

Cranford Township

Union County



Housing Plan Element

Fair Share Plan

Adopted March 3, 2021

Cranford Township Planning Board

In Consultation with Banisch Associates, Inc.

The original document was appropriately signed and sealed on March 4, 2021 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

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Executive Summary

This 2021 Housing Plan Element and Fair Share Plan was prepared pursuant to the procedures outlined in In re Adoption of N.J.A.C. 5:96 & 5:97 by the N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”). More specifically, on November 20, 2018, prior to the expiration of its prior Judgment of Compliance and Repose, the Township filed a declaratory relief action, In re the Township of Cranford, County of Union, UNN-L-3976-18. This plan is being submitted in conjunction with said action. It has been prepared in accordance with the Municipal Land Use Law (MLUL) (40:55D-28b(3)), the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), COAH Round 2 regulations (N.J.A.C. 5:93-1, et seq.), and Mount Laurel case law.

Affordable Housing History in New Jersey

The Mount Laurel doctrine started with the 1975 decision by the New Jersey Supreme Court involving the Township of Mount Laurel (So. Burl. Cty. N.A.A.C.P. v. Tp. Of. Mt. Laurel, 67 N.J. 151 (1975) or “Mount Laurel I”). In Mount Laurel I, the Supreme Court decided that under the State Constitution, each municipality “must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there,” including those of low- and moderate-income, thereby prohibiting municipalities from using zoning powers to prevent the potential for the development of affordable housing.

Displeased with general inaction and lack of movement by municipalities under its earlier decision to produce affordable housing, in 1983, the New Jersey Supreme Court released a second Mount Laurel decision (So. Burlington Ct. N.A.A.C.P. v. Mount Laurel Tp., 92 N.J. 158 (1983), known as “Mount Laurel II”). Because the legislature had not enacted laws to implement the Court’s ruling in Mount Laurel I, the Court fashioned a judicial remedy, commonly referred to as a “builder’s remedy.” This remedy created a special litigation track for exclusionary zoning cases and permitted a “builder’s remedy” which enabled builders to file suit to attempt to secure the right to construct housing at higher densities than the municipality would otherwise allow in exchange for a commitment to reserve at least 20 percent of the units for low and moderate income households.

In 1985, the State Legislature passed, and the Governor signed, the Fair Housing Act (“FHA”), which the New Jersey Supreme Court upheld in Hills Dev. Co. v. Bernards Twp., 103 N.J. 1 (1986) or “Mount Laurel III.” The FHA created the Council on Affordable Housing (“COAH”) and assigned it the primary responsibility for determining municipal affordable housing obligations. Through the FHA, COAH was required to (1) enact regulations that established the statewide affordable housing need, (2) assign to each municipality an affordable housing obligation for its designated region, and (3) identify the techniques available to municipalities to meet its assigned obligation. The FHA included a process for municipalities to obtain Substantive Certification, which, if granted by COAH, would protect municipalities against exclusionary zoning lawsuits such as Builder’s Remedy lawsuits by rendering a municipality’s housing element and ordinances presumptively valid in any exclusionary zoning litigation for six years. The Legislature subsequently amended the FHA to extend the period of protection for ten years. The FHA also enabled municipalities with pending Mount Laurel lawsuits to have those suits transferred to COAH for resolution through the administrative process COAH established through its regulations.

To implement the FHA requirements, COAH adopted a series of regulations. Round 1 regulations were adopted by COAH in 1987 and Round 2 regulations were adopted in 1994. In 2004, COAH adopted the first iteration of the Third Round rules. In 2007, the Appellate Division affirmed portions of COAH's 2004 Third Round rules, but invalidated other aspects of them. See In re Adoption of N.J.A.C. 5:94 & 5:95, 390 N.J. Super. 1 (App. Div. 2007). The opinion remanded the matter to COAH for adoption of new compliant regulations, and gave the agency six months to do so. The Appellate Division granted COAH two extensions, and COAH finally adopted a second set of Third Round rules in May of 2008. Many municipalities submitted Third Round Affordable Housing plans to COAH and to courts for approval in December of 2008 in response to the new Third Round Rules.

On October 8, 2010, the Appellate Division concluded that COAH's revised 2008 regulations suffered from many of the same deficiencies as the first set of Third Round rules, and it invalidated substantial portions of the 2008 Third Round regulations again. See In re Adoption of N.J.A.C. 5:96 & 5:97, 416 N.J. Super. 462 (App. Div. 2010). The Appellate Division specifically directed COAH to use a methodology for determining prospective affordable housing needs similar to the methodologies used in the prior rounds.

In 2013, the Supreme Court affirmed the Appellate Division's decision, and directed COAH to adopt new third round regulations promptly. When it failed to do so, the Supreme Court entered an order on March 14, 2014 requiring COAH to adopt new Third Round regulations by October 22, 2014 or risk serious consequences. COAH proposed the third version of Third Round regulations on April 30, 2014 and many municipalities adopted resolutions urging COAH to meet the Supreme Court's deadline. Unfortunately, in October of 2014, the COAH Board deadlocked 3-3 when voting to approve the regulations, which were therefore not adopted.

In response, on March 10, 2015 the Supreme Court issued its Mount Laurel IV decision, in which it (1) found that COAH had violated the March 14, 2014 Order by failing to adopt new Third Round regulations by October 22, 2014, (2) held that, without new Third Round regulations, COAH could not process the petitions for substantive certification of over 300 municipalities, (3) established new procedures to enable the COAH municipalities to proceed in court; and (4) relied upon an immunity procedure commonly used in court proceedings to enable these COAH towns to secure the same protections from exclusionary zoning lawsuits in the new court proceeding that they previously had at COAH.

Summary of Cranford Township's Affordable Housing History and Activities

The Township's 2008 Housing Plan Element and Fair Share Plan was placed under the jurisdiction of the Court in January of 2008 pursuant to a complaint filed by Lehigh Acquisition Corp. entitled Lehigh Acquisition Corp. v. Township of Cranford et al., Docket No. UNN-L-0140-08. In the same year, Cranford Development Associates, LLC also filed a complaint against the Township entitled Cranford Development Associates, LLC at als. v. Township of Cranford et al., Docket No. UNN-L-3759-08. The Township's 2008 Housing Plan Element and Fair Share Plan was adopted by the Township's Planning Board on December 3, 2008, then endorsed by the Township Committee December 9, 2008.

On December 9, 2011, Honorable Lisa F. Crystal, J.S.C. issued an Order Granting Relief in Exclusionary Zoning Litigation in Cranford Development Associates, LLC at als. v. Township of

Cranford et al. The 2008 Housing Plan Element and Fair Share Plan was updated and amended in accordance with the December 9, 2011 order and was adopted by the Planning Board on May 2, 2012.

The Township's 2013 Housing Plan Element and Fair Share Plan was prepared in accordance with the October 8, 2010 Appellate Division decision. At the time the 2013 Housing Plan Element and Fair Share Plan (HEFSP) was prepared, the Township had not been assigned a Third Round affordable housing obligation due to the invalidation of the growth share methodology. In the absence of a Third Round number, the plan included a Vacant Land Adjustment which demonstrated that the Township had a Realistic Development Potential of 5. The Plan demonstrated how the Township would be able to address the RDP of 5.

On May 22, 2013, Honorable Lisa F. Crystal, J.S.C. entered a Third Round Judgment of Compliance and Repose (JOR) in favor of the Township. The JOR approved the 2013 Housing Plan Element and Fair Share Plan which satisfied the Township's Prior Round responsibilities and memorialized the Court's finding that the Township had an RDP of 5 at that time. Through the May 22, 2013 JOR, the Township received protection from all exclusionary zoning lawsuits until December 31, 2018.

Since the issuance of the 2013 JOR, various changed circumstances have occurred which have increased the Township's RDP to 131 and, as of the date of this HEFSP, up to 140.

This Plan has been prepared in response to the Settlement Agreement dated November 12, 2019 (Appendix A) between Cranford Township and Fair Share Housing Center (FSHC) (IMO Cranford Twp., Docket No. UNN-L-3976-18). This HEFSP also anticipates an amendment to the FSHC Settlement Agreement which was authorized for execution by the Township on January 26, 2021 (Appendix B). This HEFSP sets forth the manner in which the Township will address its third-round affordable housing obligations as agreed to in that FSHC Settlements. The affordable housing obligations agreed to by Cranford Township and FSHC are identified on Table 1:

Table 1: Cranford Township's Affordable Housing Obligation

Component of Third Round Obligation:	Units
Rehabilitation Share	85
Prior Round Obligation (pursuant to N.J.A.C. 5:93):	148
Third Round (1999-2025)	440

The November 12, 2019 Settlement Agreement identifies a 131-unit RDP, plus an additional 20 units to address the RDP gap identified in the May 2018 motion.¹ The RDP has been adjusted in this HEFSP to 140 to account for the Memorandum of Understanding for Settlement with Hartz Mountain Industries, Inc. dated December 21, 2020, providing for 38 affordable units, and a recently approved "Term Sheet" for the 100-126 South Avenue development. The Term Sheet outlines a proposed development of 55 total units, with binding provisions requiring 11 of the 55

¹ The Township proposes to satisfy the additional 20-unit obligation purely for purposes of settlement. The Birchwood Appeal has been remanded to the trial court in the context of the Joint Fairness and Compliance Hearing to review the FSHC Settlement and this HEFSP. If approved without modification, the 20-unit obligation will no longer exist, but the Township will still maintain all proposed compliance mechanisms specified in the FSHC Settlement as Amended.

units to be affordable. This amended HEFSP identifies existing and proposed affordable housing that Cranford Township will apply to these Third Round affordable housing obligations pursuant to the FSHC Settlement(s).

Statutory Affordable Housing Requirements

This Housing Plan Element has been prepared in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-28b(3)) and the Fair Housing Act (N.J.S.A. 52:27D-310) to address Cranford's cumulative housing obligation. N.J.S.A. 52:27D-310 outlines the mandatory requirements for a Housing Plan Element. This plan also responds to the affordable housing mandates of the applicable Substantive Rules of the Council on Affordable Housing (N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:97-1 et seq.).

At N.J.S.A. 40:55D-28.b(3), the Municipal Land Use Law identifies the following requirements for a Housing Plan Element:

(3) A housing plan element pursuant to section 10 of P.L.1985, c.222 (C.52:27D-310), including, but not limited to, residential standards and proposals for the construction and improvement of housing;

The Content of a Housing Element (N.J.A.C. 5:97-2.3) as outlined at subsection (a), requires that a Housing Element submitted to the Council shall include the minimum requirements prescribed by N.J.S.A 52:27D-310 which provides that

“a municipal housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;

b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

d. An analysis of the existing and probable future employment characteristics of the municipality;

e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing; and

f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.”

Present Need Obligation

The Township's present need, or rehabilitation obligation, of 85 units will be addressed through a municipally-operated rehabilitation program. The municipal program will provide for both for-sale rehabilitation and rehabilitation rental units. CGP&H, the Township's Administrative Agent, has prepared a program manual to be adopted by the governing body (see Appendix D – Cranford Township Rehabilitation Program Manual), and the program will meet the requirements of N.J.A.C. 5:93-5.2.

Prior Round Obligation

Cranford has a prior round obligation of 148 units which has been fully addressed as outlined in Table 2.

Table 2: Allocation of Units and Credits to Address Prior Round Obligation of 148 Units

Project	Type of unit	Number units / bedrooms	Approved or Constructed/Occupied	Bedroom/ Income Distribution
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01) (maximum based on 25% of 148)	Rental Age restricted	37	Constructed/occupied 1990	37 x 1BR All very low income
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	Family Rental	16	Constructed/occupied 2013	1 BR: 3 x low 2 x moderate 2BR: 3 x low 5 x moderate 3 BR: 2 x very low 2 x low 2 x low
SERV Center of NJ (Block 514, Lot 3)	Supportive and Special Needs Housing	3	Constructed/occupied 1998	3 x 1BR All very low
Birchwood Site (formerly Cranford Development)	Family Rentals	34	Approved	1 BR: 1 x low 2 x moderate

Associates (CDA) Project) (Block 291, Lot 15.01, Block 292, Lot 2)				2BR: 3 x very low 9 x low 12 x moderate 3BR: 2 x very low 2 x low 3 x moderate
Lehigh Acquisition Project (Block 511, Lot 1) aka Woodmont	Family Rentals	21	Constructed/occupied 2015	1 BR: 1x very low 2 x low 1 x moderate 2 BR: 1x very low 7 x low 7 x moderate 3 BR: 3 x low 2 x moderate
Rental Bonus Credits		37		
Total		148		

Prior Round Compliance Components

The Township has implemented the prior round compliance components, including 111 units or group home bedrooms and 37 rental bonus credits, addressing COAH compliance requirements as seen in Table 5 below:

Table 3: Prior Round Compliance Mechanisms

Project	Credits	
Group home	3	
Age-restricted rental	37	
Family rental	71	
Rental Bonus Credits	37	
Total	148	
Mechanism Requirements	Required/Permitted	Provided
Maximum Age-Restricted (25% of Obligation)	37	37
Minimum Rental (25% of Obligation)	37	71
Maximum Bonus (25% of Obligation)	37	37

Thus, the Township has satisfied the numerical prior round obligation and has also satisfied the required compliance credit minimums/maximum requirements, as noted above.

Third Round Prospective Need Obligation

Cranford has agreed to a third-round prospective need obligation of 440 units. The Township has prepared a Vacant Land Adjustment (Appendix C) in accordance with N.J.A.C. 5:93-4.2, demonstrating that the Township does not have adequate developable land to address the full affordable housing obligation and is eligible for adjustment of the third round obligation. A vacant land analysis was prepared and the realistic development potential (RDP) was calculated at 140.

