

**RESOLUTION 2016 – 393**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP  
OF OCEAN AND THE FAIR SHARE HOUSING CENTER**

**WHEREAS**, the Township of Ocean has applied to the Superior Court of New Jersey for a Temporary Immunity Order pursuant to N.J.A.C. 5:96 and 5:97; and

**WHEREAS**, the Township of Ocean has sought a judicial declaration that its Amended Housing Element and Fair Share Plan (“Fair Share Plan”) satisfies its fair share of the regional need for low and moderate income housing pursuant to the “Mount Laurel Doctrine”; and

**WHEREAS**, the Trial Court appointed John D. Maczuaga, P.P. to serve as a “Special Master” in this litigation; and

**WHEREAS**, the Fair Share Housing Center (“FSHC”) has been recognized by the New Jersey Supreme Court as an interested party and may participate in the matter as of right, and all cases filed by municipalities pursuant to the Mount Laurel line of cases; and

**WHEREAS**, FSHC has participated in the discussion of the Township’s affordable housing plan; and

**WHEREAS**, with the assistance of the Court’s Special Master, the Township and FSHC have engaged in good faith negotiations and have reached an amicable resolution of the various substantive provisions, terms and conditions of the Township’s affordable housing obligations; and

**WHEREAS**, the parties have consented to an agreement to settle the litigation and to present the terms of the settlement to the Trial Court recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays, the expense of trial and uncertain results; and

**WHEREAS**, the Township Committee wishes to authorize the execution of said Settlement Agreement.

**NOW, THEREFORE BE IT RESOLVED** this 26<sup>th</sup> day of October, 2016 by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey as follows:

1. The Mayor and Township Clerk be and they are hereby authorized to execute the proposed Settlement Agreement attached hereto as **Exhibit A** in order to settle its currently pending litigation in the Superior Court of New Jersey with Fair Share Housing Center.

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
  
COUNSELLORS AT LAW  
  
620 WEST LACEY ROAD  
P.O. BOX 1037  
FORNED RIVER, N.J. 08731

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the following:

1. Gregory P. McGuckin, Esquire, Township Attorney;
2. Andrew Bayer, Esquire, Township COAH Attorney;
3. John Maczuga, P.P., Township Planner;
4. James M. Oris, P.E., Township Engineer; and
5. Diane B. Ambrosio, RMC, Township Clerk.

**CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey at a regular meeting held on the 26<sup>th</sup> day of October, 2016, quorum being present and voting in the majority.

Diane B. Ambrosio, RMC, Township Clerk

Prepared by:

**DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
Forked River, New Jersey 08731

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
COUNSELLORS AT LAW  
620 WEST LACEY ROAD  
P.O. BOX 1003  
FORKED RIVER, N.J. 08731

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**AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF OCEAN (OCEAN COUNTY) AND THE FAIR SHARE HOUSING CENTER CONCERNING OCEAN'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH OCEAN SHALL SATISFY SUCH OBLIGATIONS**

Re In the Matter of the Application of the Township of Ocean, County of Ocean, Docket No. OCN-L-1884-15

THIS SETTLEMENT AGREEMENT ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between:

**TOWNSHIP OF OCEAN**, a municipal corporation of the State of New Jersey, County of Ocean, having an address at 50 Railroad Avenue, Waretown, NJ 08758 (hereinafter the "Township" or "Ocean");

And

**FAIR SHARE HOUSING CENTER**, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC")(Ocean and the FSHC shall be collectively referred to herein as the "Parties").

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), Ocean filed the above-captioned action (the "Litigation") on July 8, 2015 seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter, the "Fair Share Plan") satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

**WHEREAS**, Ocean simultaneously sought and ultimately secured a temporary immunity Order protecting the Township from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan in the Litigation; and

**WHEREAS**, the immunity secured by Ocean remains in force as of the date of this Agreement; and

**WHEREAS**, the trial court appointed John D. Maczuga, P.P. to serve as the "Special Master" in this Litigation; and

**WHEREAS**, the Supreme Court has recognized that FSHC is an interested party that may participate as a matter of right in all cases filed by municipalities pursuant to the Mount Laurel IV case; and

**WHEREAS**, FSHC has participated in the consolidated Ocean County cases, including the Litigation; and

**WHEREAS**, with Mr. Maczuga's assistance, Ocean and FSHC have engaged in good faith negotiations and have reached an amicable resolution of the various substantive provisions, terms and conditions delineated herein; and

**WHEREAS**, Ocean and FSHC have agreed to settle the Litigation and to present the terms of that settlement to the trial court, 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.

**NOW, THEREFORE**, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

### **Settlement Terms**

Ocean and FSHC hereby agree to the following terms, subject to any relevant conditions as set forth in more detail below:

1. FSHC agrees that Ocean, through the adoption of a Fair Share Plan consistent with the terms and conditions of this Agreement, and the implementation of the Fair Share 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. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when 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.
3. **Establishment of Fair Share Obligation.** FSHC and Ocean hereby agree that Ocean's affordable housing obligations are as follows:
  - a. Ocean's Third Round "Present Need" (i.e. Rehabilitation) obligation is 28 units.
  - b. Ocean's "Prior Round" obligation is 236 (pursuant to N.J.A.C. 5:93).
  - c. Ocean's Third Round "Prospective Need" obligation is 322.
  - d. FSHC and Ocean agree that Ocean does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP, and that the Parties are agreeing to the terms in this Agreement solely for purposes of settlement of this Litigation.
4. **Satisfaction of Rehabilitation Obligation.** Ocean will address its rehabilitation obligation through a continuation of the Ocean Township Housing Rehabilitation Program (the "OTHRP"). The OTHRP will target low and moderate-income owner-occupied and rental units throughout the Township. Ocean has contracted with Community Grants, Planning, and Housing (CPG&H), a private consulting firm specializing in the implementation of publicly funded housing rehabilitation programs, to manage and administer the OTHRP for a ten-year period. The Parties agree that this is sufficient to satisfy Ocean's present need obligation of 28 units.
5. **Satisfaction of Prior Round Obligation.** As noted above, Ocean has a Prior Round obligation of 236 units, which is met through the compliance mechanisms as outlined in Exhibit A.

6. **Satisfaction of Prospective Need Obligation.** Ocean has a realistic development potential ("RDP") of 53 units. The buildout analysis showing the Township's calculation of its RDP is set forth in Exhibit B. Ocean's RDP will be satisfied through the compliance mechanisms as outlined in Exhibit A.

The RDP of 53, subtracted from the Third Round obligation of 322 units, results in an unmet need of 269 units, which shall be addressed through the compliance mechanisms as outlined in Exhibit A.

7. As an additional mechanism to address unmet need, Ocean intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning in the following ways:
  - a. **Mandatory Affordable Housing Set-Aside Ordinance:** The establishment of a mandatory set-aside requirement of 20 percent (if the affordable units are intended to be for-sale) or 15 percent (if the affordable units are intended to be for-rent), for any multi-family development created through any Planning or Zoning Board approvals on subdivision or site plan applications, rezoning, use variance, redevelopment plan, or rehabilitation plan that provide for densities at or above six (6) units per acre. This does not give any redeveloper the right to any such rezoning, variance, or other relief. Rather, it simply imposes set-aside requirements on developers who obtain approvals from the Township's land use boards for multi-family residential development at densities at or above six (6) units per acre. This program is outlined in greater detail in Exhibit C.
  - b. **Ocean Commons:** The Township will allow the 55 units on Ocean Commons to be developed, at the option of the site's owner and/or future owners, as a 100% affordable family rental project with 55 units instead of as an inclusionary development, and facilitate such development through passage of appropriate enabling ordinances including but not limited to an appropriate PILOT ordinance and resolution of need should the site's owner and/or future owners choose to proceed with the development as a 100% affordable development.<sup>1</sup>
8. The Township agrees to require 13% of all units referenced in its Fair Share Plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low-income units, with half of the very low-income units being available to families. The Township will comply with those requirements as outlined in Exhibit D.
9. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and as reflected in the Exhibits attached hereto.
  - 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.

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<sup>1</sup> In addition to the mandatory affordable housing set-aside ordinance and the Ocean Commons site, the Township is allocating credits to address the unmet need as follows: four (4) units from the Willows at Waretown; and two (2) units in the TC Zone / Redevelopment Area. These units are outlined in Exhibit A.

- 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 Township 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.
10. 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), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc. and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of this plan the Township and/or its administrative agent shall also 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.
11. 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 Township 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.
12. 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.
13. As an essential term of this settlement, within 120 days of the Court's approval of this Settlement Agreement, the Township shall (i) adopt a Fair Share Plan consistent with the terms and conditions of this Agreement, and (ii) introduce an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Settlement Agreement and the zoning contemplated herein.
14. The Parties agree that if a decision of a court of competent jurisdiction in Ocean 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 Township 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 Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township

shall be obligated to implement the Fair Share Plan described herein, including by leaving in place any site specific zoning adopted or relied upon in connection with the Fair Share Plan approved pursuant to this Settlement 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 Township'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 Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

15. The Township shall prepare a spending plan, which will be submitted to the Court and Court Master for review and approval within 120 days of the entry of an order by the Court approving this Agreement. The Parties to this Agreement agree that this spending plan is valid and should be approved by the Court, and that the expenditures of funds contemplated under the Agreement 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, and every anniversary thereafter through the end of this agreement, the Township 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.
16. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township 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.
17. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township 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 Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Fair Share Plan and an analysis of whether any unbuild 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 Township 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 Township has complied with its very low-income housing obligation under the terms of this settlement.
18. FSHC is hereby deemed to have party status in this matter and to have intervened in this Litigation 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.
  19. This Settlement 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 Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the Township's Fair Share Plan (which is described in narrative form in Exhibit E, but which has not yet been drafted in final form or adopted) at the fairness hearing. In the event the Court approves this proposed settlement, the Parties contemplate that the Township 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 Mt. Laurel IV. The "accompanying protection" shall remain in effect through July 1, 2025. If the Settlement Agreement is rejected by the Court at a fairness hearing, it shall be null and void.
  20. If an appeal is filed of the Court's approval or rejection of the Settlement 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 the Settlement 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.
  21. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Ocean County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
  22. 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.
23. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
  24. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
  25. 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.
  26. 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.
  27. 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.
  28. 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.
  29. 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.
  30. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
  31. 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.
  32. 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:**

