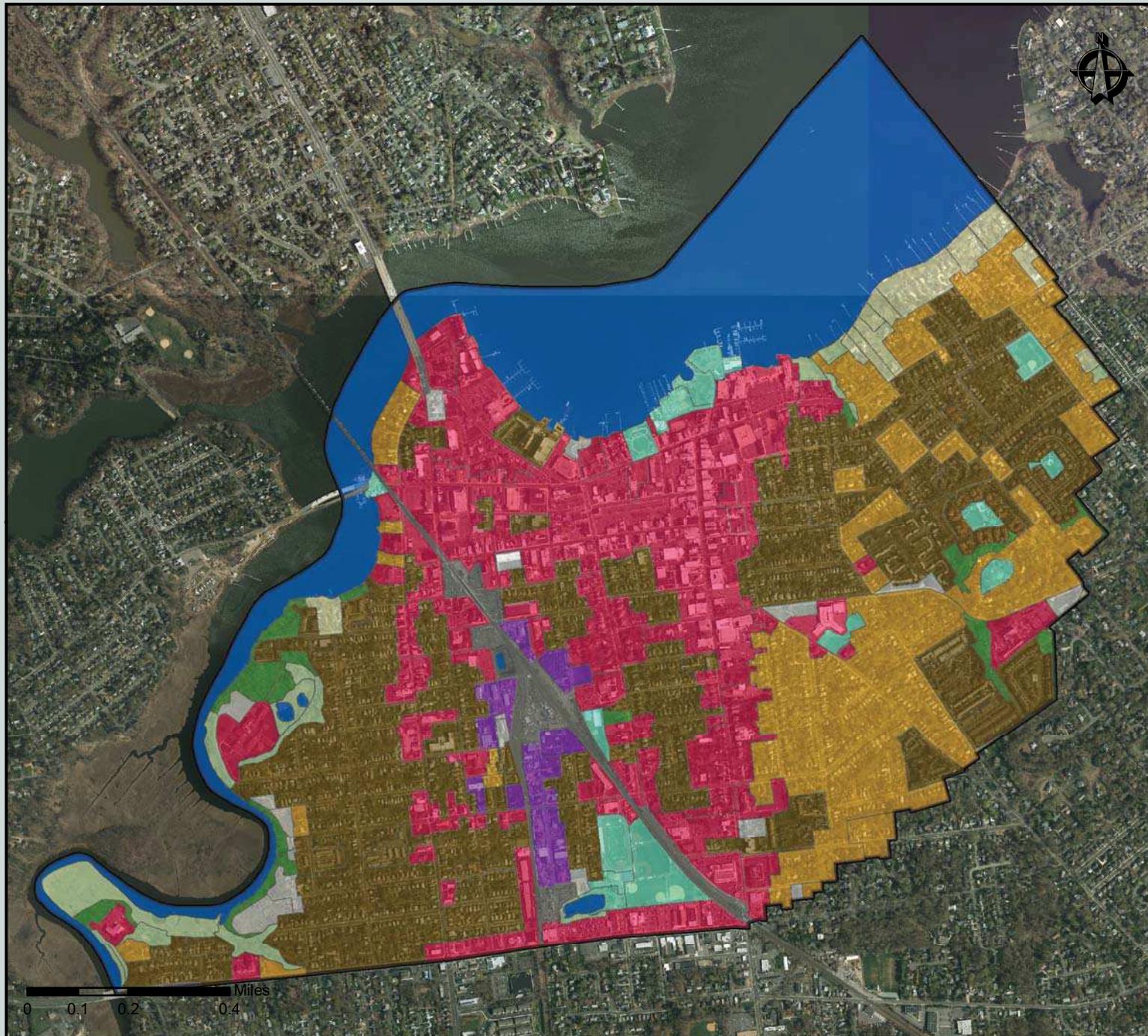
## APPENDIX E

### Existing Land Use Map

*draft*

# EXISTING LAND USE MAP

# RED BANK, N.J.



## VACANT LAND ADJUSTMENT

RED BANK BOROUGH  
MONMOUTH COUNTY  
NEW JERSEY

### Legend

- Residential, Low Density
- Residential, Medium Density
- Residential, High Density
- Commercial
- Industrial
- Other Urban
- Transportation and Utilities
- Recreational Land
- Shrub and伍oded Land
- Wetlands
- Waterbodies
- Municipal Boundary