Addressing the Third Round Realistic Development Potential (RDP)

The Realistic Development Potential (RDP) is 140 per the Amended FSHC Settlement, authorized for execution by the Township on January 26, 2021 (Appendix B). When combined with the additional 20 “hard units” agreed upon through the amended Settlement Agreement, the Township must provide a realistic opportunity for the creation of 160 affordable units. However, if the Settlement and this HEFSP are approved by the trial court without modification, then, while the Township will still create a realistic opportunity for 160 units, the 20-unit hard obligation will no longer exist and the units created will be treated as surplus units per Paragraphs 6 and 11 of the Amended FSHC Settlement Agreement. Table 4 identifies the proposed compliance mechanisms that will provide 187 units or credits, as seen below, exceeding the RDP by 47 and/or exceeding the 140 “RDP + 20” obligation by 27 units.

Consideration of Projects Proposed for the Construction of Low- and Moderate-Income Units

The Township’s existing Third Round HEFSP includes a proposed mixed-use project on Myrtle Street (Block 574, Lots 14 &15; Block 573, Lot 9), that is being removed via this amended HEFSP. The proposed area is 0.80 acres and would have yielded 2 affordable units.

The proposed mixed-use project was immediately east of and adjacent to the Myrtle Street special needs project that remains in this HEFSP. Immediately behind and east of the proposed mixed-use inclusionary project is a single-family residential neighborhood. Across the street is low-rise light commercial building. There are no other mixed-use developments in the area, with the closest approximately 1 mile away (driving distance) on Centennial Avenue. The project site is not in an area designated by the Township’s Master Plan for increased density and mixed uses. Accordingly, this project was removed from this HEFSP in favor of projects in the Township’s Downtown commercial districts, which the Township’s Master Plan has designated for such developments.

All other proposed projects have been included in the Township’s Fair Share Plan and will be discussed further below.

Table 4: Third Round RDP Compliance Mechanisms

Project	Type	Units	Bonus	Status	Approval Date	Bedroom/ Income Distribution
Riverfront	Family Rental	3#	3	Existing	2013	1 BR: 3 x low 2 x moderate 2BR:

						3 x low 5 x moderate 3 BR: 2 x very low 2 x low 2 x low
Woodmont	Family Rental	3	3	Existing		1 BR: 1x very low 2 x low 1 x moderate 2 BR: 1x very low 7 x low 7 x moderate 3 BR: 3 x low 2 x moderate
Needlepoint	Family Rental	1	1	Existing	3-24-2010	1 x 1 BR Low
Lincoln	Age Restricted rental	35 (of 63)		Existing	Built 1990	All 1BR All very low
Homefirst (18b Parkway Village)	Supportive and Special Needs Housing	4		Existing	20-year deed restriction 7-30-2014	4 bedrooms All very low
Homefirst #2 (117 Benjamin)	Supportive and Special Needs Housing	3		Existing	20-year deed restriction 7-30-2014	3 bedrooms All very low
Bridgeway (304 Lincoln)	Supportive and Special Needs Housing	2		Existing		2 bedrooms All very low
SERV (125 Dietz Street)	Supportive and Special Needs Housing	4		Existing	20-year deed restriction 8-1-2006	4 bedrooms All very low
Community Access Unlimited (CAU) (48 Johnson Ave)	Supportive and Special Needs Housing	6		Existing	2-11-99	6 bedrooms All very low
310 Centennial	Family Rental	2	2	Constructed	2018	1BR – very low 1BR- moderate
109 Walnut	Family Rental	4	4	Constructed	6-19-17	1BR – Moderate 2BR: 1 x very low 1 x moderate

						3BR – low
North Avenue Redevelopment (Block 193, Lots 10, 11, 12, 13, 14 and 6.01)	Family Rental	8	2	Proposed	TC Designation of AIN: 9-8-20	2BR: 3 – low 2 – moderate 3BR: 1 – very low 1 – low 1 – moderate
Myrtle Street Special Needs (Block 573, Lots 10 and 12.02)	Supportive and Special Needs Housing	8	2	Proposed		8 bedrooms All very low
201 Walnut Avenue Block 484, Lot 19.01 (Wells Fargo)	Supportive and Special Needs Housing	8	7	Proposed		8 bedrooms All very low
100 – 126 South Avenue (Block 478, Lots 1.01, 1.02 & 2-6)	Family Rental* and/or supportive housing	11	11			Subject to UHAC/ Developer's Agreements
750 Walnut Avenue (Block 541, Lot 2)	Inclusionary	38		Proposed		Bedroom/Income distribution not finalized.
Market-to- Affordable	Market to Affordable	5		Proposed		At least 4 low- income, if needed for satisfying 50% low income RDP.
CAU additional beds or other Group Home bedrooms	Supportive and Special Needs Housing	7		Proposed		7 bedrooms All very low
Total		152	35**			
Grand Total		187				

There are 5 one-bedroom affordable units constructed at Riverfront. Thus, a waiver for rounding up to the 4th unit will be required to receive 18 credits, as will a waiver for the 5th one-bedroom unit in order to receive COAH or Fair Housing Act credit for all 19 affordable units.

*Some of these units may be sited at 201 Walnut Avenue.

**After application of caps

Third Round Compliance Components

The Township's third round compliance components, which total 187 units or credits, including 152 units or group home bedrooms and 35 rental bonus credits, address COAH compliance requirements as seen in Table 5 below:

Table 5: Third Round Compliance Mechanisms

Project	Credits	
Group home	42	
Age-restricted rental	435	
Family rental	32	
Market to affordable	5	
Inclusionary for-sale	38	
Rental Bonus Credits	35	
Total	187	
Mechanism Requirements	Required/Permitted	Provided
Maximum Age-Restricted (25% of Obligation)	35	✓
Minimum Rental (25% of Obligation)	35	✓
Maximum Bonus (25% of Obligation)	35	✓

The rental bonus cap and senior cap are typically within 1 unit of each other. In this case, however, the Township's settlement has read the Court's prior ruling most strictly to require the Township to create a realistic opportunity for its RDP + 20 hard units. This settled upon provision provides a reservation of right to pursue that particular ruling in the appellate division. Thus, while the term "hard units" precludes bonuses on the 20 additional units, it does not preclude the senior cap from increasing.

COAH Site Suitability Evaluation

In order to provide a realistic opportunity for the construction of low-and moderate-income housing, sites for inclusionary or 100% affordable housing must meet the four (4) site suitability criteria set forth in N.J.A.C. 5:93-5.3 as seen below:

"Approvable site" means a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.

"Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.

"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable areawide water quality management plan (including the wastewater management plan) or is included in

an amendment to the areawide water quality management plan submitted to and under review by DEP.

“Suitable site” means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.

The Township’s compliance components addressing the RDP are reviewed according to these criteria in the discussion below.

Myrtle Street Site (Block 573, Lot 10 and Lot 12.02)

The Myrtle Street special needs site is .9 acres located along Myrtle Street near the intersection of Bryant Avenue and Commerce Drive (Figure 2). The wooded site, currently owned by the Township, was purchased earlier in 2020. The property is located in a single-family residential neighborhood which borders the properties on the north, west and east. A single-story light manufacturing building is located to the south, across Myrtle Street. The site is currently vacant and free from environmental constraints. The Township is under contract (see Appendix E) to partner with AVIDD Community Services, a non-profit organization, to provide an 8-unit supportive and special needs facility on the property. AVIDD has begun conducting surveys, as well as other preconstruction activities. While the parties continue to work towards development, those efforts have been significantly hampered and slowed by the COVID-19 pandemic, particularly the pandemic’s effect on the State and local government offices from which the parties need information, permits, and/or approvals.

The Myrtle Street site can be developed consistent with the site suitability criteria in N.J.A.C. 5:93-5.3, and the property meets these requirements as follows:

“Approvable site”

The Myrtle Street site is approvable because it may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Located along Myrtle Street between Commerce Drive and Bryant Avenue, the site is currently vacant and wooded. The construction of a residential use at this location can be done in a manner that is consistent with the rules and regulations regarding affordable housing and such construction will advance the goal of creating affordable housing in the Township. There are no known environmental clean-up issues on the site.

“Available site”

Block 573, Lot 10 and Lot 12.02 are municipally owned with no known encumbrances that prevent its development of the property for low- and moderate-income housing.

“Developable site”

This site is served by existing infrastructure including water and sewer lines.

“Suitable site”

As seen on Figure 2, the site has frontage on Myrtle Street and adjoins a single-family residential neighborhood along Hory Street to the north. It also is across Myrtle Street

from the industrial park uses to the south (National Tree Company and U.S. Blade Manufacturing). There are no environmental constraints affecting this site.

South Avenue/Chestnut Street (Block 478 Lots 1.01, 1.02 & 2-6; Block 484, Lot 19.01)

The proposed South Avenue/Chestnut Street project includes the property at 201 Walnut Street (Block 484, Lot 19.01) and the site at 100-126 South Avenue (Block 478 Lots 1.01, 1.02 & 2-6). The property owner, Iron Ore Properties, has proposed approximately 95 units (55 for South Avenue, and 40 for 201 Walnut). The Township Iron Ore Properties, LLC have executed a Term Sheet for the combined project pursuant to which Iron Ore has committed to a 20% affordable housing set-aside with 55% of the affordable units as family rental units, which would yield a combined total 19 affordable units, 11 of which are family rentals(see Appendix F – Conceptual Renderings of the Iron Ore project). On August 24, 2020, the Township Committee directed the Planning Board to conduct an investigative study to determine whether the properties qualify as an area in need of rehabilitation. The Planning Board commenced that study on September 16, 2020.

201 Walnut Avenue (Block 484, Lot 19.01)

The property is .8 acres and located at the intersection of Walnut Avenue and Chestnut Street with access to Chestnut Street and High Street. The northern half of 201 Walnut is currently developed with a vacant former Wells Fargo bank and drive-thru teller area and is privately owned. The site is already serviced with water and sewer and has no environmental constraints. The surrounding area is a mix of small-scale commercial uses and typical single-family residential homes

201 Walnut Avenue will produce 40 total market rate units and 8 affordable group homes units and can satisfy the COAH requirements to create a realistic opportunity for the construction of affordable housing, as follows:

“Approvable site”

The 201 Walnut Avenue site is approvable because it may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Located at the corner of Walnut Avenue and Chestnut Street, this former drive-thru bank is situated in a residential neighborhood undergoing significant new development. The construction of a residential use at this location can be done in a manner that is consistent with the rules and regulations regarding affordable housing and such construction will advance the goal of creating affordable housing in the Township.

“Available site”

Block 484, Lot 19.01 is in private ownership with no known encumbrances that prevent its development for low- and moderate-income housing.

“Developable site”

This site is served by existing infrastructure including water and sewer lines.

“Suitable site”

As seen on Figure 3, 201 Walnut Avenue has frontage on Chestnut Street and Walnut Avenue and adjoins a single-family residential neighborhood along Walnut Avenue. The environmental

constraints affecting this site include an area of 100-year flood zone affecting the easterly half of the site, leaving 0.49 acres outside the flood zone.

South Avenue (Block 478)

The property at 100-126 South Avenue (Block 478, Lot 1.01, 1.02 and 2-6) is proposed for a development of 55 total units and 11 affordable family rentals. This site also meets the COAH suitability criteria as follows:

“Approvable site”

The 100-126 South Avenue site is approvable because it may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The construction of a residential use at this location can be done in a manner that is consistent with the rules and regulations regarding affordable housing and such construction will advance the goal of creating affordable housing in the Township. No environmental remediation issues are known to exist.

“Available site”

Block 487, Lots 1.01, 1.02, 2-6 are in private ownership with no known encumbrances that prevent its development for low- and moderate-income housing.

“Developable site”

This site is served by existing infrastructure including water and sewer lines.

“Suitable site”

As seen on Figure 3, the tract extends roughly 600’ along South Avenue (County Route 610), between Walnut Avenue and High Street, with additional frontage on High Street. The tract is proximate to Cranford Station (300’-500’ away) in a portion of the downtown rich in commercial services.

750 Walnut Avenue (Block 541, Lot 2)

The 750 Walnut Avenue Property is located near the intersection of Raritan Avenue and is approximately 30.5 acres and developed with an office building complex (Figure 4). The site is free of constraints and is under private ownership. According to the terms of a “Memorandum of Understanding for Settlement” dated December 21, 2020 between Hartz Mountain Industries, Inc. and Cranford, the Township intends to rezone half of the property (15.25 acres) to permit a 250-unit inclusionary residential development, including 38 affordable family rental units and 212 market rate units. The remainder of the site will be rezoned for non-residential development.

The property at 750 Walnut Avenue can be developed consistent with the site suitability criteria in N.J.A.C. 5:93-5.3, and the property meets these requirements as follows:

“Approvable site”

The site is approvable because it may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Located between Raritan Road and the railroad, the site is currently developed with an office and manufacturing use. The construction of a residential use at this location can be done in a manner

that is consistent with the rules and regulations regarding affordable housing and such construction will advance the goal of creating affordable housing in the Township.

“Available site”

Block 541, Lot 2 is in private ownership with no known encumbrances that prevent its development of the property for low- and moderate-income housing.

“Developable site”

This site is served by existing infrastructure including water and sewer lines.

“Suitable site”

As seen on Figure 4, the site has frontage on Walnut Avenue and adjoins a single-family residential neighborhood across Walnut Avenue to the west. The parcel also adjoins the Hyatt Hills Golf Complex to the east and a major commercial node, with supermarkets and various retail and service uses, to the south, along Walnut Avenue and Raritan Road. There are no environmental constraints affecting this site.

North Avenue Redevelopment Area (Block 193, Lots 10-14 and Lot 6.01)

The proposed North Avenue Redevelopment Area site is bounded by North Avenue East to the south, Springfield Avenue to the east, and North Union Avenue to the north (Figure 1). The site is currently fully developed with multiple uses including a multi-tenant retail/service building along North Avenue, a gas station on the corner of North and Springfield Avenues, an animal hospital, and the Cranford Fire Headquarters along Springfield Avenue. The site has access to all three roadways and is serviced by water and sewer. There are no known title encumbrances.