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: kevinwalsh@fairsharehousing.org

**TO THE TOWNSHIP:**

Andrew Bayer  
Gluck Walrath LLP  
428 River View Plaza  
Trenton, NJ 08611  
(609) 278-3900  
Telecopier: (609) 278-3901  
Email: abayer@glucklaw.com

**WITH A COPY TO THE MUNICIPAL CLERK:**

Diane B. Ambrosio, RMC, Clerk  
Township of Ocean  
50 Railroad Avenue,  
Waretown, NJ 08758  
clerk@twpoceannj.gov

**WITH A COPY TO THE SPECIAL MASTER:**

John D. Maczuga, P.P.  
JDM Planning Associates LLC  
614 Harbor Road  
Brick, NJ 08724  
Phone: (732) 714-7238  
Email: jmaczuga@jdmpanning.com

In the event that any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

**THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

**FAIR SHARE HOUSING CENTER**

\_\_\_\_\_

By: \_\_\_\_\_  
Adam Gordon, Esq.  
On Behalf of Fair Share Housing Center

Witness/Attest:

**TOWNSHIP OF OCEAN**

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis F. Tredy, Mayor   
On Behalf of the Township of Ocean

Dated:

# **EXHIBIT A**

Tabulation of Credit Allocation for Affordable Housing Sites per R1 and Ocean Township, Ocean County, New Jersey

PRIOR ROUND		PROSPECTIVE		TOTAL PRIOR + PROSP	UNMET NEED	
OBLIGATION		OBLIGATION			OBLIGATION	
Prior Round Obligation	236	Prospective Need Obligation	322	558	Unmet Need (Prospective Need - RDP)	269
		Realistic Development Potential (RDP)*	53			
BONUSES/CAPS		BONUSES/CAPS			BONUSES/CAPS	
Senior Cap	59	Senior Cap	13	72	Senior Cap	67
Rental Bonus Cap	59	Rental Bonus Cap	13	72	Rental Bonus Cap	N/A
Rental Obligation	59	Rental Obligation	14	73	Rental Obligation	N/A
COMPLIANCE MECHANISMS		COMPLIANCE MECHANISMS			COMPLIANCE MECHANISMS	
Senior Rental Units	59	Senior Rental Units	13	72	Senior Rental Units	4
Site A Willows at Waretown	59	Site A Willows at Waretown	13		Site A Willows at Waretown	4
Family Rental Units	81	Family Rental Units	7	88	Family Rental Units	2
Site B MSC Enterprises	2	Site E TC Zone / Redevelopment Area	7		Surplus Units from Prospective Need	2
Site C Tradewinds / Diamond Developers	29					
Site E TC Zone / Redevelopment Area	50					
Family Sale Units	37	Family Sale Units	12	49	Family Sale Units	0
Site E TC Zone / Redevelopment Area	37	Site D Ocean Commons**	12			
Other	0	Other	10	10	Other	0
		Site F Accessory Apartment Ordinance	10			
TOTALS		TOTALS		TOTALS	TOTALS	
Total Unit Count	377	Total Unit Count	42	219	Unmet Need	269
Rental Bonus Credits Applied	59	Rental Bonus Credits Applied	13	72	Rental Bonus Credits Applied	N/A
Total Compliance Credits (Units + Bonuses)	236	Total Compliance Credits (Units + Bonuses)	55	291	Total Compliance Credits	6
					Remaining Unmet Need	263

\* Ocean Township's RDP is calculated based on proposed affordable housing development within the Town Center, vacant land within the Town Center, and vacant land outside of the Town Center, but within the sewer service area. The RDP is made up of the following components:

- 17 Willows at Waretown (proposed affordable housing development - 17 of the full 76 units)
- 12 Ocean Commons (required number of affordable units in Ocean Commons Redevelopment Plan)
- 7 Calculation based on vacant land within the TC Zone in the Town Center
- 8 Calculation based on vacant land outside of the TC Zone, but in the Town Center
- 9 Calculation based on vacant land outside of the Town Center, but within the SSA
- 53 Realistic Development Potential (RDP)

\*\* The Ocean Commons Redevelopment Plan contemplates 12 affordable family for sale units out of a total 55 units (a 21.8% set aside). The Township is also currently allowing a 100% affordable family rental project on the Ocean Commons site as a mechanism to meet unmet need and currently contemplating the usage of a portion of that 100% project and associates bonuses to meet a portion of the Third Round RDP. If this site instead develops as a for-sale project, the Township reserves the right to reallocate credits between the Prior Round and Third Round to meet the rental and family rental requirement in the Third Round at any of the annual reviews or the midpoint realistic opportunity review called for by Paragraphs 16 and 17 in the Settlement Agreement.

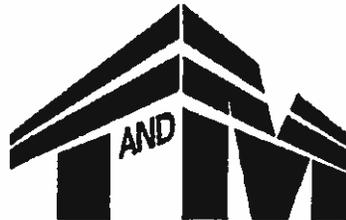
# EXHIBIT B

# **Buildout Analysis Report**

**Prepared for:**

**Ocean Township  
Ocean County, New Jersey**

**Prepared October 2016 by:**



**T&M Associates  
11 Tindall Road  
Middletown, NJ 07748**

## Introduction

Ocean Township has prepared this buildout analysis in order to analyze the buildout potential within the Township and to determine the capacity for the development of affordable housing in the Township. The Township's capacity for development is expressed as a realistic development potential (RDP). This buildout analysis calculates the RDP in Ocean Township based on: the land within the Waretown Town Center (from both anticipated affordable housing units and from vacant land); and, the land outside of the Waretown Town Center, but within the sewer service area. This document summarizes the approach that Ocean Township used to calculate its RDP.

## Identification of Anticipated Affordable Housing Units in the Town Center

There are three sites within the Waretown Town Center (and within redevelopment areas) that provide affordable housing opportunities. Based on either the standards outlined in the redevelopment plans or in recent Township approvals, these sites are required to provide a minimum of affordable housing units, which will serve as each site's RDP, as outlined below and as shown in the mapping in Appendix A:

1. Willows at Waretown: 76 age-restricted units
2. Tradewinds: 29 family rental units
3. Ocean Commons: 12 family rental units<sup>1</sup>

The cumulative RDP of these three sites is 117 units. This will be added to the RDP calculation based on vacant land both in and outside of the Waretown Town Center, as explained in the following sections.

## Identification of Vacant Land in the Town Center

In addition to the land within the Waretown Town Center (with recent approvals or redevelopment plans designating a set number of affordable units), this buildout calculated an RDP for the remaining land within the Waretown Town Center. This section outlines the approach used to calculate this portion of the RDP.

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<sup>1</sup> It is noted that the Ocean Commons Redevelopment Plan provides a design concept for 55 townhome units, including 12 affordable units. While the Township is claiming 55 affordable units in its Housing Plan, as the requirements in the Redevelopment Plan are for 12 affordable units, the RDP of the Ocean Commons site will remain at 12 units.

#### TC Zone / Redevelopment Area

This buildout analysis calculated an RDP for the portions of the TC zone that do not have approvals for affordable housing development. As the current configuration of parcel boundaries within the TC zone are not intended to be developed in this manner, the buildout calculated land based on various "regulating area" boundaries that are outlined in the TC Town Center District Redevelopment Plan. An RDP was calculated for each of the regulating areas that permit residential uses (or mixed-uses with residential above commercial). A density that reflects the permitted bulk and lot standards in each regulating area was applied to the land area of each in order to calculate an RDP. The calculation is broken down by regulating area, as shown in the mapping in Appendix X and the tables in Appendix B. **The RDP of the TC Zone is 94 units.**

#### C-2, R-1, R-2, R-BH, and WD Zones

This buildout analysis also calculated an RDP on vacant land within the other zone districts of the Waretown Town Center. This portion of the buildout analysis excluded the following areas from contributing to the RDP calculation:

1. Properties within the C-1 commercial zone (where residential uses are not currently permitted)
2. Properties with a 2016 tax assessment property class value of: 2-residential; 3B-farm; 4A; commercial; 15A-public school; or, 15E-cemeteries and graveyards.
3. Properties completely encumbered by environmental constraints (including wetlands, the 100-year floodplain, preserved farmland, and properties on the Recreation and Open Space Inventory)

After the aforementioned exclusions were applied, an RDP was applied to the remaining unencumbered vacant land within zoning districts that currently permit residential uses (the C-2, R-1, R-2, R-BH, and WD zones). A density that reflects the permitted bulk and lot standards in each zoning district was applied to the land area of each property in order to calculate an RDP. The buildout is outlined in Appendix B. **The RDP of the vacant land in the C-2, R-1, R-2, R-BH, and WD zones is 8 units.**

#### Identification of Vacant Land Outside of the Town Center, but within the Sewer Service Area

Similar to the lands in the C-2, R-1, R-2, R-BH, and WD Zones, this RDP also calculated an RDP for the sewered land outside of the Waretown Town Center. This portion of the buildout analysis excluded the following areas from contributing to the RDP calculation:

1. Properties within the Waretown Town Center
2. Properties outside of the sewer service area.
3. Properties completely encumbered by environmental constraints (including wetlands, the 100-year floodplain, preserved farmland, and properties on the Recreation and Open Space Inventory)

After the aforementioned exclusions were applied, an RDP was applied to the remaining unencumbered vacant land. Where only a small portion of a property (0.80 acres or less) was unencumbered by environmental constraints, that property was removed from the RDP calculation. A density of 10 dwelling units per acre was applied to the remaining acreage. The buildout is further outlined in the tables and mapping in Appendix C. The RDP of the vacant sewered land outside of the Waretown Town Center is 9 units.