Source: NJGIN, NJDEP



3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859  
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731  
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852  
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSAI.COM

DATE 12/28/2017	SCALE 1 in = 1,500 feet	LAST REVISED N/A	CREATED BY JB
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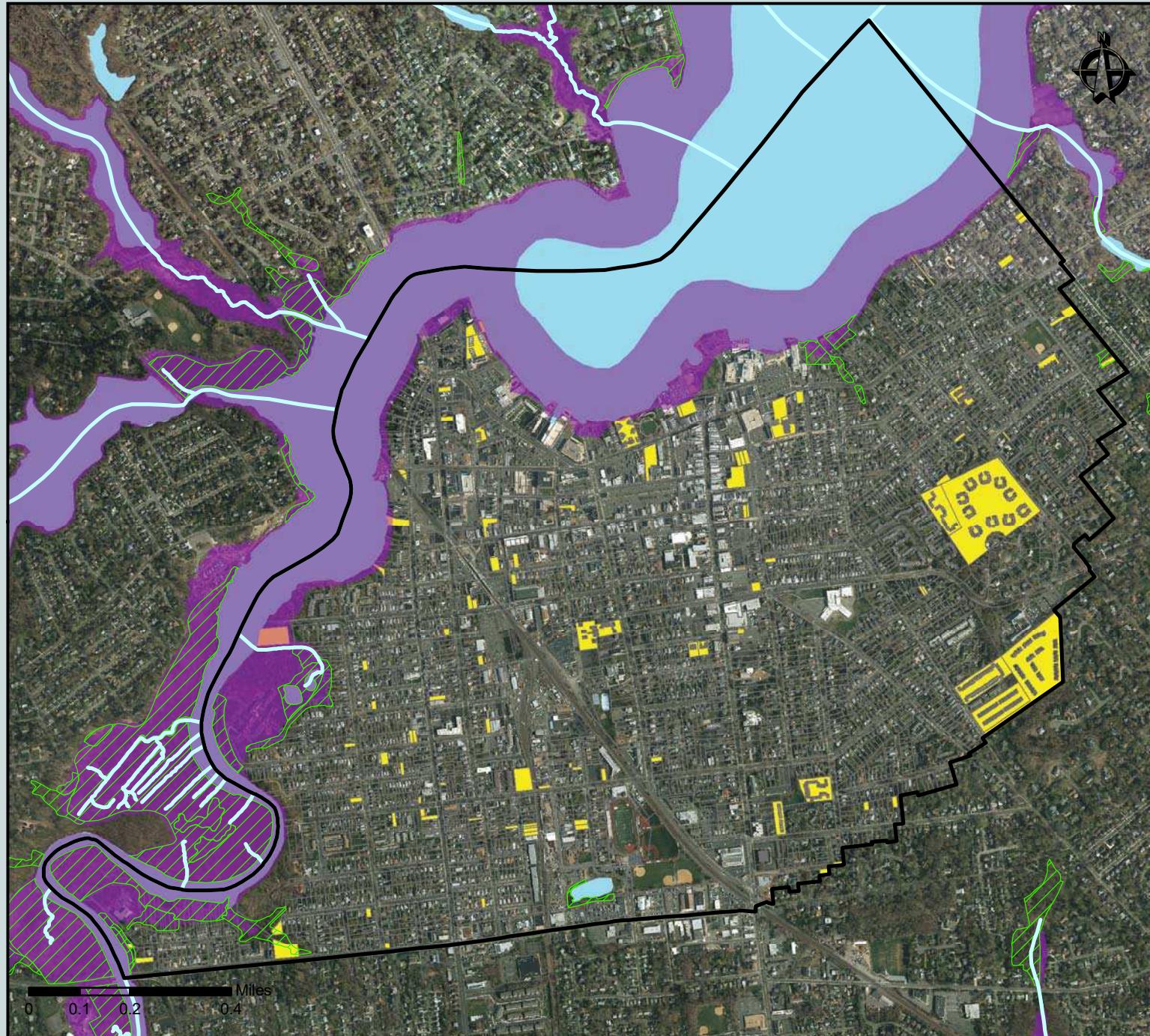
## APPENDIX F