On September 8, 2020, the Township designated the properties as a Condemnation Area in Need of Redevelopment. The Township has published a Request for Expression of Interest from developers interested in developing the property. The Township anticipates being able to review and select a submission in April 2021. The Township will subsequently adopt a Redevelopment Plan in accordance with the Local Redevelopment Housing Law (N.J.S.A. 40A:12A-1 et seq.). The parcels included in the proposed redevelopment area include both privately and municipally owned properties and would provide 8 affordable housing units.

To be consistent with sound planning principles, it is the Township’s intention to use the redevelopment process to coordinate a public/private partnership that will result in a mixed-use inclusionary project which includes a municipal parking component, addresses downtown flooding concerns and is designed at a scale and density that is consistent with Cranford’s continued efforts to revitalize its downtown. The Township also has the right to utilize the site for the construction of a 100% affordable project, in lieu of inclusionary zoning.

The Township owns 1.55 of the 1.97 acres in the North Avenue Redevelopment Area, which can be developed consistent with the site suitability criteria in N.J.A.C. 5:93-5.3, and the property meets these requirements as follows:

“Approvable site”

The North Avenue Redevelopment Area site is approvable because it may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. Located along Springfield Avenue, between the intersections of

North Union Avenue and North Avenue East in the Downtown Core District, the site is currently fully developed with a municipal parking lot, the firehouse, a veterinarian's office, a Delta fueling station and a multi-use commercial building. Underground storage tanks at the Delta fueling station and the municipal parking lot will require remediation, but this is not usually an impediment to development when conducted according to NJDEP requirements.

The conversion of the site to a residential use can be done in a manner that is consistent with the all the rules and regulations regarding affordable housing and will advance the goal of creating affordable housing in the Township.

“Available site”

Block 193, Lots 10-14 and Lot 6.01 are in both public and private ownership with no known encumbrances that prevent its development for low- and moderate-income housing. The privately-owned property is currently for-sale.

“Developable site”

This existing developed site is served by existing infrastructure including water and sewer lines.

“Suitable site”

As seen on Figure 1, the site has frontage on three streets in an area that includes a mix of public and non-residential uses, with the Cranford Town Hall across Springfield Avenue and businesses lining the frontages of North Union and North Avenue. Uses adjoining the property include offices and retail uses to the north and west, and a collection of commercial single tenant buildings to the south, including retail uses, a tavern and an auto repair facility. The only environmental constraint affecting this site is a small area of 100-year flood zone, at the intersection of Springfield and North Avenue.

In addition, this site will be overlaid for affordable housing as part of the Township’s unmet need plan. As a result of the foregoing circumstances, in the event that the site is rejected, for whatever reason, as an RDP site, or the parties agree to such a change, the Township reserves the right to treat it instead as an unmet need mechanism and to reduce RDP accordingly. The increase in RDP credits since the time of the FSHC Agreement can help account for such a change in circumstance.

Market-to-Affordable Program

N.J.A.C. 5:97-6.9 requires the following:

(a) A market to affordable program shall include units purchased or subsidized through a written agreement with the property owner and sold or rented to low- and moderate-income households. Subject to the provisions of (b)3 below, market to affordable programs may be designed to produce only low-income units, only moderate-income units or both low- and moderate-income units.

(b) The following provisions shall apply to market to affordable programs:

1. At the time they are offered for sale or rental, eligible units may be new, preowned or vacant.

2. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.

3. The municipality shall provide a minimum of \$25,000 per unit to subsidize each moderate-income unit and/or \$30,000 per unit to subsidize each low-income unit, with additional subsidy depending on the market prices or rents in a municipality.

4. No more than 10 for-sale and 10 rental units, or an amount equal to a combined total of 10 percent of the fair share obligation, whichever is greater, may be used to address the fair share obligation, unless the municipality has demonstrated a successful history of a market to affordable program.

(c) The units shall comply with N.J.A.C. 5:97-9 and UHAC with the following exceptions:

1. Bedroom distribution (N.J.A.C. 5:80-26.3(b) and (c)); however, the ordinance shall not restrict the number of bedrooms per unit;

2. Low/moderate income split (N.J.A.C. 5:80-26.3(a)); subject to the provisions of (a) above, units in a market to affordable program shall be exempt from the requirement that at least 50 percent of the units created shall be affordable to households earning 50 percent or less of regional median income. In programs limited only to moderate-income households, an equivalent number of housing units for low-income households shall be addressed through other mechanisms in the Fair Share Plan; and

3. Affordability average (N.J.A.C. 5:80-26.3(d) and (e));however:

- i. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and
- ii. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

(d) The following minimum documentation, as detailed further in a checklist provided by the Council, shall be submitted by the municipality with its petition for substantive certification:

- 1. Information regarding the program on forms provided by the Council;
- 2. A demonstration that there are sufficient market-rate units within the municipality, as documented by the multiple listing service;
- 3. An estimate, based on (d)2 above, of the amount required to subsidize typical for-sale and/or rental units, including any anticipated rehabilitation costs;
- 4. Documentation demonstrating the source(s) of funding; and

5. A municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds.

(e) The following minimum documentation, as detailed further in a checklist provided by the Council, shall be submitted by the municipality prior to the grant of substantive certification:

1. A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC;

2. An affirmative marketing plan in accordance with UHAC; and 3. Designation of an experienced administrative agent, including a statement of his or her qualifications, in accordance with N.J.A.C. 5:96-18.

The Township proposes the following schedule: 2 units will be completed by July 1, 2022; at least 4 total units by 2023; and shall complete all 5 units by the end of the year 2024.

At least 4 of the units shall be affordable to low-income households unless the Township has otherwise satisfied its requirement to provide half of its RDP as low-income units. Should the Township discover alternative mechanisms to address these 5 units, such as through a partnership with Habitat for Humanity, CIS, or BCUW, the Township may forego the schedule outlined above. The Township's ordinance creates a pipeline of housing for this program by utilizing the abandoned properties act.

CGP&H, the Township's Administrative Agent, has prepared an operating manual for this program and has included the program in the Township's Affirmative Marketing Plan, which is to be adopted by the governing body. A final draft of the Market to Affordable Program Manual (see Appendix I) and Affirmative Marketing Plan (see Appendix H) are attached hereto. The Township adopted its Resolution of Intent to Fund on September 22, 2020 (see Appendix G).

In addition, Cranford has introduced Ordinance 2020-11 to leverage its Abandoned Properties Ordinance as a potential pipeline of properties suitable for the market-to-affordable program. Cranford has an existing Abandoned Properties Ordinance (Code Chapter 255, Article IX, §§ 88-101), which creates a mechanism for the Township to acquire title to properties within the municipality that satisfy the statutory criteria for being abandoned. Cranford's proposed Abandoned Properties to Affordable Housing Program Ordinance allows the Township's affordable housing Administrative Agent, CGP&H, to identify qualified abandoned properties that would be suitable for affordable housing. Once a property is so identified, the Township's governing body approves the properties inclusion in the Abandoned Properties to Affordable Housing Program. Thereafter, the affordable housing Administrative Agent supervises, with the assistance of the Township's other professionals, the acquisition, rehabilitation, and marketing of the property as a for-sale affordable unit. Historically, the Abandoned Properties Ordinance has identified on average two qualifying properties a year. Accordingly, the Township believes this program is a viable means to satisfying at least some of the 5 unit market-to-affordable obligation over the next five years.

Supportive and Special Needs Housing

The Township seeks to partner with non-profit group home providers, such as CAU, CIS, Bergen County United Way and/or another experienced provider, to create 7 group home bedrooms.

RDP Surplus Units

If the above mechanisms develop in accordance with the Plan, there will be 187 units or credits applicable toward the 140-unit third round RDP exceeding the RDP by 47, which may be applied to any future obligation or to any changed circumstances affecting the Township, such as an increased RDP.

Addressing the Third Round Unmet Need

The Township has a remaining unmet need of 278 units. The Township will address the unmet need through the adoption of four overlay ordinances on the following areas (Figure 5):

D-C Downtown Core District

The Township will create an overlay zone on the D-C Downtown Core District to permit mixed uses with a residential density of up to 40 units per acre and a 20% set aside.

D-B Downtown Business District

The Township will create an overlay zone on the D-B Downtown Business District to permit mixed use zoning with residential density of up to 30 units per acre and a 20% affordable housing set aside.

D-T Downtown Transition District

Cranford will provide an overlay zone on the Downtown Transition District to permit mixed use zoning with a residential density of 25 units per acre and a 20% affordable housing set aside.

Park Street

The Park Street properties are located at Block 555, Lots 1, 2, 3, and 7 at Park Street and Myrtle Street. The properties will be zoned to permit 12 units per acre in an inclusionary overlay with a 20% affordable housing set aside.

Mandatory Set-Aside Requirement for Future Multi-Family Residential Development

The Township has included mandatory set-aside language into its Affordable Housing Ordinance, which repeals and replaces the prior-enacted ordinance. The governing body adopted the revised Affordable Housing Ordinance on October 13, 2020. The mandatory set-aside language in that ordinance provides for a 20% set -aside of affordable housing whenever a new multifamily development of five (5) unit or more are approved.

Settlement Agreement Terms

The following terms of Third Round compliance are identified in the Township's Settlement Agreement with FSHC:

- At least 13% of all affordable units constructed after July 1, 2008 shall be very low-income units affordable to households earning 30% or less of the regional median

income, with half the units available to families. (71 post 2008 prior round units from Riverfront, Birchwood and Lehigh Acquisitions plus 171 third round units + $242 \times 13\% = 32$ very low-income unit obligation.

- Rental bonuses of 25% of the Third Round obligation. ($140 \div 4 = 35$ units)
- At least 50% of affordable units addressing the Third Round obligation shall be affordable to low- and very low-income households. ($140 \div 2 = 70$ units)
- At least 25% of the Third Round fair share shall be rental units, of which at least 50% (18 units) shall be affordable to families. ($140 \div 4 = 35$ Units)
- At least one-half of all Third Round affordable units shall be available to families. ($140 \div 2 = 70$ units)
- No more than 25% of the Prior Round and Third Round fair share shall be addressed with age-restricted units. ($140 \div 4 = 35$ units)

Additionally, Cranford has agreed to fund any shortfall related to the Spending Plan. The Township has contracted with CGP&H to administer its affordable housing programs, and will adopt an Affirmative Marketing Plan. (See Appendix H)

Housing Element

Housing, Demographic, and Employment Information

The following detailed Housing, Demographic, and Employment background information helps to describe and create an inventory of characteristics in the Township of Cranford that directly apply to current and future housing demand in the Township and region. This analysis will include population demographics, housing characteristics, regional comparison, and recent trends.

Analysis of Population and Demographics

The following tables analyze the population trends in Cranford from the decennial Census and American Community Survey data. An analysis of population demographics in a target area can help a community to understand and plan for the range of people that live and work within its borders. Additionally, local population demographics understood in the context of and compared to the larger regional area provides a unique opportunity to understand larger geographic implications of present conditions and future local and regional opportunities. This demographic profile was broken down into functional areas including: analyses of community demographics, housing stock, and employment data.

Population

Table 6 depicts the population change since 1930, and demonstrates that from 1930 to 1970, the Township saw a significant increase in population. The numbers demonstrate that the population saw the greatest increase between the 1940s and 1960s, then between 1970 and 1990 the Township experienced a decrease in population. However, since the 2000s the Township of Cranford has experienced minor increases in population.

Cranford's largest increase in growth occurred during the 1940's through the 1960's. The Township's population increased by 44.7% in 1940's, and then increased by 42% during the 1950s, and continued to grow by 3.7% through the 1960s. From 1980 through 2000 Cranford's population decreased by approximately 18%. In recent years, Cranford's population has increased by 4% from 2010 to 2016.

**Table 6: Population 1930-2016
Township of Cranford**

Year	Total Population	% change
1930	11,126	--
1940	12,860	15.6%
1950	18,602	44.7%
1960	26,424	42.0%
1970	27,391	3.7%
1980	24,573	-10.3%
1990	22,633	-7.9%
2000	22,578	-0.2%
2010	22,625	0.2%
2016	23,531	4.0%

Source: U.S. Bureau of the Census, Decennial Censuses
American Community Survey 2012-2016 5-yr Estimate

When comparing the Township to Union County as a whole, the Township has not experienced similar modest and steady increases from 1990 through 2010. While Union County's population increased by 5.8% from 1990 to 2000, then by 2.7% from 2000 to 2010, Cranford did not experience growth during this period.

Table 7: Population 1990-2010 Township of Cranford & Union County				
	Cranford	% Change	Union County	% Change
1990	22,633	-	493,819	-
2000	22,625	0.2%	522,541	5.8%
2010	23,531	4.0%	536,499	2.7%
Source: U.S. Bureau of the Census, 1990-2010 Decennial Censuses				

Age Characteristics

Understanding the age make up of a community is important when planning for new housing, resources, and the future of the Township as a whole. Looking at a further breakdown of population data by age and sex, it shows that the townships population is concentrated in specific age cohorts. Table 8 to the right depicts that 24.76% of the population is 40-54 years old, and another 25.89% is 0-19 years old. These age cohorts generally suggest that Cranford consists largely of families with middle-aged parents and children.

Table 9 complements the data and compares it to that of Union County as a whole. It shows the steady increase of children ages 5 to 17 in Cranford from 1990 to 2010 – from 15.2% to 16.8% to 18.5%, respectively. Similarly, the number of 45 to 54-year olds has increased from 11.7% to 14.7% to 16.7%. Union County has also seen a steady increase in these age cohorts. However, Cranford has seen a rise in their 65 and over population, with percent increases from 15.8% in 1990 to 17.2% in 2010, whereas Union County has seen a decrease in their 65 and over population from 15% in 1990 to 12.9% in 2010.