#### RDP Calculation and Conclusion

The various buildout analysis components outlined above are combined to yield an initial RDP of 228 units, made up of the following components:

1. 76 (Willows at Waretown, anticipated units)
2. 29 (Tradewinds, anticipated units)
3. 12 (Ocean Commons, anticipated units)
4. 94 (Calculation based on vacant land in TC Redevelopment Area)
5. 8 (Calculation based on vacant land in C-2, R-1, R-2, R-BH, and WD zones)
6. 9 (Calculation based on vacant and sewered land outside of the Town Center)

This number of 228 does not serve as the Township's final RDP. This is because some of the units contributing to the calculation of the initial RDP are included in the Township's Housing Plan and are being allocated to addressing the Prior Round Obligation. For this reason, the following 175 credits are removed from the final RDP calculation:

1. 59 (Willows at Waretown)

2. 29 (Tradewinds)

3. 87 (TC Zone)

The removal of the 175 credits listed above decreases the Township's final RDP. The Township's final RDP is 53, made up of the following components:

1. 17 (Willows at Waretown)

2. 12 (Ocean Commons)

3. 7 (Calculation based on vacant land in the TC Redevelopment Area)

4. 8 (Calculation based on vacant land in C-2, R-1, R-2, R-BH, and WD zones)

5. 9 (Calculation based on vacant and sewered land outside of the Town Center)

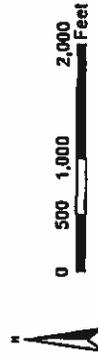
As the RDP is applied to the Township's third round obligation (1999-2025), the Township is responsible for complying with 53 units of credit. Additional units remaining after addressing the RDP will yield the Borough's unmet need.

Appendix A: Mapping of Residential Buildout Analysis – Town Center



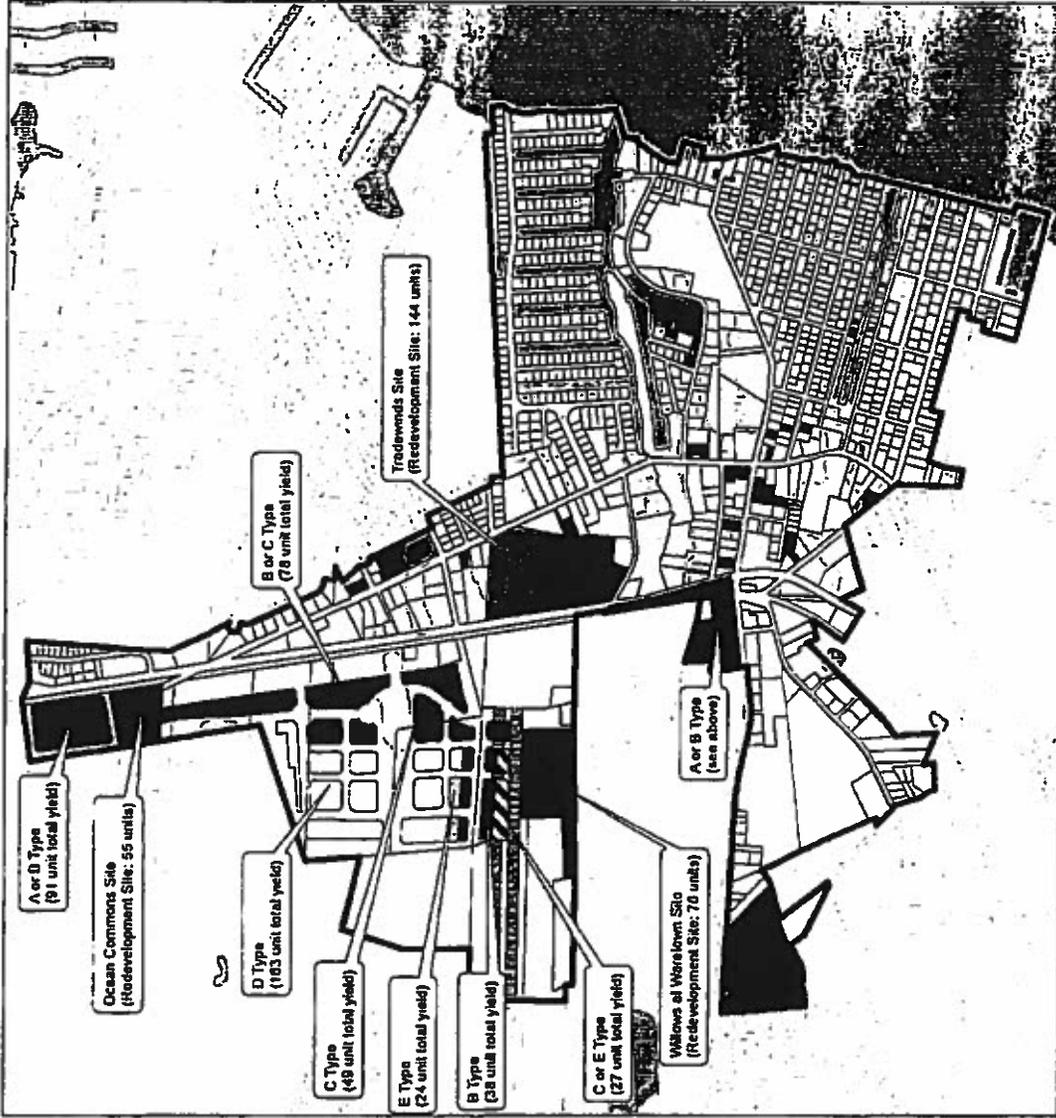
# Residential Buildout Analysis - Town Center Ocean Township, Ocean County, New Jersey

- Town Center Boundary
  - Parcel Boundary
  - Environmental Encumbrance
  - Buildout Property
- Buildout Property - TC Zone Regulating Plan**
- A or B Type (91 unit yield)
  - B Type (38 unit yield)
  - B or C Type (78 unit yield)
  - C Type (48 unit yield)
  - C or E Type (27 unit yield)
  - D Type (163 unit yield)
  - E Type (24 unit yield)



**TEAM Associates**  
11 Thimble Road  
Medford, NJ 07748  
Phone: 732-871-8400  
Fax: 732-871-7355

Prepared by: JAC, 8/27/2016  
Source: FEMA; NJDEP; NJDOT; NJGIN;  
Ocean County; Ocean Township, TEAM Associates  
H:\01\WP\150316\1518\1518\Town Center Buildout Sites.mxd  
**NOTE:** This map was developed using New Jersey Department of  
Environmental Protection Geographic Information System digital data,  
but this secondary product has not been verified by NJDEP and  
is not State-authorized.



## Appendix B: Ocean Township Town Center Buildout Analysis



Ocean Township Town Center Buildout Analysis

ZONE DISTRICT	TOTAL BUILDOUT CALCULATION PER ZONE DISTRICT	BUILDOUT DEVELOPMENT POTENTIAL (AFFORDABLE UNITS, ANTICIPATED/PROPOSED)	BUILDOUT DEVELOPMENT POTENTIAL (AFFORDABLE UNITS, BASED ON VACANT LAND)	NOTES/COMMENTS
BC	0	0	8	See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
C-1	0			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
C-2	20			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
R-1	1			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
R-1A	0			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
R-2	7			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
R-BH	1			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
R-SC	0			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
WD	7			See "Buildout Detail" Tab, Column "Reason for Adjusting Unencumbered Acreage and Excluding from Buildout"
WVAG	0			Subject to standards outlined in the Waretown Village Residential Gateway District Redevelopment Plan.
TC	546	76	94	Subject to standards outlined in the TC Town Center District Redevelopment Plan
TC-MXD	144	29	0	Subject to standards outlined in both the Route 9 Phase 1 and the Tradewinds at Waretown Redevelopment Plans. The Tradewinds Redevelopment Plan and the HEFSP envision a total of 144 residential units, with 29 affordable family rental units.
TC-OC	22	12	0	Subject to standards outlined in the Ocean Commons Redevelopment Plan. The Redevelopment Plan and the township's HEFSP envision 55 residential units in the Redevelopment Area.
<b>219</b>			<b>TOTAL TOWN CENTER BUILDOUT DEVELOPMENT POTENTIAL</b>	

Ocean Township Buildout Analysis

Zone District	BLOCK	LOT	Property Class	Acreege	Acreege Unencumbered	Residential Yield	Comments
C-2	127	2	1	1.27	0.69	2	Split zoned (C-2 and R-1)
C-2	129	14.04	1	0.41	0.41	1	
C-2	131	3.02	1	0.36	0.31	1	
C-2	131	5.03	1	0.51	0.51	1	
C-2	190	2	1	0.19	0.19	1	
C-2	190	3	1	0.21	0.21	1	
C-2	191	29.03	1	0.61	0.49	1	
C-2	193.01	1	15D	0.3	0.3	1	
C-2	193.01	2	15D	0.32	0.32	1	
C-2	193.02	1	1	0.34	0.34	1	
C-2	193.02	6	15F	0.34	0.34	1	
C-2	194	3	15D	0.46	0.46	1	
C-2	194	4	15D	0.66	0.64	2	
C-2	194	12.01	1	0.61	0.38	1	
C-2	194	16	1	0.18	0.18	1	
C-2	194	17.01	1	0.22	0.22	1	
C-2	194	18	1	0.24	0.24	1	
C-2	200	1.02	1	0.22	0.22	1	
R-1	127	2	1	1.71	0.92	1	Split zoned (C-2 and R-1)
R-2	52.01	21	15C	7.05	7.05	4	
R-2	52.01	22	15C	3.24	3.24	2	
R-2	53	2	15C	2.49	2.49	1	
R-BH	190	17	1	0.16	0.16	1	
TC	A or B Type		-	6.25	6.25	91	
TC	B or C Type		-	8.33	8.33	78	
TC	B Type		-	6.25	6.25	38	
TC	C or E Type		-	12.99	12.99	27	
TC	C or E Type		-	22.69	22.69	76	Willows at Waretown Site in HEFSP - 76 age-restricted affordable units
TC	C Type		-	10.42	10.42	49	
TC	D Type		-	11.77	11.77	163	
TC	E Type		-	15.56	15.56	24	
TC-MXD	131	4		17.62	13.86	144	Tradewinds Site in HEFSP- 29 affordable units (144 total)
TC-OC	41	42.01		4.72	4.72	12	Ocean Commons Site in HEFSP- 12 affordable units
WD	169	6	1	0.49	0.41	1	
WD	169	8.01	1	3.87	1.36	5	
WD	169	13	1	0.28	0.16	1	