### Environmental Constraints Map

*draft*

# ENVIRONMENTAL CONSTRAINTS MAP

# RED BANK, N.J.



VACANT LAND  
ADJUSTMENT

RED BANK BOROUGH  
MONMOUTH COUNTY  
NEW JERSEY

## Legend

- Streams
- Wetlands
- Special Flood Hazard Area
- Waterbodies
- Vacant Parcels
- Municipal Boundary

Source: NJDEP, NJGIN



3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859  
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731  
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852  
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

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DATE	SCALE	LAST REVISED	CREATED BY
1/16/2018	1 in = 1,500 feet	7/17/2018	JB

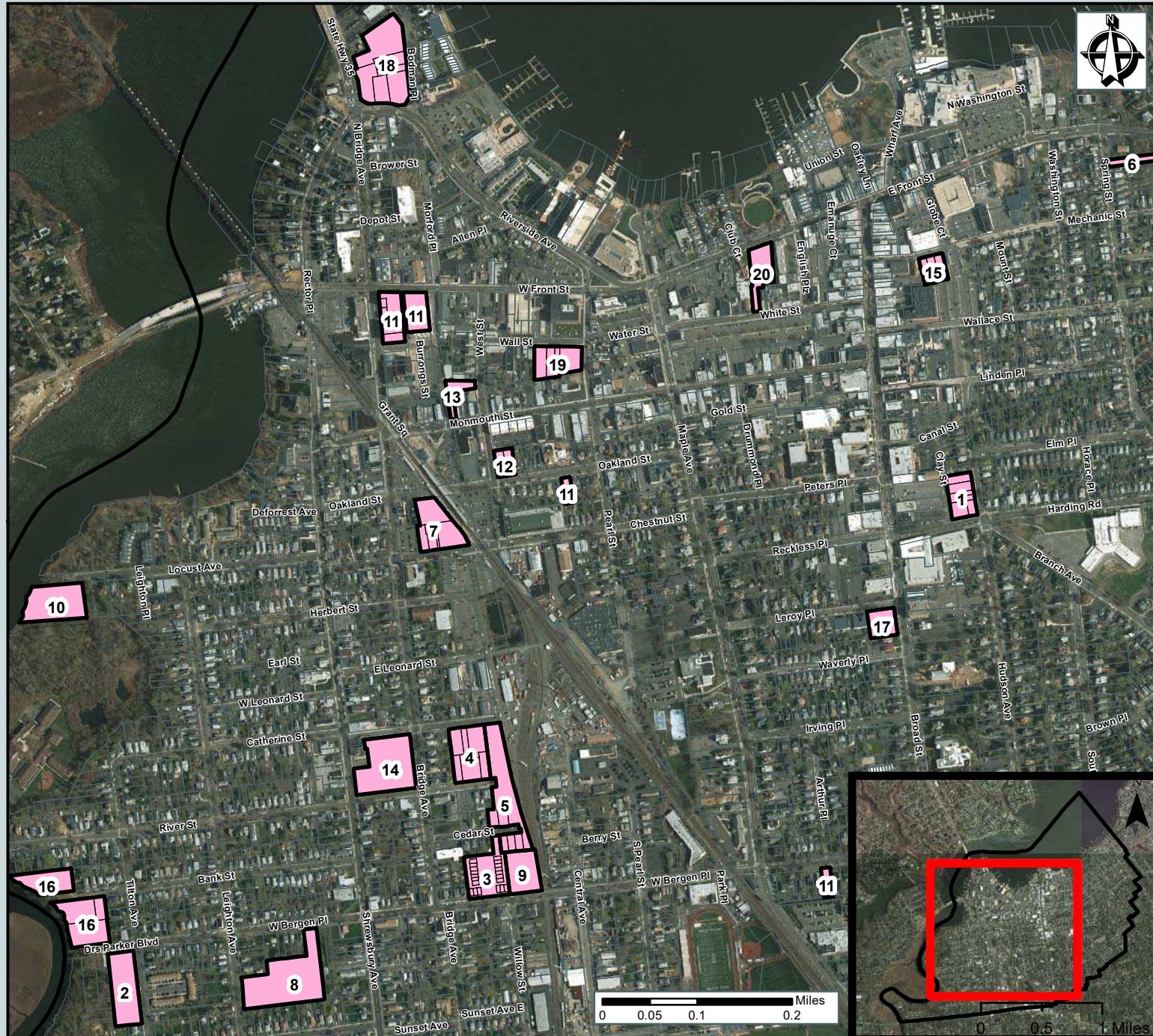
## APPENDIX G

### Affordable Projects Map

*draft*

# AFFORDABLE DEVELOPMENTS MAP

RED BANK, N.J.



## VACANT LAND ADJUSTMENT

RED BANK BOROUGH  
MONMOUTH COUNTY  
NEW JERSEY

### KEY

- Azalea Gardens (Ray Rap) - 2 Family-for-Sale Units
- Basic Group/Montgomery Terrace - 40 Rehabilitation Units
- Bergen Square - 10 Family-for-Sale Units
- Brownstones (Yellowbrook/Mumford) - 2 Family Units
- Cedar Crossing - 36 Family-for-Sale Units