Both Union County and Cranford have seen a stark decrease in the 25 to 34 cohort, with numbers in 1990 at 17.2 and 15.8 percent, dropping to 13.2 and 9.1 in 2010, respectively. Increases in the 45 to 54-

year-old age cohort partnered with increases in the 5 to 17 cohort signifies that the Township has been able to attract and retain families with growing children, and the decreasing 25 to 34

Table 8: Population by Sex and Age 2010 Township of Cranford			
	All	Female	Male
2010 Census Population	22,625	11,800	10,825
Under 5 years	1,285	624	661
5 to 9 years	1,646	804	842
10 to 14 years	1,577	751	826
15 to 19 years	1,348	613	735
20 to 24 years	929	450	479
25 to 29 years	934	502	432
30 to 34 years	1,128	596	532
35 to 39 years	1,452	762	690
40 to 44 years	1,820	951	869
45 to 49 years	1,909	961	948
50 to 54 years	1,872	993	879
55 to 59 years	1,602	840	762
60 to 64 years	1,236	649	587
65 to 69 years	958	517	441
70 to 74 years	702	393	309
75 to 79 years	749	427	322
80 to 84 years	673	410	263
85 years and over	805	557	248
Median age (years)	42.8	44.2	41.2
Source: U.S. Bureau of the Census, 2010 Decennial Census			

population cohorts suggests that the town has not been able to attract or retain many younger adults in the last 20 years.

**Table 9: Population by Age 1990-2010
Cranford & Union County**

Age	1990				2000				2010			
	Cranford		Union County		Cranford		Union County		Cranford		Union County	
	#	%	#	%	#	%	#	%	#	%	#	%
Under 5	1,375	6.1	32,421	6.6	1,465	6.5	36,441	7.0	1,285	5.7	35,783	6.8
5 to 17	3,451	15.2	58,291	11.8	3,797	16.8	73,754	14.1	4,168	18.5	95,475	18.2
18 to 24	1,824	8.1	64,984	13.2	1,186	5.3	61,215	11.7	1,314	5.8	45,879	8.7
25 to 34	3,577	15.8	85,028	17.2	2,757	12.2	75,189	14.4	2,062	9.1	69,279	13.2
35 to 44	3,612	16.0	73,653	14.9	3,877	17.2	88,398	16.9	3,272	14.5	78,418	15.0
45 to 54	2,645	11.7	54,877	11.1	3,312	14.7	69,568	12.5	3,781	16.7	83,409	15.9
55 to 64	2,578	11.4	50,440	10.2	2,136	9.5	45,935	8.8	2,838	12.5	60,495	11.6
65 & Over	3,571	15.8	74,125	15.0	4,048	17.9	72,041	13.8	3,887	17.2	67,761	12.9
Total	22,633	100	493,819	100	22,578	100	522,541	100	22,625	100	522,541	100

Source: U.S. Decennial Censuses, 1990, 2000, and 2010

Race

Table 10 shows the racial breakdown of the population according to responses from the 2010 Decennial Census. Over 98% of the population responded as “One Race,” with 91.8% responding as white. The next largest racial group in Cranford is Asian at 2.8%, followed by 2.8 percent responding as Black or African American.

The other 1.6% of respondents identified as “Two or More Races,” with the largest subgroup in that category being “White; Asian” with 130 respondents comprising 0.6%, and 69 respondents comprising 0.3% identifying as “White; Black or African American.”

Table 10: Race in 2010 in Cranford

	#	%
One Race	22,272	98.4
White	20,781	91.8
Black or African American	592	2.6
American Indian/Alaska Native	18	0.1
Asian	643	2.8
Asian Indian	136	0.6
Chinese	221	1.0
Filipino	149	0.7
Japanese	18	0.1
Korean	62	0.3
Vietnamese	14	0.1
Other Asian	43	0.2
Native Hawaiian/Other Pacific Islander	4	0.0
Some Other Race	234	1.0
Two or More Races	353	1.6
White; American Indian and Alaska Native	35	0.2
White; Asian	130	0.6
White; Black or African American	69	0.3
White; Some Other Race	44	0.2
Total population	22,625	100

Source: U.S. Census, 2010

Household Size and Characteristics

Table 11: Households and Population 1990-2010, Cranford & Union County									
	1990			2000			2010		
	HH Population	Occupied Housing Units	Avg HH Size	HH Population	Occupied Housing Units	Avg HH Size	HH Population	Occupied Housing Units	Avg HH Size
Cranford	22,624	8,405	2.69	22,033	8,397	2.62	22,367	8,583	2.61
Union County	499,274	177,973	2.81	514,733	186,124	2.71	536,499	188,118	2.97
Source: U.S. Census, 2010									

In addition to population demographics, household size in relation to the population helps to characterize the Township. Using Decennial Census data from 1990-2010, Table 11 shows that the Average Household Size in Cranford decreased negligibly from 2.69 to 2.61 from 1990 to 2010. Since the time from 1990 to 2000, both the population and number of occupied housing units decreased, then from 2000 to 2010, both the population and number of occupied housing units increased, implying that while more people are living in Cranford, household sizes have decreased. Union County as a whole saw a decrease in the average household size from 2.81 to 2.71 from 1990 to 2000. Then from 2000 to 2010 there was an increase from 2.71 to 2.97. Unlike Cranford, Union County as a whole experienced an increase in both their household population and occupied housing units from 1990 through 2010.

Table 12 shows that household sizes in occupied housing units was highest for 2 persons in Cranford, at 30.5%, closely followed by 4 persons or more at 28.25%.

The American Community Survey was utilized to evaluate Cranford income characteristics compared to Union County as a whole. Table 13 demonstrates that the per capita income and the median household income in Cranford, \$49,223 and \$116,851 are both higher than the County's of \$36,374 and \$101,634.

In addition to a higher per capita income, fewer Cranford residents are living below the poverty level. Based on the 2012-2016 American Community Survey (Table 13) 1.9% of Cranford residents compared to 10.8% Union County residents are living below the poverty level.

Table 12: Household Size, 2012-2016 ACS Township of Cranford		
Household Size	Number of Households	Percent
1 Person	1,917	22.60
2 Persons	2,587	30.50
3 Persons	1,580	18.63
4 Persons or More	2,365	28.25
Total Occupied Housing Units	8,480	100
Source: 2012-2016, American Community Survey 5-Year Estimates		

**Table 13: Income Characteristics – 2012-2016 ACS
Cranford & Union County**

	Township of Cranford	Union County	State of New Jersey
Median Household Income	\$116,851	\$70,476	\$101,634
Median Family Income	\$137,620	\$83,259	\$90,575
Per Capita Income	\$49,223	\$36,374	\$37,538
Percent of Persons Below Poverty Level	1.9%	10.8%	10.9%

Source: Selected Economic Characteristics, 2012-2016 American Community Survey 5-Year Estimates

**Table 14: 2020 Affordable Housing Regional Income
Limits
Union County, New Jersey**

Household Size	Moderate Income	Low Income	Very Low Income
1 Person	\$59,085	\$36,928	\$22,157
1.5 Persons*	\$63,306	\$39,566	\$23,740
2 Persons	\$67,526	\$42,204	\$25,322
3 Persons	\$75,967	\$47,479	\$28,488
4 Persons	\$84,408	\$52,755	\$31,653
4.5 Persons*	\$87,784	\$54,865	\$32,919
5 Persons	\$91,160	\$56,975	\$34,185
6 Persons	\$97,913	\$61,196	\$36,717
7 Persons	\$104,666	\$65,416	\$39,250
8 Persons	\$111,418	\$69,636	\$41,782

Source: Affordable Housing Professionals of New Jersey

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

The income limits in Table 14 to the left was produced by the Affordable Housing Professionals of New Jersey in 2020 to set the Affordable Housing Regional Income Limits. The table shows the very low income, low income, and moderate-income thresholds for Union County for each household size. Specific rows are for calculating the pricing for one, two and three-bedroom sale and rental units per N.J.A.C. 5:80-26.4(a).

Analysis of Housing Characteristics

Age of Housing

Cranford is a substantially developed community which is comprised of older housing compared to the rest of Union County as a whole. Population spikes from the 1940s to 1960 were caused by a large increase in the number of houses being built from 1940 to 1959. From 1940 to 1949, 1,548 houses were built and then, from 1950 to 1959, 2,642 houses were built.

From 1940 to 1960 there was an increase of over 13,000 people, which correlates to the spike in residential construction. The Township continued to experience construction to a lesser extent through 2014, despite Cranford's population declining from 1970 until 2010. This population decline from 1970 through 2009 occurred in conjunction with the construction of 1,272 homes during that same period. The population has begun to show signs of returning: from 2010 to

2014 Cranford experienced a 0.2% increase in its population and there was a 4% increase in population based on the 2012-2016 American Community Survey estimates.

Table 15 which demonstrates that Cranford's decrease in population between 1970 and 2000 is not consistent with the number of houses constructed during the same time period. While the number of housing units continued to increase despite decreases in population, the age of housing is not as evenly distributed as Union County as a whole, and is older. 88.4% of Cranford's housing was built prior to 1980, versus 82.4% of housing in Union County. Similarly, 76% of Cranford's housing was built prior to 1960, versus 62.1% of housing in Union County.

Table 15: Age of Housing – 2012-2016 ACS Township of Cranford & Union County				
Year Housing Unit Built	Township of Cranford		Union County	
	Number of Units	Percent	Number of Units	Percent
2014 or later	104	1.2%	417	0.2%
2010 - 2013	52	0.6%	1,971	1.0%
2000 - 2009	254	2.9%	12,526	6.2%
1990 - 1999	224	2.5%	9,360	4.7%
1980 – 1989	397	4.5%	11,072	5.5%
1970- 1979	397	4.5%	14,250	7.1%
1960 – 1969	707	7.96%	26,617	13.2%
1950 - 1959	2,642	29.7%	47,031	23.4%
1940 - 1949	1,548	17.4%	30,171	15.0%
1939 or earlier	2,558	28.8%	47,692	23.7%
Total	8,883	100%	201,107	100%
Note: Figures may not add due to rounding				
Source: 2012-2016 American Community Survey 5-Year Estimates				
Note: Percentages May Not Add Due to Rounding				

The number of residential building permits since the decade of 1990-1999 demonstrate that construction has slowed. In tandem with Table 15 above, the number of residential building permits shows that the number of housing units being constructed has remained steady and has increased since 1990.

Table 16 indicates that there has been a sharp increase in Residential Units authorized by Building Permits. Between 2010 and 2020 there have been 1,256 Residential Units which reflects the recent apartment residential projects which have been constructed in Cranford in the past decade. In previous decades, the majority of building permits issued were for single family homes.

Table 17 shows housing size by the number of rooms, and compares Cranford to Union County as a whole. In general, Cranford has a larger number of housing with more rooms, with 72.8% of housing have 6 or more rooms. Of that 72.8%, 25% is accounted for by 9 or more rooms. In comparison, Union County as a whole has a more even distribution of housing sizes, with just half of the housing having 6 or more rooms.

Table 16: Residential Units Authorized by Building Permits: 1990-2020 Township of Cranford	
Year	Residential Building Permits
1990-1999	131
2000-2009	166
2010	21
2011	51
2012	104
2013	288
2014	194
2015	204
2016	72
2017	40
2018	219
2019	62
2020 (YTD)*	1
Total	1,553
Source: New Jersey Department of Labor and Workforce Development *As of April 2020	

Table 17: Housing Size by Number of Rooms - 2012-2016 ACS Township of Cranford & Union County				
Number of Rooms	Township Of Cranford		Union County	
	Number of Units	Percent	Number of Units	Percent
1 Room	213	2.4%	8,650	4.3%
2 Rooms	78	0.9%	4,299	2.1%
3 Rooms	449	5.0%	21,432	10.7%
4 Rooms	782	8.8%	32,210	16.0%
5 Rooms	836	9.4%	32,309	16.1%
6 Rooms	1,593	17.3%	32,591	16.2%
7 Rooms	1,670	18.8%	25,428	12.6%
8 Rooms	1,632	18.4%	19,620	9.8%
9 or more Rooms	1,630	18.3%	24,568	12.2%
Total	8,883	100%	201,107	100%
Source: 2012-2016 American Community Survey 5-Year Estimates				
Note: Percentages May Not Add Due To Rounding				

The vast majority of housing in Cranford is owner-occupied as seen on Table 18. Only slightly more than 18% of housing in Cranford is renter-occupied.

The total vacancy rate in the Township is 2.6, based on the 2010 Census which reported that 233 units were vacant out of 8,816 total units. The 2010 Census also reported that the vacancy rate for owner-occupied is less than one-ninth than that of renter-occupied housing.

Table 19 shows the value of owner-occupied housing reported by the 2012-2016 American Community Survey. Based on the data provided, the majority of the housing in Cranford, 52.8%, is valued between \$300,000 and \$499,999. The next most common bracket for housing value is \$500,000 to \$999,999 – at 35.9%, meaning that 88.7% of the housing in Cranford is valued between \$300,000 and \$999,999. Similarly, the majority of housing located within Union County (41.2%) is valued between \$300,000 to \$499,999. However, housing values in the county are more evenly distributed than that of Cranford rendering only the 62.2% of housing in the county as valued between \$300,000 and \$999,999.

Table 18: Tenure and Housing Vacancy Rates 2010 Township of Cranford			
	Total	Owner Occupied	Renter Occupied
Total Housing Units	8,816	6,994	1,589
Vacant Units	233	35	68
Vacancy Rate	2.6	0.5	4.3
Source: Source: U.S. Census, 2010 (1) Includes all vacant units, including those rented or sold but not occupied, seasonal recreational and occasional use units, and "other" vacant units. (2) Includes units available for sale only (3) Includes units available for rent.			