738 Total Town Center (sum of affordable and market-rate units)

























Block	LOT	QCODE	PropClass	PropDesc	AreaType	sq ft	AreaType	sq ft	Encumbered	Average Unencumbered	Unencumbered	3/1	3/2	3/3	3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	3/32	3/33	3/34	3/35	3/36	3/37	3/38	3/39	3/40	3/41	3/42	3/43	3/44	3/45	3/46	3/47	3/48	3/49	3/50	3/51	3/52	3/53	3/54	3/55	3/56	3/57	3/58	3/59	3/60	3/61	3/62	3/63	3/64	3/65	3/66	3/67	3/68	3/69	3/70	3/71	3/72	3/73	3/74	3/75	3/76	3/77	3/78	3/79	3/80	3/81	3/82	3/83	3/84	3/85	3/86	3/87	3/88	3/89	3/90	3/91	3/92	3/93	3/94	3/95	3/96	3/97	3/98	3/99	3/100	3/101	3/102	3/103	3/104	3/105	3/106	3/107	3/108	3/109	3/110	3/111	3/112	3/113	3/114	3/115	3/116	3/117	3/118	3/119	3/120	3/121	3/122	3/123	3/124	3/125	3/126	3/127	3/128	3/129	3/130	3/131	3/132	3/133	3/134	3/135	3/136	3/137	3/138	3/139	3/140	3/141	3/142	3/143	3/144	3/145	3/146	3/147	3/148	3/149	3/150	3/151	3/152	3/153	3/154	3/155	3/156	3/157	3/158	3/159	3/160	3/161	3/162	3/163	3/164	3/165	3/166	3/167	3/168	3/169	3/170	3/171	3/172	3/173	3/174	3/175	3/176	3/177	3/178	3/179	3/180	3/181	3/182	3/183	3/184	3/185	3/186	3/187	3/188	3/189	3/190	3/191	3/192	3/193	3/194	3/195	3/196	3/197	3/198	3/199	3/200	3/201	3/202	3/203	3/204	3/205	3/206	3/207	3/208	3/209	3/210	3/211	3/212	3/213	3/214	3/215	3/216	3/217	3/218	3/219	3/220	3/221	3/222	3/223	3/224	3/225	3/226	3/227	3/228	3/229	3/230	3/231	3/232	3/233	3/234	3/235	3/236	3/237	3/238	3/239	3/240	3/241	3/242	3/243	3/244	3/245	3/246	3/247	3/248	3/249	3/250	3/251	3/252	3/253	3/254	3/255	3/256	3/257	3/258	3/259	3/260	3/261	3/262	3/263	3/264	3/265	3/266	3/267	3/268	3/269	3/270	3/271	3/272	3/273	3/274	3/275	3/276	3/277	3/278	3/279	3/280	3/281	3/282	3/283	3/284	3/285	3/286	3/287	3/288	3/289	3/290	3/291	3/292	3/293	3/294	3/295	3/296	3/297	3/298	3/299	3/300	3/301	3/302	3/303	3/304	3/305	3/306	3/307	3/308	3/309	3/310	3/311	3/312	3/313	3/314	3/315	3/316	3/317	3/318	3/319	3/320	3/321	3/322	3/323	3/324	3/325	3/326	3/327	3/328	3/329	3/330	3/331	3/332	3/333	3/334	3/335	3/336	3/337	3/338	3/339	3/340	3/341	3/342	3/343	3/344	3/345	3/346	3/347	3/348	3/349	3/350	3/351	3/352	3/353	3/354	3/355	3/356	3/357	3/358	3/359	3/360	3/361	3/362	3/363	3/364	3/365	3/366	3/367	3/368	3/369	3/370	3/371	3/372	3/373	3/374	3/375	3/376	3/377	3/378	3/379	3/380	3/381	3/382	3/383	3/384	3/385	3/386	3/387	3/388	3/389	3/390	3/391	3/392	3/393	3/394	3/395	3/396	3/397	3/398	3/399	3/400	3/401	3/402	3/403	3/404	3/405	3/406	3/407	3/408	3/409	3/410	3/411	3/412	3/413	3/414	3/415	3/416	3/417	3/418	3/419	3/420	3/421	3/422	3/423	3/424	3/425	3/426	3/427	3/428	3/429	3/430	3/431	3/432	3/433	3/434	3/435	3/436	3/437	3/438	3/439	3/440	3/441	3/442	3/443	3/444	3/445	3/446	3/447	3/448	3/449	3/450	3/451	3/452	3/453	3/454	3/455	3/456	3/457	3/458	3/459	3/460	3/461	3/462	3/463	3/464	3/465	3/466	3/467	3/468	3/469	3/470	3/471	3/472	3/473	3/474	3/475	3/476	3/477	3/478	3/479	3/480	3/481	3/482	3/483	3/484	3/485	3/486	3/487	3/488	3/489	3/490	3/491	3/492	3/493	3/494	3/495	3/496	3/497	3/498	3/499	3/500	3/501	3/502	3/503	3/504	3/505	3/506	3/507	3/508	3/509	3/510	3/511	3/512	3/513	3/514	3/515	3/516	3/517	3/518	3/519	3/520	3/521	3/522	3/523	3/524	3/525	3/526	3/527	3/528	3/529	3/530	3/531	3/532	3/533	3/534	3/535	3/536	3/537	3/538	3/539	3/540	3/541	3/542	3/543	3/544	3/545	3/546	3/547	3/548	3/549	3/550	3/551	3/552	3/553	3/554	3/555	3/556	3/557	3/558	3/559	3/560	3/561	3/562	3/563	3/564	3/565	3/566	3/567	3/568	3/569	3/570	3/571	3/572	3/573	3/574	3/575	3/576	3/577	3/578	3/579	3/580	3/581	3/582	3/583	3/584	3/585	3/586	3/587	3/588	3/589	3/590	3/591	3/592	3/593	3/594	3/595	3/596	3/597	3/598	3/599	3/600	3/601	3/602	3/603	3/604	3/605	3/606	3/607	3/608	3/609	3/610	3/611	3/612	3/613	3/614	3/615	3/616	3/617	3/618	3/619	3/620	3/621	3/622	3/623	3/624	3/625	3/626	3/627	3/628	3/629	3/630	3/631	3/632	3/633	3/634	3/635	3/636	3/637	3/638	3/639	3/640	3/641	3/642	3/643	3/644	3/645	3/646	3/647	3/648	3/649	3/650	3/651	3/652	3/653	3/654	3/655	3/656	3/657	3/658	3/659	3/660	3/661	3/662	3/663	3/664	3/665	3/666	3/667	3/668	3/669	3/670	3/671	3/672	3/673	3/674	3/675	3/676	3/677	3/678	3/679	3/680	3/681	3/682	3/683	3/684	3/685	3/686	3/687	3/688	3/689	3/690	3/691	3/692	3/693	3/694	3/695	3/696	3/697	3/698	3/699	3/700	3/701	3/702	3/703	3/704	3/705	3/706	3/707	3/708	3/709	3/710	3/711	3/712	3/713	3/714	3/715	3/716	3/717	3/718	3/719	3/720	3/721	3/722	3/723	3/724	3/725	3/726	3/727	3/728	3/729	3/730	3/731	3/732	3/733	3/734	3/735	3/736	3/737	3/738	3/739	3/740	3/741	3/742	3/743	3/744	3/745	3/746	3/747	3/748	3/749	3/750	3/751	3/752	3/753	3/754	3/755	3/756	3/757	3/758	3/759	3/760	3/761	3/762	3/763	3/764	3/765	3/766	3/767	3/768	3/769	3/770	3/771	3/772	3/773	3/774	3/775	3/776	3/777	3/778	3/779	3/780	3/781	3/782	3/783	3/784	3/785	3/786	3/787	3/788	3/789	3/790	3/791	3/792	3/793	3/794	3/795	3/796	3/797	3/798	3/799	3/800	3/801	3/802	3/803	3/804	3/805	3/806	3/807	3/808	3/809	3/810	3/811	3/812	3/813	3/814	3/815	3/816	3/817	3/818	3/819	3/820	3/821	3/822	3/823	3/824	3/825	3/826	3/827	3/828	3/829	3/830	3/831	3/832	3/833	3/834	3/835	3/836	3/837	3/838	3/839	3/840	3/841	3/842	3/843	3/844	3/845	3/846	3/847	3/848	3/849	3/850	3/851	3/852	3/853	3/854	3/855	3/856	3/857	3/858	3/859	3/860	3/861	3/862	3/863	3/864	3/865	3/866	3/867	3/868	3/869	3/870	3/871	3/872	3/873	3/874	3/875	3/876	3/877	3/878	3/879	3/880	3/881	3/882	3/883	3/884	3/885	3/886	3/887	3/888	3/889	3/890	3/891	3/892	3/893	3/894	3/895	3/896	3/897	3/898	3/899	3/900	3/901	3/902	3/903	3/904	3/905	3/906	3/907	3/908	3/909	3/910	3/911	3/912	3/913	3/914	3/915	3/916	3/917	3/918	3/919	3/920	3/921	3/922	3/923	3/924	3/925	3/926	3/927	3/928	3/929	3/930	3/931	3/932	3/933	3/934	3/935	3/936	3/937	3/938	3/939	3/940	3/941	3/942	3/943	3/944	3/945	3/946	3/947	3/948	3/949	3/950	3/951	3/952	3/953	3/954	3/955	3/956	3/957	3/958	3/959	3/960	3/961	3/962	3/963	3/964	3/965	3/966	3/967	3/968	3/969	3/970	3/971	3/972	3/973	3/974	3/975	3/976	3/977	3/978	3/979	3/980	3/981	3/982	3/983	3/984	3/985	3/986	3/987	3/988	3/989	3/990	3/991	3/992	3/993	3/994	3/995	3/996	3/997	3/998	3/999	3/1000
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Appendix C: Ocean Township Buildout Analysis – Sewered Properties  
Outside of the Town Center