- Collaborative Support Programs of NJ - 3 Special Needs Rental Units
- Denholtz - 9 Family Rental Units
- Evergreen Terrace - 50 Rehabilitation Units
- Fortune Square - 3 Family Rental Units
- Locust Landing - 6 Family Rental Units
- MW at Red Bank, LLC (Westside Lofts) - 10 Family Rental Units
- Oakland Square (RB Monmouth/RB West) - 8 Family Rental Units, 4 Supportive Units
- Popkin - 2 Family Rental Units
- River Street School - 51 Age-Restricted Rental Units
- Riverwalk Commons - 2 Family Rental Units
- RW Rivers Edge - 2 Family-for-Sale Units
- Tudor Village Apartments, LLC - 1 Rental Unit
- VNA Redevelopment Site - Family Rental Units TBD
- Wesleyan Arms - 60 Age-Restricted Rental Units
- West Front Street Partners, LLC - Developer Fee

**Developments**

Source: NJDOT, NJGIN, Red Bank Tax Assessor



CONSULTING & MUNICIPAL ENGINEERS  
3141 BORDENTOWN AVENUE, PARLIN, NJ 08859  
1460 ROUTE 1 SOUTH HOWELL, NJ 07731  
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852  
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

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DATE	SCALE	LAST REVISED	CREATED BY
1/11/2018	1 in = 800 feet	12/20/2018	JB