Table 19: Value of Owner-Occupied Housing – 2012-2016 ACS Township of Cranford & Union County				
Housing Value	Cranford		Union County	
	Number of Units	Percent	Number of Units	Percent
Under \$50,000	160	2.4%	2,533	1.1%
\$50,000 to \$99,999	25	0.4%	1,276	1.2%
\$100,000 to \$149,999	30	0.5%	3,310	3.0%
\$150,000 to \$199,999	89	1.4%	9,795	8.9%
\$200,000 to \$299,999	410	6.2%	26,059	23.7%
\$300,000 to \$499,999	3,492	52.8%	39,550	36.0%
\$500,000 to \$999,999	2,372	35.9%	22,382	20.4%
\$1,000,000 or more	37	0.6%	5,026	4.6%
Total	6,615	100%	109,931	100%
Note: Figures may not add due to rounding. Source: Value of Owner-occupied housing units, 2012-2016 American Community Survey 5-Year Estimates				

**Table 20: Rent Levels – 2012-2016 ACS,
Township of Cranford**

Rent	Number of Units	Percent
Less than \$500	119	6.4%
\$500 to \$999	378	20.3%
\$1,000 to \$1,499	440	23.4%
\$1,500 to \$1,999	515	27.6%
\$2,000 to \$2,499	248	13.3%
\$2,500 to 2,999	72	3.9%
\$3,000 or more	35	1.9%
No cash rent	58	3.1%
Total	1,865	100%
Source: Contract Rent for Renter-occupied housing units, 2012-2016 American Community Survey 5-Year Estimates		

Over one-quarter of rent levels in Cranford were found to be between \$1,500 to \$1,999 (27.6%) and nearly one quarter of the apartments rent for between \$1,000 and \$1,499 (23.4%). The \$500 to \$999 rent cohort represents about one-fifth of the Township's rental units at 20.3%. of the 1,865 rental units. Nearly 27% of housing was estimated to rent for less than \$999, and 19.1% was estimated to be \$2,000 or greater. While 6.4% responded with "less than \$500", this reporting may involve family contributions or informal rent situations, considering that the other 93.6% of rental housing was estimated to rent for \$1,000 or more.

Housing Market Analysis

The following information is an excerpt from the COMPREHENSIVE HOUSING MARKET ANALYSIS Newark, New Jersey, Pennsylvania U.S. Department of Housing and Urban Development, Office of Policy Development and Research as of August 1, 2018.

Housing Market Area Description

"The Newark Housing Market Area (HMA) consists of Essex, Hunterdon, Morris, Somerset, Sussex and Union Counties in New Jersey and Pike County in Pennsylvania. The HMA is coterminous with the Newark, NJ-PA Metropolitan Division, which is part of the New York-Newark-Jersey City, NY-NJ-PA Metropolitan Statistical Area. For purposes of this analysis, the HMA is divided into two submarkets: (1) the Central submarket, which consists of Essex and Union Counties, including the cities of Newark and Elizabeth, and (2) the Suburban submarket, which consists of the remaining five counties. The current population is estimated at 2.54 million."

Forecast

During the 3-year forecast period, net out-migration in the HMA is estimated to average 1,250 annually, and the population is expected to increase by an average of 5,900 people, or 0.2 percent, a year, reaching approximately 2.56 million by August 1, 2021. Net in-migration, however, is expected in the Central submarket, where the population is estimated to increase by an average of 6,550 people, or 0.5 percent, annually. In the Suburban submarket, continued net out-migration, which is estimated to average 1,650 annually, will cause the population to slightly decline by an average of 660 people, or 0.1 percent, annually. During the next 3 years, the number of households in the HMA is anticipated to increase by an average of 3,525, or 0.4 percent, annually, reaching 938,300 households. In the Central and Suburban submarkets, the number of households is expected to annually increase by an average of 2,975 and 550, or 0.6 and 0.1 percent, to 508,300 and 430,100 households, respectively".

PROJECTION OF MUNICIPAL HOUSING STOCK

The COAH regulations require a projection of the community's housing stock, including the probable future construction of low- and moderate-income housing, for the ten years subsequent to the adoption of the Housing Element. This projection shall be based upon an assessment of data which minimally must include the number of residential construction permits issued, approvals of applications for residential development, and probable residential development of lands. Each of these items are identified and outlined below.

1. Housing Units Constructed During the Past Ten Years

The table below provides data concerning residential building permits issued for new construction from 2010 to 2019. During this period, a total of 668 residential building permits were issued for new construction, of which 118 were issued for one- and two-family residences and 550 were issued for multi-family units. There were no permits for residential units in mixed use developments during the period. As such, the Township of Cranford has issued, on average, approximately 67 residential building permits per year since the end of 2009.

TABLE 21: NUMBER OF RESIDENTIAL BUILDING PERMITS ISSUED FOR NEW CONSTRUCTION (2010- 2019)			
Year Issued	One & Two Family	Multi-Family	Total
2010	6	0	6
2011	5	51	56
2012	9	51	60
2013	16	182	198
2014	31	0	31
2015	11	0	11
2016	9	0	9
2017	13	0	13
2018	7	212	219
2019	8	54	62
TOTALS	115	550	665

Source: New Jersey Construction Reporter

2. Development Approvals

Cranford's Fair Share Plan includes one (1) approved but not constructed family rental project. This project, at the Birchwood site (Block 291, Lot 15.01, Block 292, Lot 2), will account for 34 affordable units, as seen in Table 22 below:

Table 22: AFFORDABLE UNITS APPROVED			
<i>Project</i>	<i>Type</i>	<i>Units</i>	<i>Status</i>
Birchwood Site (formerly Cranford Development Associates (CDA) Project) (Block 291, Lot 15.01, Block 292, Lot 2)	Family Rental	34	Approved

3. Probable Residential Development of Lands

Considering the rate of residential growth experienced in Cranford over the past decade, it is anticipated that Cranford will continue to see a modest increase in one- and two-family residential development over the next decade. Given the scarcity of vacant land, this may include the replacement of older houses with newer ones with minimal increase to the Township's number of housing units. However, the Township anticipates increasing multi-family residential development and redevelopment due to a number of inclusionary projects that may be approved and constructed in the Township. Additionally, between now and 2025 additional affordable housing opportunities may arise when multi-family developments of 5 or more residential units are approved pursuant to the town-wide set-aside ordinance, requiring a 20% set-aside of affordable units. This is discussed in more detail in the Fair Share Plan section of this document, above.

Analysis of Employment Characteristics

Economic data about Cranford retrieved from the American Community Survey 2012-2016 5 year estimate reports that the estimated Median Household Income in 2016 was \$116,851, a 35% increase from 2000 (Table 22). Based on the CPI Inflation Calculator from the Bureau of Labor Statistics, an income of \$76,668 would have the buying power of \$114,364 in 2018, which demonstrates that incomes have not only increased in Cranford since 2000, they have also kept pace with inflation.

Based on the "Major Employers List" prepared for the Union County Board of Chosen Freeholders by the Union County

Economic Development Corporation, there are fourteen major employers within Cranford, the largest of whom are: the Cranford Board of Education and Union County College. Table 24 depicts entities who employ over 100 people and it is not reflective of all of the businesses and

Table 23: Economic Data for Cranford	
Description	Amount
Estimated Median Household Income in 2016	\$116,851
Estimated Median Household Income in 2000	\$76,338
Estimated Per Capita Income in 2016	\$49,223
Estimated Median House or Condo Value in 2016	\$444,932
Estimated Median House or Condo Value in 2000	\$230,300
Mean Price of All Housing Units in 2016	\$439,675
Mean Price of Detached Houses in 2016	\$467,204
Mean Price of Townhouses/Other Attached Units in 2016	\$338,954
Mean Price of Two Unit Structures in 2016	\$315,617
Mean Price of 3-4 Unit Structures in 2016	\$248,833
Mean Price of 5 or more Unit Structures in 2016	\$273,742
Source: 2012-2016 American Community Survey 5-Year Estimates and City-Data.com	

employers within the Township. However, this table does indicate that Cranford does have a variety of employment opportunities within its borders.

Table 24: Township of Cranford, Major Employers			
Employer	Address	Business	No. of Employees
Atria Cranford	10 Jackson Drive	Health Care & Social Assistance	100 to 199
Centennial Avenue Pool	401 Centennial Ave	Fitness/Recreation	100 to 199
Emes Professional Association	46 Jackson Drive	Medical Laboratory	100 to 199
Madan Plastics, Inc.	370 North Ave E	Manufacturing	100 to 199
Paragon Solutions, Inc	25 Commerce Dr #100	Computer Program/Software	100 to 199
Proaccess LLC	20 Commerce Dr #200	Insurance	100 to 199
Cranford Health & Extended Care	205 Birchwood Ave	Health Care & Social Assistance	200 to 299
EII Inc	Po Box 128	Intercommunication	200 to 299
Weeks Marine Inc.	4 Commerce Dr #2	Marine Cargo	200 to 299
All-State Legal Supply	1 Commerce Dr	Printing	300 to 399
Ascend Hospice	65 Jackson Dr #301	Health Care & Social Assistance	300 to 399
Cranford (Township of)	8 Springfield Ave	Government	300 to 399
Cranford Board of Education	132 Thomas St	Education	500 to 999
Union County College	1033 Springfield Ave	Education	500 to 999
Source: "Major Employers List" Prepared for Union County Board of Chosen Freeholders, by Union County Economic Development Corporation, August 2017			

It should be noted that the Madan Plastics site is now a QuickChek.

Table 25: Education and Employment Data for Cranford	
For population 25 years and over	
<i>High school or Higher</i>	91.5%
<i>Bachelor's Degree or Higher</i>	43.0%
<i>Graduate or Professional Degree</i>	16.0%
<i>Unemployed</i>	4.1%
Mean Travel Time to Work (Commute)	29.8 min
Source: City-Data.com	

The Township is a well-educated community, as seen on Table 25. 43% of residents over the age of 25 have a Bachelor's degree or higher, and 16% having a graduate or professional degree.

The average commute time is 29.8 minutes, indicating that many of the residents commute to work elsewhere. Finally, Tables 26 and 27 show the most common industries and occupations for residents broken down by gender. In general, 12% of males in Cranford are employed in the finance and insurance industry, with the next largest industry is professional, scientific and technical services industry at 10%. On the other hand, 20% of women are employed in educational services, while their second largest industry is health care at 12%.

Table 26: Industries of Cranford	
Most Common Industries for Males in 2016	
Finance and Insurance	12%
Professional, Scientific, and Technical Services	10%
Construction	8%
Public Administration	7%
Educational Services	6%
Chemicals	4%
Broadcasting and telecommunications	4%
Most Common Industries for Females in 2016	
Educational Services	20%
Health Care	12%
Professional, Scientific, and Technical Services	10%
Finance and Insurance	10%
Chemicals	4%
Accommodation and Food Services	3%
Public Administration	3%
Source: City-Data.com	

Table 27: Occupations of Cranford	
Most Common Occupations for Males	
Other Management Occupations (excluding farmers/ farm mgmt.)	8%
Computer Specialists	6%
Other Sales and Related Workers Including Supervisors	5%
Top Executives	5%
Sales Representatives, Services, Wholesale and Manufacturing	5%
Electrical Equipment Mechanics and Other Installation, Maintenance, and Repair Occupations (including supervisors)	4%
Business Operations Specialists	3%
Most Common Occupations for Females	
Preschool, Kindergarten, Elementary, and Middle School Teachers	9%
Secretaries and Administrative Assistants	8%
Other Office and Administrative Support Workers Including Supervisors	8%
Other Management Occupations (excluding farmers/ farm mgmt.)	5%
Other sales and related workers including supervisors	4%
Registered Nurses	3%
Bookkeeping, Accounting, and Auditing Clerks	3%
Source: City-Data.com	

Figure 1:
North Avenue
Redevelopment Area
Block 193,
Lots 10-14 and 6.01
Portion of Cranford Township
Union County, NJ
February 2021

- Legend**
-  North Ave Redevelopment
 -  Water
 -  Wetlands
 -  100 yr Floodzone (BFE's)
 -  100 yr Floodzone (No BFE's)







Data Sources:
 NUGIN Parcels and MOD IV data
 NUGIT Roadway Network
 NUDOP 2015 Aerial Photography
 NUDOP 2015 Land Use/Land Cover
 FEMA Floodzones

BANISCH
 ASSOCIATES INC.
 Planning and Design

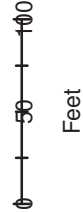


Figure 2:
Myrtle Street
Block 573,
Lots 10 and 12.02
Portion of Cranford Township
Union County, NJ
February 2021

Legend

-  Block 573, Lots 10 and 12.02
-  Water
-  Wetlands
-  100 yr Floodzone

There are no constraints in the vicinity of Blo 573, Lots 10 & 12.02



Data Sources:
 NJDOT Parcels and MOD IV data
 NJDOT Roadway Network
 NJDOT 2015 Aerial Photography
 NJDOT 2015 Land Use/Land Cover
 FEMA Floodzones