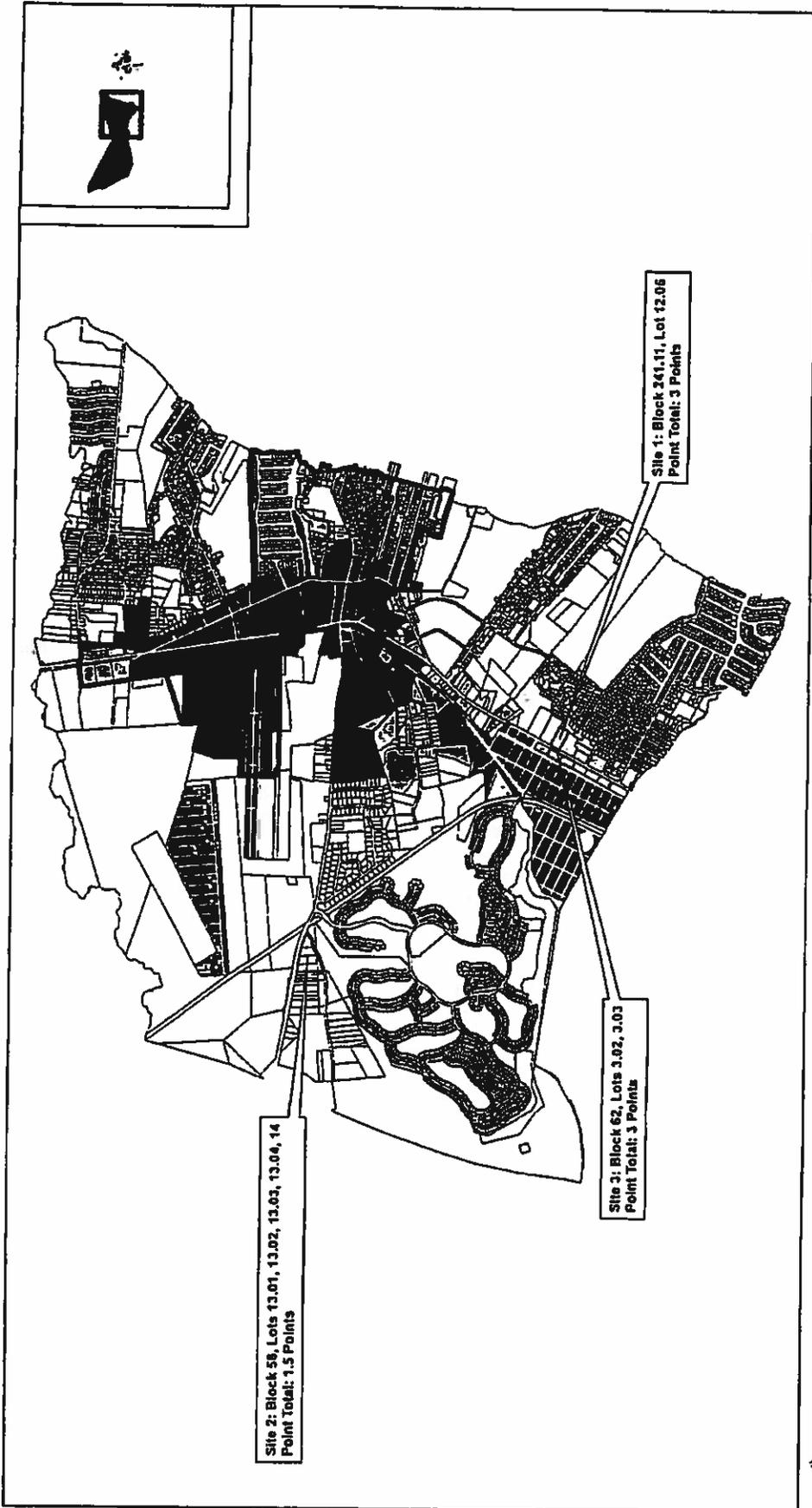
Ocean Township Buildout Analysis:  
Sewered Properties Outside of the Town Center - POINT TOTAL

Site No.	Block	Lot	Owner	Address	Prop. Class	Acprage	Encumbered	Limchmbro	Pop Cap on Impervious Coverage	Potentially Developable Acreage	Point Total	Build/Adj	Affordable Unit/Velld	Comments
1	241.11	12.05	WARRETTOWN ASSOCIATES LLC	ROUTE 9	Class 1 - Vacant Land	2.83	0.00	2.83	0.85	0.85	3	10	2	See map(s) p. 2.
	56	13.01	WARRETTOWN VILLAGE ASSOCIATES LLC	ROUTE 532	Class 1 - Vacant Land	2.08	0.00	2.08	0.62					
	56	13.02	WARRETTOWN VILLAGE ASSOCIATES LLC	ROUTE 532	Class 1 - Vacant Land	3.01	0.00	3.01	0.60					
2	56	13.03	WARRETTOWN VILLAGE ASSOCIATES LLC	87 MONEY PLACE ROAD	Class 1 - Vacant Land	1.64	0.00	1.64	0.49	2.30	1.5	10	5	Jointly owned. Along West Mills Road. See mapping.
	56	13.04	WARRETTOWN VILLAGE ASSOCIATES LLC	78 MONEY PLACE ROAD	Class 1 - Vacant Land	1.29	0.02	1.27	0.38					
	56	14	WARRETTOWN VILLAGE ASSOCIATES LLC	80 MONEY PLACE ROAD	Class 1 - Vacant Land	0.69	0.00	0.69	0.21					
3	62	3.02	REHNER, VICTORIA L	ROUTE 9	Class 1 - Vacant Land	3.41	0.00	3.41	0.43	0.85	3	10	2	Adjacent properties, and jointly owned. See map(s) p. 2.
	62	3.03	REHNER, VICTORIA L	ROUTE 9	Class 1 - Vacant Land	1.42	0.00	1.42	0.43					

9 BUILDOUT DEVELOPMENT POTENTIAL

Ocean Township Buildout Analysis:  
Sewered Properties Outside of the Town Center