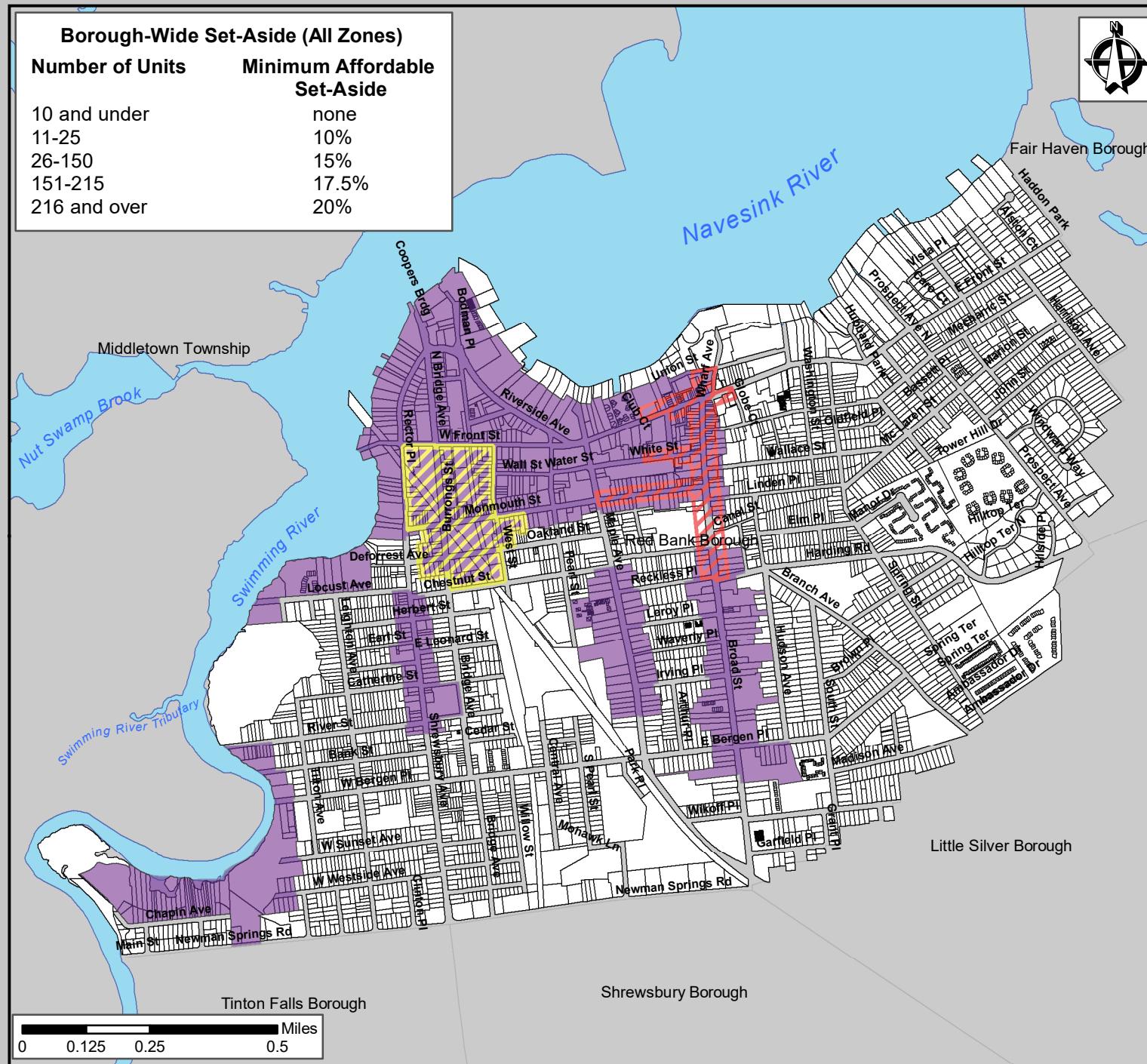
**EXHIBIT B: OVERLAY ZONING MAP**

# EXHIBIT B

# RED BANK, N.J.

## Borough-Wide Set-Aside (All Zones)

Number of Units	Minimum Affordable Set-Aside
10 and under	none
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%



## AFFORDABLE HOUSING SETTLEMENT AGREEMENT

### RED BANK MONMOUTH COUNTY NEW JERSEY

#### Legend

- Affordable Housing (AH-1)
- Design District Overlay
- Train Station Overlay

As of the date of execution of this agreement, the Borough shall not reduce the permitted density of the overlay or underlying zoning, whichever is greater, of the properties covered by the AH-1 Overlay, Design District Overlay and Train Station Overlay as shown at left. Densities are set forth in Chapter 490 of the Borough Code.



CONSULTING & MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859  
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731  
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852  
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

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DATE	SCALE	LAST REVISED	CREATED BY
8/23/2018	1 inch = 1,500 feet	10/1/2018	JB

## EXHIBIT C: 2018 INCOME LIMITS

*Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018*

### **2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Regional Asset Limit****
<b>Region 1</b>	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926		
Bergen, Hudson, Passaic and Sussex	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%	5.52%
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963		
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
<b>Region 2</b>	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881		
Essex, Morris, Union and Warren	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	2.2%	1.22%
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940		
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
<b>Region 3</b>	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428		
Hunterdon, Middlesex and Somerset	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%	2.37%
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214		
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
<b>Region 4</b>	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956		
Mercer, Monmouth and Ocean	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	2.2%	5.19%
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478		
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
<b>Region 5</b>	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368		
Burlington, Camden and Gloucester	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	5.05%
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684		
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
<b>Region 6</b>	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Atlantic, Cape May, Cumberland, and Salem	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%	0.00%
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166		
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\*This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

\*\*\* This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). 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.

Low income tax credit developments may increase based on the low income tax credit regulations.

\*\*\*\* The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).