BANISCH
 ASSOCIATES, INC.
 Planning and Design



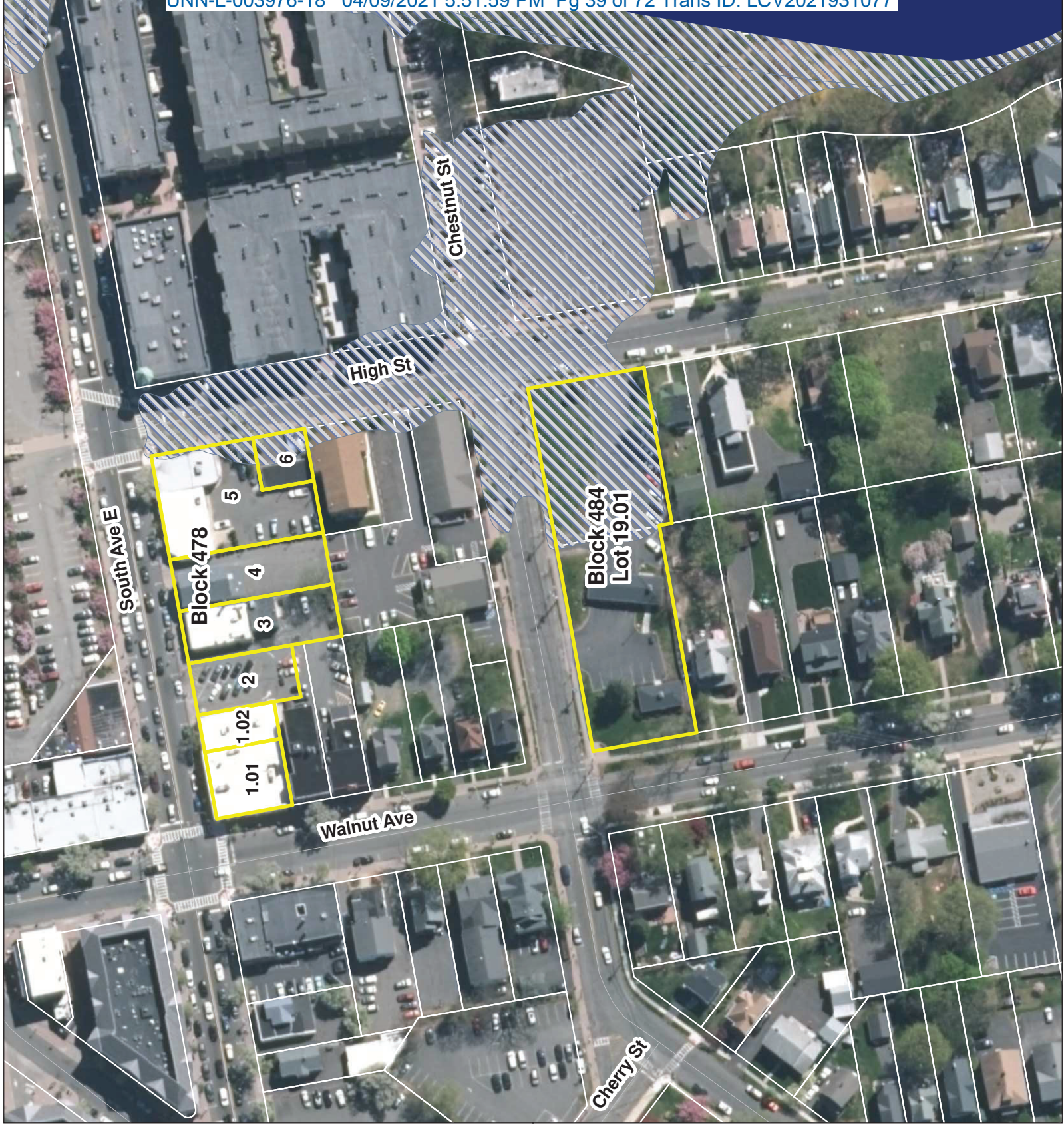


Figure 3:
 South Avenue/
 Chestnut Street
 Block 484, Lot 19.01
 Block 478; Lots 1.01,
 1.02, and 2-6
Portion of Cranford Township
 Union County, NJ
 February 2021

- Legend**
- Subject Parcels
 - Water
 - Wetlands
 - 100 yr Floodzone (BFE)

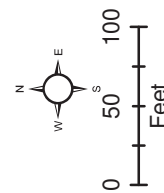
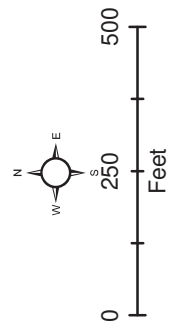




Figure 4:
750 Walnut Avenue
Block 541, Lot 2
Portion of Cranford Township
Union County, NJ
February 2021

Legend

- Block 541, Lot 2
- 100 yr Floodzone (BFE)
- Water
- Wetlands



Legend

Park Street

Downtown Overlay

D-B

D-C

D-T



Appendix A
Cranford Township/Fair Share Housing Center Settlement Agreement
Fully Executed on November 12, 2019

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2019-383

**APPROVING SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER
REGARDING THE TOWNSHIP OF CRANFORD'S AFFORDABLE HOUSING
OBLIGATION**

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on December 12, 2018, on the Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan" or the "Plan") and;

WHEREAS, the Housing Element and Fair Share Plan was adopted on December 12, 2018; and

WHEREAS, on December 18, 2018, the Township Committee of the Township of Cranford endorsed the Affordable Housing Plan; and

WHEREAS, the Township Cranford filed a Complaint in the Superior Court, Union County, seeking a Declaratory Judgment, among other things, that Affordable Housing Plan satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the trial court appointed a "Special Master", as is customary in a Mount Laurel case, to assist the Court; and

WHEREAS, with the Special Master's assistance, Cranford and Fair Share Housing Center have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions, of a revised Affordable Housing Plan that both parties shall agree satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, through that process, the Township and FSHC agreed to settle the litigation and to present 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; and

WHEREAS, it is particularly appropriate where, as here, the Court has yet to make a determination of the Township's fair share, to arrive at a settlement regarding a municipality's fair share obligation, instead of doing so through plenary adjudication of that obligation;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANFORD that the Mayor and Township Attorney be, and hereby are, authorized to execute all documents necessary to finalize the settlement with Fair Share Housing Center, including the Settlement Agreement and constituent documents in substantially the form approved by the Township Committee.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held November 12, 2019.



Patricia Donahue, RMC
Township Clerk

Dated: February 16, 2021

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF CRANFORD AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME

In the Matter of the Township of Cranford, County of Union,
Docket No. UNN-L-3976-18

THIS SETTLEMENT AGREEMENT ("Agreement") made this ____th day of November, 2019, by and between:

TOWNSHIP OF CRANFORD, a municipal corporation of the State of New Jersey, County of Union, having an address at 8 Springfield Avenue, Cranford, NJ 07016 (hereinafter the "Township" or "Cranford");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Township filed the above-captioned matter on November 21, 2018 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Township simultaneously sought, and ultimately secured, an Order protecting Cranford from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Cranford remains in place as of the date of this Agreement; and

WHEREAS, the trial court appointed a "Special Master", as is customary in a Mount Laurel case, to assist the Court; and

WHEREAS, more specifically, the Court appointed Kendra Lelie, P.P., A.I.C.P. to serve as the Special Master;

WHEREAS, with Ms. Lelie's assistance, Cranford and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Township and FSHC agreed to settle the litigation and to present 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; and

WHEREAS, it is particularly appropriate where, as here, the Court has yet to make a determination of the Township's fair share, to arrive at a settlement regarding a municipality's fair share obligation, instead of doing so through plenary adjudication of that obligation.

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

Settlement Terms

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

1. Cranford's "Rehabilitation" obligation is 85.
2. Cranford's "Prior Round" obligation is 148.
3. Cranford's allocation of the Round 3 regional need is 440.
4. FSHC and the Township agree that the 440 Round 3 regional need obligation is the number that multiple experts have used as an extrapolation of the Mercer County Opinion, which is not otherwise binding on either party except by way of this Settlement Agreement. Although the Township does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the Court, that the 440-unit Round 3 obligation should be accepted by the Court, because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's July 2016 and April 2017 calculation of the Township's Round 3 (1999-2025) fair share obligation.
5. For the purposes of this Agreement, the "Round 3 regional need" (also referenced as the "Third Round Prospective Need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 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 Township, as calculated in Exhibit A, has a Round 3 realistic development potential (hereinafter "RDP") of 131. In addition, for settlement purposes only, the Parties recognize that pursuant to the Honorable Judge Kenny's January 16, 2019 Order In CDA vs the Township of Cranford, UNN-L-3759-08, the Township has an additional obligation of 20 units, which are not eligible for bonus credits. Nothing in this agreement precludes the Township from pursuing its pending litigation regarding the January 16, 2019 Order and the imposition of the additional 20-unit obligation.

7. **Satisfaction of the Rehabilitation Obligation:** The Township has an 85-unit rehabilitation obligation. The Township plans to meet this obligation through participation in the Union County Housing Rehabilitation Program and through a supplemental municipally operated rehabilitation program that shall address the rental rehab requirement but which may also be utilized for for-sale rehabilitation. Said municipal program shall meet the requirements in N.J.A.C. 5:93-5.2.

8. **Satisfaction of the Prior Round Obligation:** The Township has a 148-unit Prior Round obligation, which will be addressed as follows:

Table 21: Prior Round Affordable Housing Fulfilment Township of Cranford, Union County, New Jersey		
Project	Affordable Units/Credits	Unit/Credit Type
Prior Round Obligation		
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01)(maximum based on 25% of 148)	37	Age-Restricted Rentals
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	16	Non Age-Restricted Family Rentals
SERV Center of NJ (Block 514, Lot 3)	3	Special Needs Housing – 3 Bedroom Group Home
Birchwood Site (formerly Cranford Development Associates (CDA) Project) (Block 291, Lot 15.01, Block 292, Lot 2)	34	Non Age-Restricted Family Rentals
Lehigh Acquisition Project (Block 511, Lot 1) aka Woodmont	21	Non Age-Restricted Family Rentals
Subtotal	111	-
Rental Bonus Credits (Based on 25% of 148)	37	Rental Bonus Credits taken on 21 Lehigh Acquisition Project Units, 3 SERV Bedrooms and 13 Riverfront Units
Total	148	Units/Credits
Total for Prior Round Plan		
Total Prior Round Obligation	148	

The plan components shown in the above table fully satisfy the minimums and maximums for the Prior Round, RCA cap (50% of Prior Round obligation), maximum age-restricted unit requirement (25% of Prior Round obligation less RCAs), minimum required rental units (at least 25% of Prior Round obligation), and maximum rental bonus credits (equal to rental obligation).

9. **Satisfaction of the Round 3 RDP:** The Township has a 131-unit Round 3 RDP + 20 additional units and shall satisfy that obligation as follows:

<u>Project</u>	<u>Units</u>	<u>Bonus</u>	<u>Status</u>
Riverfront – family rental	3	3	Existing
Woodmont – family rental	3	3	Existing
Needlepoint – family rental	1	1	Existing
Lincoln – Senior Rental	37 (of 63*)		Existing
Homefirst (18b Parkway Village)	4		Existing
Homefirst #2: (117 Benjamin)	3		Existing
Bridgeway (304 Lincoln)	2		Existing
SERV (125 Dietz Street)	4		Existing
Community Access Unlimited (CAU) 48 Johnson Ave	6		Existing
310 Centennial - Family rental	2	2	Under Construction
109 Walnut – Family rental	4	4	Constructed
EF Britten - Family rental	3	3	Proposed
North Ave Redevelopment – family rental	8	2	Proposed
Myrtle Special Needs	8	8	Proposed
201 Walnut (Wells Fargo) – Family rental	8	7	Proposed
750 Walnut (Block 541, Lot 2) – Inclusionary	49	-	Proposed
Market-to-Affordable	5		Cranford agrees to provide a realistic opportunity for 5 units through a market-to-affordable program in accordance with the terms of paragraph 9.c of this Agreement.
CAU additional beds or other Group Home bedrooms	7		Cranford agrees to provide a realistic opportunity for 5 units of supportive housing in accordance with the terms of paragraph 9.d of this Agreement.
Total	157	33	
Grand Total	190		

- a. The plan components shown in the above table fully satisfy the minimums and maximums for the Third Round RDP, inclusive of maximum age-restricted units (25% of RDP less RCAs), minimum rental units (25% including at least half

available to families), and maximum rental bonus credits (equal to rental obligation), including maximum rental bonus credits for age-restricted units (50% of rental obligation). Those maximums and minimums are predicated upon the cumulative 152-figure except that bonus credits are capped at 25% of the RDP pursuant to N.J.A.C. 5:93-5.15.

- b. The remaining 7 group home bedrooms will be realized with either CAU, CIS, Bergen County United Way, and/or another experienced provider of supportive and special needs housing. In order to be eligible for bonus credits, by the final compliance hearing the Township will provide signed agreements with an experienced provider to provide that are eligible for bonus credits in accordance with N.J.A.C. 5:93. The Parties acknowledge that an existing CAU project, consisting of 3 special needs bedrooms and located at 112 Glenwood Road may become eligible for affordable housing credits. The Parties acknowledge and agree that in order for these bedrooms to be eligible for affordable housing credits, the Township shall enter into separate agreements with both FSHC and CAU prior to the Compliance Hearing in this matter requiring the group homes to continue to operate as eligible group homes.
- c. With respect to the Market-to-Affordable program, the Township shall complete at least 2 units by July 1, 2022; at least 4 total units by 2023; and shall complete all 5 units by the end of the year 2024. At least 4 of the units shall be affordable to low-income households unless the Township has otherwise satisfied the requirement to provide half of its RDP as low-income units. The Parties agree that the Township is exempt from these scheduling requirements and the production of MTA units in the event that the Township identifies and generates 5 credits with any combination of supportive housing units or newly constructed municipally-sponsored affordable housing through Habitat for Humanity, CIS, BC UW or other non-profit entity. In either event, the Township is required to report on the MTA program or chosen alternative compliance technique(s) at the July 1, 2020 midpoint as defined by Section 26 of this Agreement. Regardless of which mechanism is identified and utilized, the Township agrees to comply with all relevant COAH regulations and standards for the given mechanism, including N.J.A.C. 5:93-5.8 (Alternative living arrangements) and N.J.A.C. 5:93-5.5 (Municipally sponsored construction). At or before the time of compliance, the Township shall issue a report as part of its HEFSP that satisfies the conditions and requirements of N.J.A.C. 5:97-6.9.
- d. In accordance with N.J.A.C. 5:93-5.5, the Township 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 in the event that the funding request is not approved. The Township shall adopt a

resolution of intent to fund for any shortfall associated with its municipally-sponsored programs. The municipality shall demonstrate its satisfaction of these obligations during the compliance phase of this matter.

- e. 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 municipality shall demonstrate its satisfaction of these obligations during the compliance phase of this matter.
- f. Wells Fargo Redevelopment: Within one year of the Court's approval of this Agreement, the Township shall adopt a redevelopment plan for 201 Walnut Avenue, Block 484, Lots 19.01 (the "Wells Fargo Site"), which shall permit up to 40 total units of residential housing, of which at least 8 units shall be affordable to low- and moderate-income households. Nothing in this Agreement shall preclude, nor require, the Township and the developer of the Wells Fargo site from agreeing to construct some of the units offsite as family affordable units and/or as special needs bedrooms, provided, however, that a) at least a 15% set aside is provided on site; and b) COAH's phasing requirements are followed relative to all units, both on and offsite. The Redevelopment Agreement shall specify that the affordable units shall be rental units.