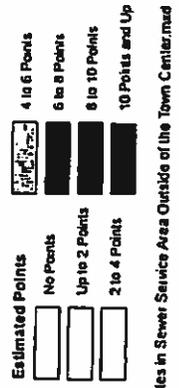
BLOCK	LOT	OWNER	ADDRESS	PROP. CLASS	ACREAGE	ENCUMBERED	UNENCUMBERED	30% CAP ON IMPROVEMENTS COVERAGE	POTENTIALLY DEVELOPABLE ACREAGE	COMMENTS
1	113	27	TOWNSHIP OF OCEAN	TILLER DRIVE	Class 15C - Public Property	8.75	5.97	0.83	0.83	Publicly owned util.
2	119	305	LARIKO, VIKENDER K & VIDVA	31 MIZEN WAY	Class 1 - Vacant Land	0.18	0.18	0.05	0.05	Small remaining acreage.
3	121	4	MITROSKY, BEATRICE SR MITROSKY	30 STARBOARD WAY	Class 1 - Vacant Land	0.28	0.00	0.08	0.08	Small remaining acreage.
4	123	1	ALOSE, LUCIAN W	84 POPLAR STREET	Class 1 - Vacant Land	0.23	0.00	0.07	0.07	Small remaining acreage.
5	124	2	SUE ANNA BUILDERS INC	23 MARLIN LANE	Class 1 - Vacant Land	0.3	0.00	0.09	0.09	Small remaining acreage.
6	174	29	TOWNSHIP OF OCEAN	GOUPHRY WAY	Class 15C - Public Property	0.98	0.00	0.29	0.29	Small remaining acreage.
7	124	3	ALOSE, SALVATORE	21 MARLIN LANE	Class 1 - Vacant Land	0.15	0.00	0.05	0.05	Small remaining acreage.
8	124	402	LAUER, PATRICIA	80 POPLAR STREET	Class 1 - Vacant Land	0.15	0.00	0.05	0.05	Small remaining acreage.
9	129	18	WELLS FARGO BANK NA	DOUGLAS LANE	Class 1 - Vacant Land	1.93	0.00	0.58	0.58	Small remaining acreage.
10	137	7	TOWNSHIP OF OCEAN	52 LIGHTHOUSE DRIVE	Class 15C - Public Property	0.11	0.00	0.03	0.03	Small remaining acreage.
11	137	3	BOITON, ROBERT J & ROBERTA I	54 LIGHTHOUSE DRIVE	Class 1 - Vacant Land	0.11	0.00	0.03	0.03	Small remaining acreage.
12	137	6	TOHMA, RAYMOND ESTATE OF	6 COLTS NECK DRIVE	Class 1 - Vacant Land	0.12	0.00	0.04	0.04	Small remaining acreage.
13	138	101	MICHELSEN, WILHELM H	58 LIGHTHOUSE DRIVE	Class 1 - Vacant Land	0.46	0.00	0.14	0.14	Small remaining acreage.
14	139	1	TOWNSHIP OF OCEAN	66 LIGHTHOUSE DRIVE	Class 15C - Public Property	0.25	0.06	0.19	0.06	Small remaining acreage.
15	140	6	BUCHLEY, PETER J III	10 SOUTHVIEW DRIVE	Class 1 - Vacant Land	0.28	0.00	0.08	0.08	Small remaining acreage.
16	241.11	12.03	MANDARINE PROPERTIES FLP	ROUTE 9	Class 1 - Vacant Land	1.73	0.83	0.9	0.27	Small remaining acreage.
17	241.11	12.09	MANDARINE PROPERTIES FLP	ROUTE 9	Class 1 - Vacant Land	1.44	0.57	0.87	0.26	Small remaining acreage.
18	241.11	12.08	MERCURIO, ANTHONY & CONSTANCE	ROUTE 9	Class 1 - Vacant Land	1.6	0.23	1.37	0.41	Small remaining acreage.
19	241.11	12.05	WARETOWN ASSOCIATES LLC	ROUTE 9	Class 1 - Vacant Land	2.83	0.00	2.83	0.85	See mapping.
20	241.11	9	ARAG VENTURES LLC	356 ROUTE 9	Class 1 - Vacant Land	0.91	0.00	0.91	0.27	Small remaining acreage.
21	243	101	PALAK ASSOCIATES LLC	ROUTE 9	Class 1 - Vacant Land	0.22	0.00	0.22	0.07	Small remaining acreage.
22	243	102	PALAK ASSOCIATES LLC	FIRST STREET	Class 1 - Vacant Land	0.33	0.00	0.33	0.10	Small remaining acreage.
23	243	2	PALAK ASSOCIATES LLC	FIRST STREET	Class 1 - Vacant Land	0.37	0.00	0.37	0.11	Small remaining acreage.
24	243	3	PALAK ASSOCIATES LLC	SENeca & FIRST STREET	Class 1 - Vacant Land	0.34	0.00	0.14	0.04	Small remaining acreage.
25	48	2	RELLEMAN, ANDREW J & DOREEN A	ROUTE 9	Class 1 - Vacant Land	1.74	0.39	1.35	0.41	Small remaining acreage.
26	54	20	WARETOWN VOL FIRE CO NO 1	WALKER LANE	Class 15F - Other Easement	16.11	6.94	9.17	2.75	Owned by Fire Company.
27	54	22.01	WONSCHMIDT, GOBRIEL & JACKIE	9 WALKER LANE	Class 1 - Vacant Land	0.96	0.00	0.96	0.29	Small remaining acreage.
28	54	22.02	TABACCHINO, GERALD & DONNA	7 WALKER LANE	Class 1 - Vacant Land	1.02	0.00	1.02	0.31	Small remaining acreage.
29	54	22.03	EBENZ, LAUREN & DANIEL	5 WALKER LANE	Class 1 - Vacant Land	1.01	0.00	1.01	0.30	Small remaining acreage.
30	54	27	WARETOWN VOL FIRE CO NO 1	WARETOWN ROAD	Class 15F - Other Easement	6.26	4.28	1.98	0.59	Small remaining acreage. Owned by Fire Company
31	54	28	WONSCHMIDT, GOBRIEL D & JACQUELINE K	GARIBOLDI ROAD	Class 1 - Vacant Land	2.64	2.01	0.63	0.19	Small remaining acreage.
32	54	31	US HOME CORP	IGNATIUS ROAD	Class 1 - Vacant Land	4.93	1.87	3.06	0.92	US Home Corp site. No ROW footage/ not ascertainable
33	56	11.01	WARETOWN VILLAGE ASSOCIATES LLC	ROUTE 532	Class 1 - Vacant Land	2.06	0.00	2.06	0.62	
34	56	13.02	WARETOWN VILLAGE ASSOCIATES LLC	ROUTE 532	Class 1 - Vacant Land	2.01	0.00	2.01	0.60	
35	56	13.03	WARETOWN VILLAGE ASSOCIATES LLC	87 MOREY PLACE ROAD	Class 1 - Vacant Land	1.64	0.00	1.64	0.49	
36	56	13.04	WARETOWN VILLAGE ASSOCIATES LLC	76 MOREY PLACE ROAD	Class 1 - Vacant Land	1.29	0.01	1.27	0.38	
37	56	14	WARETOWN VILLAGE ASSOCIATES LLC	90 MOREY PLACE ROAD	Class 1 - Vacant Land	0.69	0.00	0.69	0.21	
38	56	5.05	RELLY, CHARLES	116 MOREY PLACE ROAD	Class 1 - Vacant Land	2.13	0.04	2.09	0.63	
39	62	3.02	BEHNER, VICTORIA L	ROUTE 9	Class 1 - Vacant Land	1.41	0.00	1.41	0.42	
40	62	3.03	BEHNER, VICTORIA L	ROUTE 9	Class 1 - Vacant Land	1.42	0.00	1.42	0.43	
41	62	3.04	EWETT HOLDING CO LLC	ROUTE 9	Class 1 - Vacant Land	1.44	0.00	1.44	0.43	
42	65	10	SHERIDAN, RAYMOND M & LINDA	BAY PARKWAY, OFF OF	Class 1 - Vacant Land	2.31	0.00	2.31	0.69	
43	78	3.01	MOONEY, KYLE M	50 CHESTNUT STREET	Class 1 - Vacant Land	0.36	0.00	0.36	0.11	



**Estimated Points: Vacant Sites in Sewer Service Area and Outside of the Town Center  
Ocean Township Ocean County, New Jersey**

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

Tax Parcel East of Parkway  
Town Center  
Vacant Sites in SSA Outside of TC



11 Tindall Road  
Middletown, NJ 07748-2792  
Phone: 732-671-8400  
Fax: 732-671-7365

Prepared by: JAC: 10/3/2010  
Source: NJDEP, NJDOT, TAM ASSOCIATES, OCEAN COUNTY GIS  
File Path: H:\OTMFG\1503\GIS\Project\Estimated Points - Vacant Sites in Sewer Service Area Outside of the Town Center.mxd

0 1,050 2,100 4,200 Feet



Site Location

-  Vacant Sites in SSA Outside of TC
-  Boundary of Sewer Service Area Outside of Town Center
-  Parcel Boundary
-  Environmental Encumbrances

**Buildout Site 3:**  
Block 62, Lots 3.02, 3.03

**Buildout Site 1:**  
Block 241.11, Lot 12.05



T&M Associates  
11 Tindall Road  
Middletown, NJ 07748  
Phone: 732-671-6400  
Fax: 732-671-7365

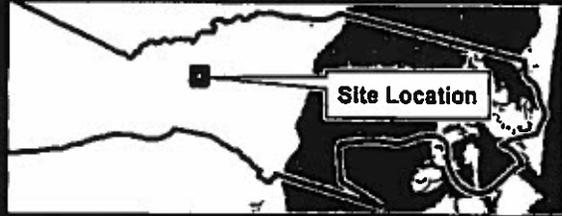
**Vacant Sites in SSA and Outside of the Town Center**  
**Buildout Site 1: Block 241.11, Lot 12.05**  
**Buildout Site 3: Block 62, Lots 3.02, 3.03**  
**Ocean Township, Ocean County, New Jersey**



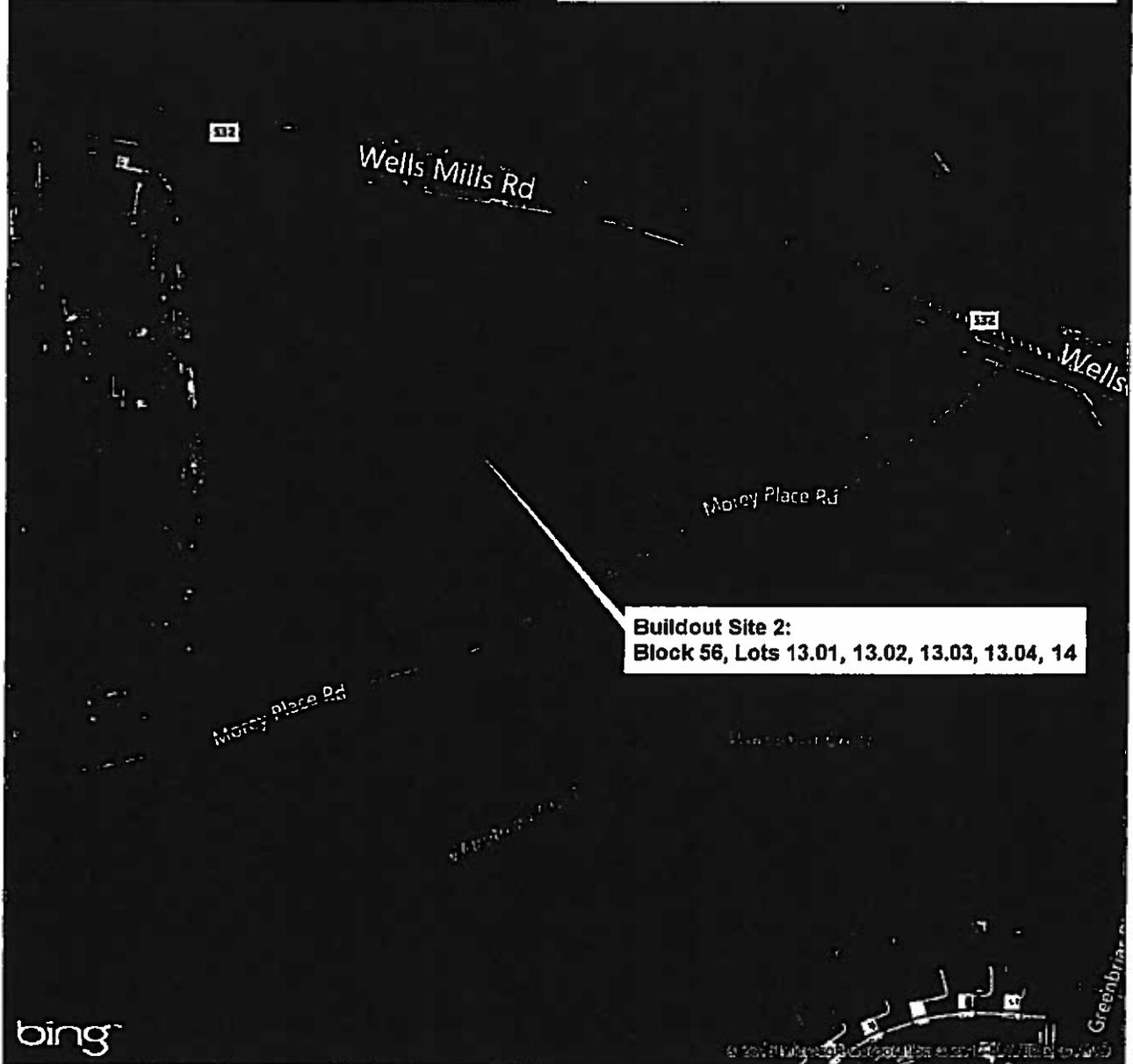
Prepared by: JAC, 10/4/2016  
Source: USFWS, USGS, FEMA, NJDEP, Ocean County, Ocean Township  
H:\OTWPIG1503\GIS\Projects\Sewer Service Area Buildout Sites.mxd



This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state authorized.



-  Vacant Sites in SSA Outside of TC
-  Boundary of Sewer Service Area Outside of Town Center
-  Parcel Boundary
-  Environmental Encumbrances



T&M Associates  
 11 Tindall Road  
 Middletown, NJ 07748  
 Phone: 732-671-6400  
 Fax: 732-671-7365

**Vacant Sites in SSA and Outside of the Town Center**  
**Buildout Site 2: Block 56, Lots 13.01, 13.02, 13.03, 13.04, 14**  
**Ocean Township, Ocean County, New Jersey**



Prepared by: JAC, 10/4/2016  
 Source: USFWS, USGS, FEMA, NJDEP, Ocean County, Ocean Township  
 H:\OTWP\GIS\Projects\Sewer Service Area Buildout Sites.mxd



This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state authorized

# EXHIBIT C



**MEMORANDUM**

**OTWP-G1603**

**To:** John Maczuga, PP, AICP

**From:** Stan Slachetka, PP, AICP

**Date:** October 12, 2016

**Re:** Description of Point-Based Affordable Housing Planning Model  
Ocean Township, NJ

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This memorandum describes a proposed planning model to direct the development of affordable housing into areas of Ocean Township that have adequate supporting infrastructure. The details of this program are provided below.

**Program Description**

The goals of this program are to: provide developers with a certain degree of flexibility while ensuring that the supply of affordable housing grows; promote smart and sustainable growth in the township in a manner consistent with the township's plan endorsement approval by the New Jersey State Planning Commission; be consistent with the goals and objectives for resiliency and recovery set forth in the Township's recent Master Plan Reexamination Report and related planning documents, including the Township's Strategic Recovery Planning Report; and, channel the development of affordable housing units to areas with access to supporting infrastructure.

The model assumes that the township would impose an affordable housing set-aside of: 15 percent on all multifamily rental development throughout its jurisdiction; and, 20 percent on all multifamily for-sale development throughout its jurisdiction. This model does not apply to the TC Town Center District Redevelopment Plan area, the TC-OC redevelopment sub-district, the Tradewinds at Waretown sub-district, or any other redevelopment district that currently has a 20 percent set-aside requirement in place. For these areas, set-aside requirements for all new multifamily development shall be consistent with the adopted redevelopment plan.



Developers would be able to meet the aforementioned set-aside requirements by either providing all of the required set-aside onsite, or, at the developer’s option by: providing a minimum of one-third of the required set-aside for multifamily rental development onsite and a payment-in-lieu to fund the construction of a maximum of two-thirds of the required set-aside for multifamily rental development on another site within the township; or, in the case of multifamily for-sale development or any type of multifamily development within the Town Center, by providing one-half of the required set-aside onsite and a payment-in-lieu to fund the construction of a maximum of one-half of the required set-aside on another site within the township. Specific per-unit, payment-in-lieu dollar amounts would be reviewed annually and determined in accordance with applicable rules and regulations, and local real estate dynamics.

A developer’s ability to exercise the option to provide a payment-in-lieu would be determined by a point-based assessment of the following locational determinants related to a specific site:

- Location in the Waretown Town Center and sewer service area;
- Proximity to bus stops, schools, parks and open space;
- The Route 9 and Route 532 corridors, and
- Emergency service stations (e.g., police, fire, EMS); and,
- Location in the “Coastal A” flood hazard area, which results in the deduction of one point.

The higher the number of points, the greater the proximity to these features and the requirement for the on-site provision of the set-aside would be. The lower the number of points, the lower the proximity to these features and the requirement for the on-site provision of the set-aside would be.

The point-based graduation between providing one-third of the required set-aside for multifamily rental development onsite (i.e., the equivalent of a 5-percent set-aside onsite) and all of the required, 15-percent set-aside onsite is outlined below.

Onsite Requirement (Multifamily Rental Development)										
5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%
↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓
0	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0+
Points Accumulated										

The point-based graduation between providing one-half of the required set-aside for multifamily for-sale development onsite (i.e., the equivalent of a 10-percent set-aside onsite), and all of the required, 20-percent set-aside onsite is outlined below (n.b., the following graduation also applies to all multifamily development in the Waretown Town Center).



Onsite Requirement (Multifamily For-Sale Development; Multifamily Development in Waretown Town Center)										
10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%
↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓	↑↓
0	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0+
Points Accumulated										

Points would be provided as follows:

- a) Bus stop within one-quarter mile: 1.0 point
- b) Bus stop within half-mile: 0.50 point
- c) Public park, open space area, or other recreational facility within one-half mile: 1.00 point
- d) Public school site within one-half mile: 1.00 point
- e) Public school site within one-quarter mile: 1.50 points
- f) Any portion of development site within one-quarter mile from Route 9: 1.00 point
- g) Any portion of development site within one-half mile from Route 532: 0.50 point
- h) Site located within the Waretown Town Center: 4.00 points
- i) Site located within one-half mile of an emergency services station (e.g., police, fire, EMS): 0.50 point
- j) Site located within the "Coastal A" flood hazard area: -1.00 points (i.e., negative one point)

Notwithstanding the above, please note that sites that are situated outside of the sewer service area or within a "Velocity Zone" flood hazard area shall have no (i.e., zero) accumulated points. In addition, single-family residential districts would not be included in the point system allocation. Finally, areas west of the Garden State Parkway, which are located in the Pinelands, are not included in the point system allocation.

The provision and valuation of the points that are outlined above has generally been inspired by the LEED for Neighborhood Development system of the United States Green Building Council. Some modifications have been made to reflect the local development context and characteristics of the township and facilitate application in the township's point-based affordable housing set-aside determination scheme. In addition, the point system as applied to Ocean Township reflects the community resiliency objectives of the Township's Master Plan and Strategic Recovery Planning Report.

The following conditions would apply to the provision of points in the township's system:

- Multiple points shall not be awarded for more than one bus stop with service on the same route. However, multiple points shall be awarded for bus stops with service on different routes.
- Distances to bus stops, public parks, open space areas, recreational facilities, and public schools represent walking distances, and must be safely walkable.



The mandatory set-aside requirement and the point-based system would be applied to all new multi-family residential development that is permitted or approved within the Township, including multi-family development permitted through zoning, redevelopment, or by variance. The use of payments in lieu of construction within areas of lower point scores would be optional for the developers.

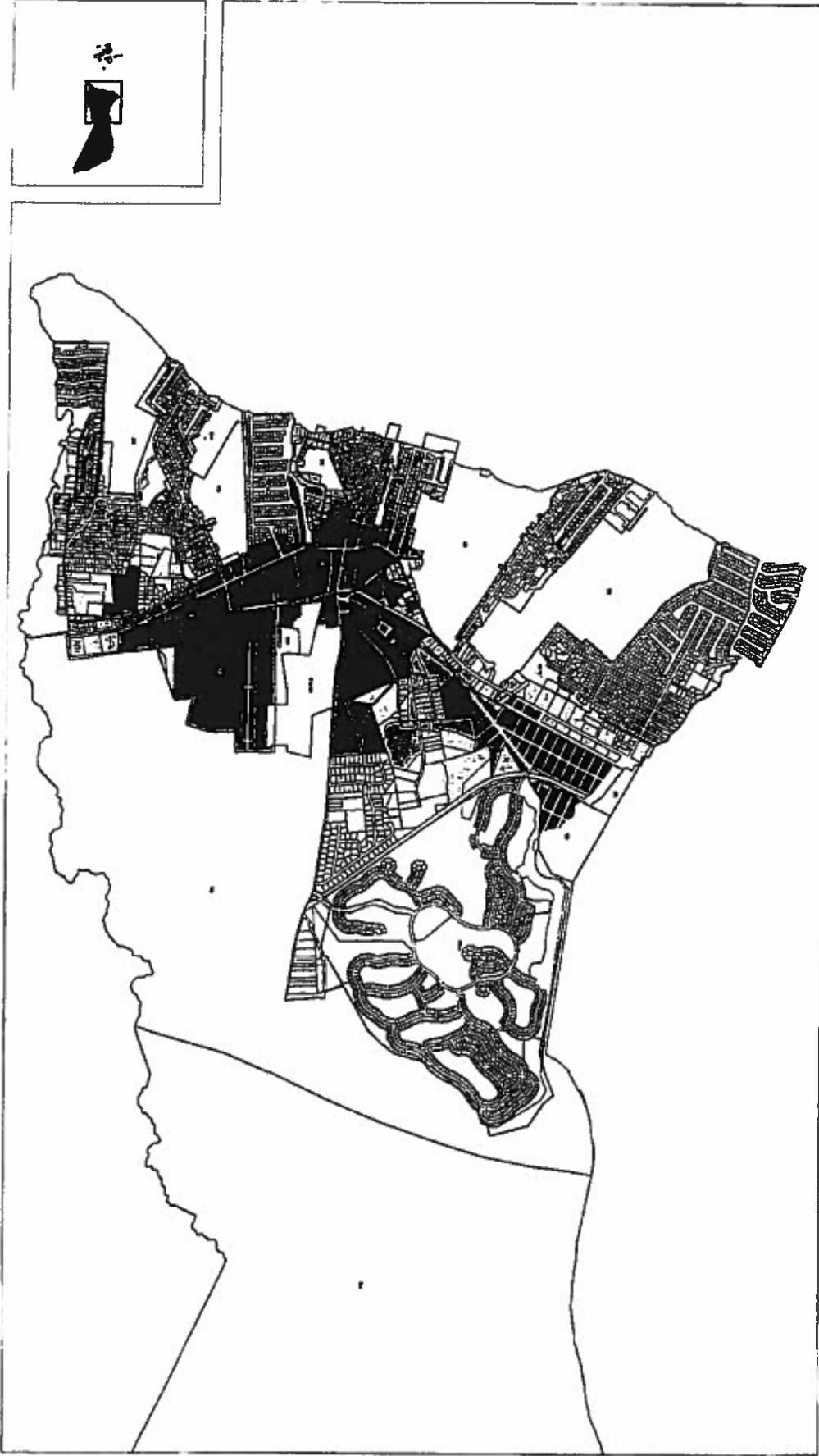
#### Mapping Description

To assess the practicality of the proposed point-based affordable housing planning model, T&M Associates has prepared a series of maps that shows: the generation of point estimates; a preliminary estimation of points; and estimated points in relation to municipal zoning. A copy of this mapping is appended to this memorandum.