10. With Respect to 750 Walnut Avenue (Block 541, Lot 2), the Parties agree that the site will be rezoned pursuant to Section 10.b below or redeveloped pursuant to 10.a. below within one (1) year of court approval of this Agreement.

- a) Redevelopment: The Parties agree that the Township may create a realistic opportunity for the construction of 49 family units by a) declaring the site an area in need of redevelopment; b) adopting a redevelopment plan for the site with the power of condemnation; and c) naming a redeveloper for the project, which must occur within one year of court approval of this Agreement. In addition, the Township shall transfer the land to a developer within 18 months of the approval of this agreement, which may be extended for good cause for a period of up to three (3) months. The Parties further agree that, in such an event, 24.5 acres of the site will be rezoned to permit a gross density of 10 units per acre, or 245 total units. Of the 245 total units, 49 shall be available to low- and moderate-income families. In the event of redevelopment with the power to condemn, the 196 market-rate units may be age-restricted and such a determination shall be solely within the discretion of the Township.

- b) Rezoning: Alternatively, Township may rezone the site at a gross density of 9 units per acre, or 221 family units, of which 20%, or 45 units, would be affordable to low- and moderate-income households.
- c) RDP: The Parties acknowledge that PSEG has expressed an interest in at least 6 acres of the 30.5-acre site and further acknowledge that PSEG may utilize its power to condemn in acquiring that portion of the site (the "6 Acres"). See Exhibit A to this Agreement. In light of the foregoing, the Parties agree that 24.5 acres of the site shall generate RDP and 6 acres of the site shall be excluded from the calculation of RDP as unavailable pursuant to N.J.A.C. 5:93-4.2. Consistent with the policies of N.J.A.C. 5:93-4.2 (e)(5)(ii), which addresses land being utilized for a public purpose, if the 6 Acres remains available after the expiration of one year from the Court's approval of this Settlement Agreement, the Parties agree that the 6 Acres shall generate RDP under N.J.A.C. 5:93-4.2. In the event that the 6 Acres generates RDP, the Township reserves the right to apply its surplus credits to address that increase in RDP pursuant to Section 9 of this Agreement or to otherwise unilaterally determine how to satisfy the RDP pursuant to N.J.A.C. 5:93-4.2(g) with the consent of FSHC.

11. FSHC and the Township agree that the Township shall have the right to apply the 39-unit surplus (plus any eligible bonuses that may be associated with increases in RDP), in accordance with then-applicable law, and in accordance with required maximum and minimum standards, generated in excess of the Township's Round 3 RDP to any future changed circumstances, which would result in an increase in the Township's RDP. See Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002) ("Cherry Hill"). Should a suitable, available, approvable and developable site become vacant that had not been vacant, available, suitable or developable at the time of the VLA, and did not contribute to the Township's current 131-unit RDP ("additional site"), the Township would be entitled to apply any or all of the 39-unit surplus, as may be necessary, towards addressing the increase in RDP, provided that the Township shall be required to identify in a filing with the Court the additional site or additional sites, and the RDP generated by those sites consistent with N.J.A.C. 5:93-4.2, that it is applying all or part of the 39-unit surplus of the RDP, within forty-five (45) days after the Township becomes aware of the changed circumstance, on notice and opportunity to be heard to FSHC, the owner of the additional site or sites, and any other interested parties. To the extent a change in circumstances results in an increase in RDP that is larger than the Township's 39-unit surplus, the Township shall still have an obligation to address the portion of the RDP in excess of 39-unit surplus ("Residual RDP"), provided, however, that the Township shall maintain the right to satisfy any Residual RDP in a manner and location it deems appropriate pursuant to N.J.A.C. 5:93-4.2 and otherwise consistent with the requirements of this Agreement and shall not be required to utilize the site generating the increase in RDP in order to satisfy the increase in RDP. The Township agrees that this provision specifically, and the interpretation of application of surplus units generally as it relates to other matters, has no bearing on any other settlement agreement entered into between FSHC and any other municipality. This

provision is of no precedential value and cannot be used by either party or their respective attorneys as a mechanism of interpreting any other settlements in other declaratory judgment actions.

12. **Addressing the Remaining “Unmet Need”**: For the purposes of settlement, the Township agrees to address the 289-unit remaining portion of its allocation of the Round 3 regional need or “unmet need” through the following mechanisms

- a) The Township will adopt overlay ordinances in the areas described herein and as depicted and depicted on Exhibit B to this Settlement Agreement.:
 - i. D-C Downtown Core District (Except Block 483, Lot 18 and Block 508, Lot 1, which will be treated as D-T pursuant to section 12.a.iii below) in a mixed use zone permitting up to 35 residential units per acre with a 20% set aside for affordable housing;
 - ii. D-B Downtown Business District in a mixed-use zone permitting up to 30 residential units per acre with a 20% set aside for affordable housing;
 - iii. D-T Downtown Transitional District (and 483, Lot 18 and Block 508, Lot 1) in a mixed-use zone permitting up to 25 residential units per acre with a 20% set aside for affordable housing;
 - iv. Elise Burnside at 12 units per acre
 - v. Park Street Block 555, lots 1, 2, 3, 7 at 12 units per acre
- b) The sites identified in paragraph 12(a)(i)-(iv) above will be overlaid with zoning for residential density and zoning standards that are consistent with this Agreement and Exhibit B to this Settlement attached hereto. Those standards provide a compensatory benefit by relaxing conditions that are required for residential development in the underlying zoning and by providing an increase in density. For inclusionary projects resulting from paragraph 12(a) the affordable set-aside percentage shall be 20 percent regardless of tenure. Nothing in the paragraph shall preclude the Township from adopting redevelopment plans in any of the overlay zones to address unmet need so long as the residential density and set aside is equal to or greater than the density and yield associated with the subject overlay zone.
- c) Subject to all relevant notice and public hearing provisions pursuant to the New Jersey Municipal Land Use Law, within 150 days of the approval of this Agreement at a Fairness Hearing, the Township will adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set

aside for developments shall be twenty percent (20%) regardless of tenure. 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 five or more, or to specific parcels or zones identified in other paragraphs of this agreement which shall be subject to the requirements specified therein. The form of the Ordinance shall be finalized prior to the Compliance Hearing through collaboration between FSHC, Special Master Lelie, and representatives of the Township. FSHC and the Township, in collaboration with the Special Master will agree upon the density upon which the ordinance shall be triggered in prior to the Compliance Hearing.

13. The Township's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Township shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 7, 2025. In addition, said substantial change in circumstances shall be governed by paragraph 11 above.

14. The Township agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families. During the compliance phase of this matter, the municipality will demonstrate its satisfaction of this obligation. The municipality will further address this obligation by requiring all unbuilt developments that are identified in this development and all developments that will be credited to unmet need to provide a 13% set-aside of affordable housing.

15. Cranford will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

16. At least 50 percent of the units addressing the Township's Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

17. At least twenty-five percent of the Township's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

18. At least half of the units addressing the Township's Third Round Prospective Need in total must be available to families.

19. The Township agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. The Parties agree that this cap applies to the Township's RDP + 20 units and is thus 25% of 151 for Round 3. This shall be understood to mean that in no circumstance may the Township claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

20. The Township and/or its Administrative Agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A. (17 C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728), the Homecorp Talbot Street, Montclair), Housing Partnership (2 East Blackwell Street, Suite 12, Dover), and Union County Housing Coalition. As part of its regional affirmative marketing strategies during implementation of its Housing Element and Fair Share Plan, the Township and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

21. 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. 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. 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. 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 Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a) Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) 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 Township'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 2019, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- 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.

22. Upon full execution of this Agreement, Cranford shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Cranford will place this Agreement on file in the Township's municipal building and file a copy with the Court 45 days prior to the Fairness Hearing, at which the Township will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 150 days of the approval of this Agreement by the Court after a Fairness Hearing, Cranford will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all ordinances required to be adopted as part of this Agreement. The Township will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Cranford's adopted Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Cranford shall also make its consulting planner and any

other relevant witnesses available for testimony at the Hearings. As long as the Affordable Housing Plan complies with the terms set forth herein, FSHC shall support the Township's application for approval of its Affordable Housing Plan at the Compliance Hearing. If the Court approves this Agreement after a Fairness Hearing, the parties hereto agree not to appeal the Court's approval. If the Court approves the Affordable Housing Plan following a Compliance Hearing, the parties agree that the Township will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. The parties further agree that the JOR shall insulate the Township and its Planning Board from, among other things, exclusionary zoning litigation through July 7, 2025.

23. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Cranford's Round 3 obligation is decreased to 352 or less, with any relevant appeal periods having passed, the Township may file a proposed form of Order, on notice to FSHC and the Township's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, or in the event of a successful appeal pursuant to Paragraph 6 of this agreement, the Township shall be obligated to implement the Housing Element and Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the Township's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to 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 Round 3, the Township may carry over any resulting surplus credits to Round 4.

24. The Township shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Township and FSHC agree that the expenditures of funds contemplated in the Township's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of applicable law. Upon approval of its Spending Plan, the Township shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC 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.

25. On the first anniversary of the Judgment of Compliance and Repose, 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Township may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

26. The Fair Housing Act includes two provisions regarding actions 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 7, 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 FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall provide the opportunity for the aforementioned entities to submit comments to the municipality regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the 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 the Judgment of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, 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 provide the opportunity for entities to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
- c) In addition to the foregoing postings, the Township may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

27. This Agreement may be enforced by the Township or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Union County. If FSHC determines that such action is necessary, the Township consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

28. The Township will ensure that the sum of \$50,000 in payment of fees and costs is conveyed to Fair Share Housing Center within 60 days of the approval of this Agreement by court order following a Fairness Hearing. The Township may enter into a separate agreement with Developer(s) for the payment of the entire fee of \$50,000.00 to be paid to FSHC, but failure to secure payment from Developer(s) shall not remove the requirement that \$50,000 shall be conveyed to FSHC within 30 days of the approval pursuant to a duly-notice fairness hearing. The Township agrees to enter into agreements with the developers that require the payment of the funds to their counsel to be held in escrow within 30 days of the execution of the agreements between the Township and intervenors and before the fairness hearing in this matter.

29. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, 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 by 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 return to the *status quo ante*. In this regard, the Township and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

31. 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.

32. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Township and FSHC.

33. 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.

34. The Township and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Township and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

35. The Township and FSHC acknowledge that this Agreement was not drafted by the Township and FSHC, but was drafted, negotiated and reviewed by representatives of the Township and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Township and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

36. 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 the Township and FSHC.

37. This Agreement constitutes the entire Agreement between the Township and FSHC hereto and supersedes all prior oral and written agreements between the Township and FSHC with respect to the subject matter hereof except as otherwise provided herein.

38. 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.

39. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Township and FSHC have executed and delivered this Agreement.

40. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Township and FSHC 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 Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Michael J. Edwards, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: MJE@Surenian.com

**WITH A COPY TO THE
TOWNSHIP ADMINISTRATOR:**

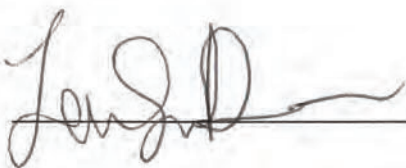
Township Administrator
Township of Cranford
Jamie Cryan
Cranford, NJ 07016
Email: j-cryan@cranfordnj.org

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

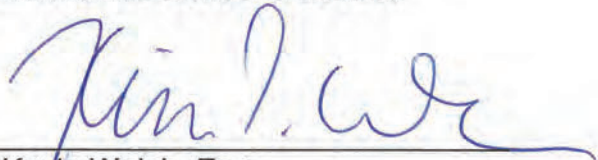
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:



By:



Kevin Walsh, Esq.
On Behalf of Fair Share Housing Center

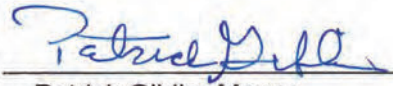
Dated: November 8, 2019

Witness/Attest:



Ryan J. Coogler, Esq.

TOWNSHIP OF CRANFORD:

By: 

Patrick Giblin, Mayor
On Behalf of the Township of Cranford

Dated: Nov. 12, 2019

EXHIBIT A
Vacant Land Analysis

ATTACHMENT A
LAND INVENTORY TABLES

LOT	BLOCK	LOCATION	OWNER	LANDUSE CLASS	STREAMEA	WETLANDS	FLOOD HAZ	TOTAL FLOODABLE AREA	EXCLUDED FROM FLOODABLE AREA	REMARKS	TOTAL DEVELOPABLE AREA
39	129	16 MCNAMARAN CT	DT FABIO, DAVID	1	0.28	-	-	-	0.28 EXCLUDED DUE TO SMALL SIZE	-	0.00
2142	3144	260 FIFTH AVE GARWOOD, NJ	MALCOLM RICHARDSON/ENST, TRICIA A	1	0.05	-	-	-	0.05 EXCLUDED DUE TO SMALL SIZE	-	0.00
3144	3144	INDIAN SPRING RD	KARL LARRY	1	0.13	-	-	-	0.13 EXCLUDED DUE TO SMALL SIZE	-	0.00
4177	4177	248 NORTH AVE W	THE TOWN BANK	1	0.94	-	-	-	0.94 EXCLUDED DUE TO SMALL SIZE	-	0.00
5177	5177	245 NORTH AVE W	GASPORT INC/ SHUPENORIAL	1	0.94	-	-	-	0.94 EXCLUDED DUE TO SMALL SIZE	-	0.00
5181	5181	111-115 UNION AVE N	MAINE BIA CORP	1	0.08	-	-	-	0.08 EXCLUDED DUE TO SMALL SIZE	-	0.00
7181	7181	224 GARDEN ST	BLUNT EMORY, MARY	1	0.21	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
8181	8181	227 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.23	-	-	-	0.15 EXCLUDED DUE TO SMALL SIZE	-	0.00
9185	9185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.16 EXCLUDED DUE TO SMALL SIZE	-	0.00
11185	11185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.07 EXCLUDED DUE TO SMALL SIZE	-	0.00
12185	12185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.07 EXCLUDED DUE TO SMALL SIZE	-	0.00
13185	13185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
14185	14185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
15185	15185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
16185	16185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
17185	17185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
18185	18185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
19185	19185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
20185	20185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
21185	21185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
22185	22185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
23185	23185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
24185	24185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
25185	25185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
26185	26185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
27185	27185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
28185	28185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
29185	29185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
30185	30185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
31185	31185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
32185	32185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
33185	33185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
34185	34185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
35185	35185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
36185	36185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
37185	37185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
38185	38185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
39185	39185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
40185	40185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
41185	41185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
42185	42185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
43185	43185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
44185	44185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
45185	45185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
46185	46185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
47185	47185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
48185	48185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
49185	49185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
50185	50185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
51185	51185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
52185	52185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
53185	53185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
54185	54185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
55185	55185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
56185	56185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
57185	57185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
58185	58185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
59185	59185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
60185	60185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
61185	61185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
62185	62185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
63185	63185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
64185	64185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
65185	65185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
66185	66185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
67185	67185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
68185	68185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
69185	69185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
70185	70185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
71185	71185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
72185	72185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
73185	73185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
74185	74185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
75185	75185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
76185	76185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
77185	77185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
78185	78185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
79185	79185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
80185	80185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
81185	81185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
82185	82185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
83185	83185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
84185	84185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
85185	85185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
86185	86185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
87185	87185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
88185	88185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
89185	89185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
90185	90185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
91185	91185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
92185	92185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
93185	93185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
94185	94185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
95185	95185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
96185	96185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
97185	97185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
98185	98185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
99185	99185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
100185	100185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
101185	101185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
102185	102185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
103185	103185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
104185	104185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
105185	105185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
106185	106185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
107185	107185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
108185	108185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
109185	109185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
110185	110185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
111185	111185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
112185	112185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
113185	113185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16	-	-	-	0.21 EXCLUDED DUE TO SMALL SIZE	-	0.00
114185	114185	237 GRANDFORD AVE	GRANDFORD AVE LLC	1	0.16						

SITE ID	PROJECT	LOT	LOCATION	OWNER	LAND USE	SIZE AREA	VEGETATION	FLOOD AREA	IMPERVIOUS AREA	TOTAL IMPERVIOUS AREA	REMARKS	TOTAL DEVELOPABLE AREA
73 638		4 01	AUSTERAM AVE	CENTRAL CRANFORD ASSOCIATION	1	0.19	-	-	-	-	0.19 EXCLUDED DUE TO SMALL SIZE	0.00
74 640		10	JACKSON DR REAR	HUSOSKY JOHN & SMITH	1	0.01	-	-	-	-	0.01 EXCLUDED DUE TO SMALL SIZE	0.00
75 640		13	JACKSON DR REAR	HUSOSKY JOHN & SMITH	1	0.09	-	-	-	-	0.09 EXCLUDED DUE TO SMALL SIZE	0.00
76 640		9	JACKSON DR REAR	BARAK FREDERICK & MARY ANN	1	0.04	-	-	-	-	0.04 EXCLUDED DUE TO SMALL SIZE	0.00
77 642		1	555 CENTENNIAL RD	WILSON MARY ANN	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
78 642		7	637 RAGLAND RD	INGENY A A & BRIAN F & S	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
79 642		9	MC KINLEY ST	MAUDORA MARCO & PING REALTY	1	0.14	-	-	-	-	0.14 EXCLUDED DUE TO SMALL SIZE	0.00
80		14	SPRINGFIELD & BROOKSIDE	FAIRVIEW MANOR LLC	38	5.27	-	5.27	5.27	5.27	0.00 EXCLUDED DUE TO 100-YR FLOOD PLAIN AND RIPARIAN ZONE	0.00
81 604		9	517 CENTENNIAL AVE	DARK ELF MANAGEMENT LLC	1A	0.41	-	-	-	-	0.41 EXCLUDED DUE TO SMALL SIZE	0.00
TOTAL LAND AREA CONTRIBUTING TO EDP OF PRIVATE VACANT LANDS:												0.00

SOURCE: NJ PROPERTY FAX, ACCESSSED ON JULY 23, 2012.

SITE ID	BLOCK	LOT	LOCATION	OWNER	LANDUSE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCLOSED AREA	TOTAL UNENCLOSED AREA	ROI STATUS	REMARKS	TOTAL DEVELOPABLE AREA	
801281	6	11102	318 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	1.76	-	-	-	-	1.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
81282	6		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	-	-	0.42	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
82282	7		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	-	-	0.42	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
83282	8		537 UNION AVE N	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
84284	11		PACIFIC AVE & UNION AVE N	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
85284	12		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
86285	17		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
87287	15		HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	4.91	-	-	-	-	4.91	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
88288	15		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	4.29	-	-	-	-	4.29	ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
89289	2		210 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	30.85	0.06	0.27	0.32	30.53		CONSERVATION CENTER	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
90290	1		100 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	-	-	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
91290	1		246 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
92296	9		BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	2.45	-	-	-	-	2.45	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
93299	10		253 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.12	-	-	-	-	0.12	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
94300	10		253 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.38	-	-	-	-	0.38	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
95303	14		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.70	-	-	-	-	0.70	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
96303	15		127 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	-	-	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
97303	5		216 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.31	-	-	-	-	0.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
98305	4		41 HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	0.07	0.07		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
99305	4		41 HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	0.07	0.07		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
100312	13		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	0.18	0.53		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
101312	13		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	0.18	0.53		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
102313	15		326 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	0.18	0.53		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
103317	15		326 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	0.18	0.53		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
104319	10		366 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	1.31	-	-	-	-	1.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
105320	10		366 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	-	-	0.06	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
106320	13		301 LAUREN ST	TOWNSHIP OF CRAWFORD	15C	0.16	-	-	-	-	0.16	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
107322	19		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
108323	13		VAN BELDEN AVE REAR	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
109323	14		39 WADE AVE	TOWNSHIP OF CRAWFORD	15C	0.08	-	-	-	-	0.08	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
110324	27		ALBERT AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
111324	27		ALBERT AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
112326	1		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	1.16	-	-	-	-	1.16	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
113327	1		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	0.76	-	-	-	-	0.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
114328	1		PHENIXWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
115331	3		MACDONALDWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.09	0.07	0.08	0.24	0.06		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
116331	3		MACDONALDWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.09	0.07	0.08	0.24	0.06		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
117333	5,01		NORTH AVE E	N. DEPT OF TRANSPORTATION	15C	0.20	-	-	-	-	0.20		EXCLUDED DUE TO SMALL SIZE	0.00
118334	14		CARPENTER PL REAR	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	0.42	0.42		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
119335	19		29 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
120336	1		41 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
121338	5		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.29	0.29		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
122339	1		68 BORDEN & HENRY PL	TOWNSHIP OF CRAWFORD	15C	0.12	-	-	0.12	0.12		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
123340	2		CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	0.42	0.42		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
124340	2		CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.29	0.29		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
125340	3		101 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.29	0.29		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
126340	18		22 BRINSFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	0.13	0.13		ROSI	LOT REMOVED, INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
127402	18		22 BRINSFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.69	-	-	0.69	0.69		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
128403	34		50 BLAKE ST	TOWNSHIP OF CRAWFORD	15C	0.33	-	-	0.33	0.33		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
129403	34		50 BLAKE ST	TOWNSHIP OF CRAWFORD	15C	0.17	-	-	0.17	0.17		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
130403	34		85 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
131403	34		111 NEW ST	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
132403	34		111 NEW ST	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
133403	34		130 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.34	-	-	0.34	0.34		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
134406	1		130 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	0.07	0.07		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
135412	20		12 BESSLER AVE	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	0.06	0.06		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
136412	20		12 BESSLER AVE	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	0.06	0.06		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
137416	23		81 BENJAMIN ST	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
138421	3,01		15 LINCOLN AVE W	TOWNSHIP OF CRAWFORD	15C	2.35	-	-	2.35	2.35		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
139427	1		DENMAN RD	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
140431	23		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.14	-	-	0.14	0.14		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
141431	23		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
142431	23		405 UNION PARKS	UNION COUNTY PARKS & RECREATION	15C	0.01	-	-	0.01	0.01		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
143431	2,01		405 UNION PARKS	UNION COUNTY PARKS & RECREATION	15C	1.33	-	-	1.33	1.33		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
144431	2,01		LEWIS ST	TOWNSHIP OF CRAWFORD	15C	0.48	-	-	0.48	0.48		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
145431	2,01		LEWIS ST	TOWNSHIP OF CRAWFORD	15C	1.38	-	-	1.38	1.38		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
146431	2,01		WOODLAWN AVE - STRIP	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
147431	3,02		WOODLAWN AVE	TOWNSHIP OF CRAWFORD	15C	0.47	-	-	0.47	0.47		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
148431	3,02		WOODLAWN AVE	TOWNSHIP OF CRAWFORD	15C	0.61	-	-	0.61	0.61		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
149431	3,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.58	-	-	0.58	0.58		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
150431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
151431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
152431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
153431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
154431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
155431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
156431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
157431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
158431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
159431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
160431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
161431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
162431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
163431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
164431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
165431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
166431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
167431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
168431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
169431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
170431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
171431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03		ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
172431	1,02		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03								

Table 2: Third Round RDP Calculation Township of Cranford, Union County, New Jersey		
Project	Density	RDP
RDP established by JOR (2013) For Block 573, Lots 9, 10, & 12.02, Block 574, Lots 14 & 15, and Block 606, Lots 1, 2, 3, 4, & 5	8 units/acre	5 units
<i>Changed Circumstances</i>		
310 Centennial Avenue project (Block 525, Lot 5) Approved via Zoning Board of Adjustment Resolution dated April 24, 2017. Mixed-use three-story project located in the Village Commercial District consisting of 20 residential apartments located on the second and third floors with retail use on the first floor. In the absence of a Mandatory Set-Aside Ordinance at the time of approval, the Township signed a Settlement Agreement with the property owner stipulating that the Owner will deed-restrict two (2) of the Project's one-bedroom units as affordable housing units.	41.67 units/acre	41.67 DU/AC x 0.48 acres → 4 affordable unit set-aside
Hartz Mountain (Block 541, Lot 2) On March 27, 2017 the zoning department received an application from Hartz Mountain to rezone the property from C-3 Commercial to Residential. The application is in front of the Planning Board.	18 units/acre	18 DU/AC x 24.5 acres ¹ = 205 → 88 affordable unit set-aside
109 Walnut (Block 478, Lots 10,11,12,13) Approved via Zoning Board of Adjustment Resolution dated June 19, 2017. Mixed-use three-story project located in the Downtown Business District consisting of 24 residential	50 units/acre	50 DU/AC x 0.48 acres = 24 → 5 affordable unit set-aside

apartments located on the second and third floors with a restaurant and residential parking on the first floor. The resolution stipulated that “there shall be one one-bedroom apartment that is affordable, two two-bedroom apartments that are affordable, and one three-bedroom apartment that is affordable”		
E.F. Britten & Co. (Block 474, Lot 1) Property located in the Downtown Business District along South Avenue which has been put on the market for sale. The property is 0.75 acres.	20 units/acre	20 DU/AC x 0.75 acres = 15 → 3 affordable unit set-aside
North Avenue Redevelopment Block 193(Block 193, Lots 10, 11, 12, 13, 14, & Portion of 6.01) Properties are located in the Downtown Core District. Lots 6.01 and 14 are Township owned—Lots 10, 11, 12, & 13 are privately owned.	30 units/acre	30 DU/AC x 1.41 acres = 42 → 8 affordable unit set-aside
201 Walnut (Wells Fargo) – Family rental	47 units/acre	47 DU/AC x .846 acres = 40 → 8 affordable unit set-aside
Riverfront – Family Rental (Block 481; Lots 1.02, 2.01 and 3-9)	38.5 units/acre	3 unit RDP*
Woodmont – Family Rental (Block 511, Lot 1)	32 units/acre	3 Unit RDP*
Neddepoint – Family rental (Block 480, Lot 1)	3 total units on roughly .09 acres	1 affordable unit set-aside
Myrtle Special Needs (Block 574, Lots 14 & 15 & Block 573, Lot 9) (inclusionary) the group home is: ((Block 573, Lots 12.02 & 10)	10 units/acre	10 DU/AC x .919 = 10 units → 2 affordable unit set-aside
Existing Sites		
SERV (Block 569, Lot 8)	--	1 bedrooms
Total		RDP = 131 units
¹ Based on conservative estimate and removal of 6 acres from 30.5 acre site to be used by		






PSE&G based on letter from PSE&G to the Township, dated March 30, 2018 which stated "PSE&G desires to purchase 10 to 12 of the 30.5 acres at the [Hartz Mountain] site. The electric station is necessary to address aging electric infrastructure in the vicinity to ensure continued reliable service for all residents. Hartz Mountain has confirmed negotiations with PSE&G during Planning Board testimony. Acreage subject to ongoing negotiations and land acquisition. However, even if those negotiations fail, the Township does have the power to condemn to protect the interests of the citizens in the PSE&G service area.

**The RDP for both Riverfront and Woodmont represent the portion of the project utilized to address the Round 3 RDP.*

EXHIBIT B

Exhibit B: Overlay Zones Portion of Cranford Township Union County, NJ October 2019

Legend

-  Elise/Burnside
-  Park Street Block
- Downtown Overlay**
 -  D-B
 -  D-C
 -  D-T



Data Sources:
NJGIS Parcels and MOD IV data
NJDOT Roadway Network

BANISCH
ASSOCIATES, INC.
Planning and Design