With regard to the construction of these maps, it is noted that a one-mile buffer of the township's tax parcels that are located to the east of the Garden State Parkway was calculated. All point-generating features within this one-mile buffer were analyzed, so that point-generating features that were located within close proximity to the relevant portions of the township were reflected in the point calculation of properties near municipal borders. Thereafter, buffers were drawn from the point-generating features in accordance with the point generation criteria that have been outlined in this memorandum (e.g., one- and one-half-mile buffers were drawn from all public school sites). Once such buffers were drawn, points were assigned according to the point generation criteria that have been outlined in this memorandum (e.g., one- and one-half-mile buffers from all public school sites were assigned 0.5 and 1.0 point, respectively). The total number of points accrued on each site was then tallied; this is shown in the attached mapping.

Please note that the appended mapping is to be regarded purely as illustrative, and should not be used to provide a final determination of points to apply in an actual development scenario. Final determination of points will be determined by the township as part of a site-specific analysis. This is largely due to the fact that the appended mapping assumes that all areas within a radius of a particular site or feature would be safely walkable, while site-level analysis would be required to determine true walkability and point-eligibility; and, as the mapping was primarily created with available GIS data, a site-level analysis would be required to ensure that all proximate point-worthy features are included and considered in the estimation of points.





**Estimated Points and Zoning**  
**Ocean Township**  
**Ocean County, New Jersey**

As of 12/31/2023  
 Prepared by: [Name]  
 Date: [Date]

11 Frankford Blvd.  
 Atlantic City, NJ 08402-1723  
 Phone: 609-426-1400  
 Fax: 609-426-1700  
 E-Mail: [Email]  
 Website: [Website]

2023  
 12/31/2023  
 12/31/2023

11 Frankford Blvd.  
 Atlantic City, NJ 08402-1723  
 Phone: 609-426-1400  
 Fax: 609-426-1700  
 E-Mail: [Email]  
 Website: [Website]

2023  
 12/31/2023  
 12/31/2023

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2023  
 12/31/2023  
 12/31/2023

11 Frankford Blvd.  
 Atlantic City, NJ 08402-1723  
 Phone: 609-426-1400  
 Fax: 609-426-1700  
 E-Mail: [Email]  
 Website: [Website]

# **EXHIBIT D**

CapEx/Bonus on Obligation (Obligation = 236)	PRIOR ROUND		Proposed	
	# of Units	% of Obligation	# of Units	% of Obligation
SENIOR CAP	59	25%	59	25%
RENTAL BONUSES	59	25%	59	25%
RENTAL OBLIGATION	59	25%	140	59.3%
L/M Split (Total Number of Units = 177)	# of Units	% of Total Units	# of Units	% of Total Units
LOW INCOME MINIMUM*	89	50%	91	51.4%
VERY LOW INCOME MINIMUM	N/A***		N/A***	
VERY LOW INCOME FAMILY MINIMUM	N/A***		N/A***	

CapEx/Bonus on RDP (Obligation = 322 / RDP = 53)	PROSPECTIVE NEED / RDP		Proposed	
	# of Units	% of RDP	# of Units	% of RDP
SENIOR CAP	13	25%	13	25%
RENTAL BONUSES	13	25%	13	25%
RENTAL OBLIGATION	14	25%	30	37%
FAMILY RENTAL OBLIGATION	7	12.5%	17	32%
FAMILY UNIT OBLIGATION	27	50%	29	53%
V/L/M Split (Total Number of Units = 42)	# of Units	% of Total Units	# of Units	% of Total Units
LOW INCOME MINIMUM**	16	37%	17	40%
VERY LOW INCOME MINIMUM	6	13%	7	17%
VERY LOW INCOME FAMILY MINIMUM	3	6.5%	4	9.5%

	Total Units	Moderate / Low / Very Low Split				Senior / Family		Proposed / Constructed	
		Moderate	Low	Very Low	Very Low Split	Age Restricted	Mid Age Restricted	Proposed	Constructed
Withlows at Waterston	76	36	29	11	0	76	0	76	0
Prior Round Obligation	59	29	22	8	0	59	0	59	0
Prospective Need / RDP	13	6	5	2	0	13	0	13	0
Unit Need	4	1	2	1	0	4	0	4	0
MISC Enterprises	2	1	1	0	0	2	0	2	0
Prior Round Obligation	2	1	1	0	0	2	0	2	0
Tradewinds / Diamond Developers	20	14	11	4	4	20	0	20	0
Prior Round Obligation	29	14	11	4	4	29	0	29	0
Ocean Commons	12	5	5	2	0	12	0	12	0
Prospective Need / RDP	12	5	5	2	0	12	0	12	0
Town Center (TC Zone)	84	45	36	13	0	84	0	84	0
Prior Round Obligation	87	42	33	12	0	87	0	87	0
Prospective Need / RDP	7	3	3	1	0	7	0	7	0
Accessory Apartment Ordinance	10	4	4	2	0	10	0	10	0
Prospective Need / RDP	10	4	4	2	0	10	0	10	0
Overall Total	723	105	86	32	20	76	147	221	2
Prior Round Total	177	86	67	24	16	59	118	175	2
Prospective Need / RDP Total	42	18	17	7	4	13	29	42	0
Unit Need Total	4	1	2	1	0	4	0	4	0

\* Pursuant to N.J.A.C. 5:33-2.20 Low- and moderate-income split, the municipal calculated need obligation shall be divided equally between low- and moderate-income households.  
 \*\* Pursuant to N.J.S.A. 52:27D-329.1, at least 33 percent of the housing units made available for occupancy by low-income and moderate-income households will be reserved for occupancy by very low income households.  
 \*\*\* No requirement for the prior round.

# EXHIBIT E

## **Ocean Township Housing Plan – Narrative of Compliance Mechanisms**

### **Site A: Willows at Waretown (76 units)**

The subject site is located on Block 41, Lots 25-28, 29.03, 29.07, and 36.01 to the west of Town Center Drive and the existing terminus of Memorial Drive. Coastal Redevelopment Partners, LLP will construct a new three-story 76-unit senior-citizen rental project. The development will be funded in part through the application of federal low-income tax credits. The development received preliminary and final major site plan approval in December 2013.

### **Site B: MSC Enterprises (2 units)**

The MSC site is located on Block 41, Lot 35.02 at the southeast corner of Route 9 and Memorial Drive. The Township and the redeveloper have entered into a redeveloper agreement, and the site has been developed with a mixed-use development that contains eight (8) apartments, including two (2) affordable rental units. The site is governed by the requirements of the Route 9 Phase 1 Redevelopment Plan.

### **Site C: Tradewinds / Diamond Developers (29 units)**

The Tradewinds site is located on Block 131, Lot 4 on the eastern side of Route 9. The subject site is in the Route 9 Phase 1 Redevelopment Area, within the Waretown Town Center. The 15-acre tract will include a mixed-use component that will contain 144 residential units, of which 115 will be market rate and 29 will be affordable rental apartments.

### **Site D: Ocean Commons (55 units)**

Block 41, Lot 42.01. This site is subject to the provisions outlined in the Ocean Commons Redevelopment Plan (adopted January 12, 2012). The Redevelopment Plan contemplates 12 affordable family for-sale units out of a total 55 units (a 21.8% set-aside). The Township is also currently allowing a 100% affordable family rental project on the Ocean Commons site as a mechanism to meet unmet need and currently contemplating the usage of a portion of that 100% project and associates bonuses to meet a portion of the Third Round RDP. If this site instead develops as a for-sale project, the Township reserves the right to reallocate credits between the Prior Round and Third Round to meet the rental and family rental requirement in the Third Round at any of the annual reviews or the midpoint realistic opportunity review called for by Paragraphs 16 and 17 in the Settlement Agreement.

### **Site E: TC Zone / Redevelopment Area (94 units)**

Regulated by the standards outlined in the TC Town Center District Redevelopment Plan. The Township is claiming credits for 94 affordable units.

### **Site F: Accessory Apartment Ordinance (10 units)**

Township will adopt accessory apartment ordinance in accordance with COAH's model to account for 10 affordable housing units.

**Payment in Lieu: Edgemont Redevelopment Area**

The Township has entered into a redeveloper agreement with U.S. Homes for an expansion of its adjoining age-restricted housing development into the Edgemont Redevelopment Area. As part of the agreement, U.S. Homes is contributing to the Township \$630,000 as a payment in lieu of construction for the creation of 18 affordable units in the Waretown Town Center Redevelopment Area.

**Ocean Township Housing Rehabilitation Program**

The township will address its rehabilitation obligation through a continuation of the Ocean Township Housing Rehabilitation Program (OTHRP). The OTHRP is a scattered site rehabilitation program that will target low and moderate-income owner-occupied and rental units throughout Ocean Township. Ocean Township has contracted with Community Grants, Planning, and Housing (CPG&H), a private consulting firm specializing in the implementation of publicly funded housing rehabilitation programs, to manage and administer the OTHRP for a ten-year time frame.