

Cranford Township

Union County



Housing Plan Element Fair Share Plan

DRAFT

February 2021

Cranford Township Planning Board

In Consultation with Banisch Associates, Inc.

The original document was appropriately signed and sealed on February 19, 2021 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

A handwritten signature in blue ink, reading "Francis J. Banisch III".

Francis J. Banisch III, PP, AICP
Professional Planner License No. 1686

TABLE OF CONTENTS

Executive Summary	1
Affordable Housing History in New Jersey	1
Summary of Cranford Township's Affordable Housing History and Activities	2
Statutory Affordable Housing Requirements	4
Present Need Obligation	5
Prior Round Obligation	5
Prior Round Compliance Components	6
Third Round Prospective Need Obligation	6
Addressing the Third Round Realistic Development Potential (RDP)	7
Addressing the Third Round Unmet Need	18
Settlement Agreement Terms.....	18
Housing Element.....	20
Housing, Demographic, and Employment Information	20
Analysis of Population and Demographics	20
Analysis of Housing Characteristics	24
Analysis of Employment Characteristics.....	28

List of Figures

- Figure 1 - North Avenue Redevelopment Area (Block 193, Lots 10-14, portion of 6.01)
Figure 2 - Myrtle Street (Block 573, Lots 10 and 12.02)
Figure 3- South Avenue/Chestnut Street (Block 478 Lots 1.01, 1.02 & 2-6; Block 484, Lot 19.01)
Figure 4 - 750 Walnut Avenue (Block 541, Lot 2)
Figure 5 - Overlay Zones

Appendices

- Appendix A - Cranford Township/Fair Share Housing Center Settlement Agreement Fully Executed on November 12, 2019
Appendix B - Amended Cranford Township/Fair Share Housing Center Agreement
Appendix C - Vacant Land Analysis and RDP Calculation Program
Appendix D - Cranford Township Rehabilitation Program Manual (Home Improvement Program)
Appendix E - AVIDD Community Services Contract
Appendix F - Iron Ore Properties, LLC April 13, 2020 Letter of Commitment to develop 201 Walnut Avenue
Appendix G - Resolution of Intent to Fund Spending Plan Shortfall
Appendix H – Affirmative Marketing Plan
Appendix I – Market to Affordable Program Manual
Appendix J - Affordability Assistance Manual
Appendix K - Cranford Township/Hartz Mountain Industries, Inc. Memorandum of Understanding for Settlement Fully Executed on December 21, 2020
Appendix L - Operating Manual (Affordable Housing Administrative Agent Policies & Procedures Manual)

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	Family Rental	8	2	Proposed	TC Designation of AIN:	2BR: 3 – low 2 – moderate

10, 11, 12, 13, 14 and 6.01)					9-8-20	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 BC UW, 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 5 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 5: 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 6: 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 7 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 8 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 7: 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 8: 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 9 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 9: 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

**Table 10: 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 10 below 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 11 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 12 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 8) 1.9% of Cranford residents compared to 10.8% Union County residents are living below the poverty level.

**Table 11: 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 12: 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 13: 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 13 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 in 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 2016 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 14 which demonstrates that Cranford's decrease in population between 1970 and 2000 are 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 14: 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 14 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 15 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 16 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 73.3%, 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 15: 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 16: 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 17. 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 18 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 17: 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 18: 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 19: 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 20: 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 21 below:

Table 21: 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 23 depicts entities who employ over 100 people and it is not reflective of all of the businesses and employers within the Township. However,

Table 22: 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	

this table does indicate that Cranford does have a variety of employment opportunities within its borders.

Table 23: 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 24: 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 24. 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 25 and 26 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 25: 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	

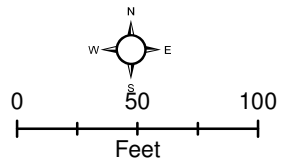
Table 26 : Occupations of Cranford	
Most Common Occupations for Males	
Other Management Occupations (excluding farmers/ farm mgmt.)	8%
Computer Specialists	6%
Other Sales and Related Workers Including Supervisors	5%
Top Executives	5%
Sales Representatives, Services, Wholesale and Manufacturing	5%
Electrical 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,
portion of 6.01

Portion of Cranford Township
Union County, NJ
: Xfi Ufr202%

Legend

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



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

BANISCH
 ASSOCIATES, INC.
 Planning and Design

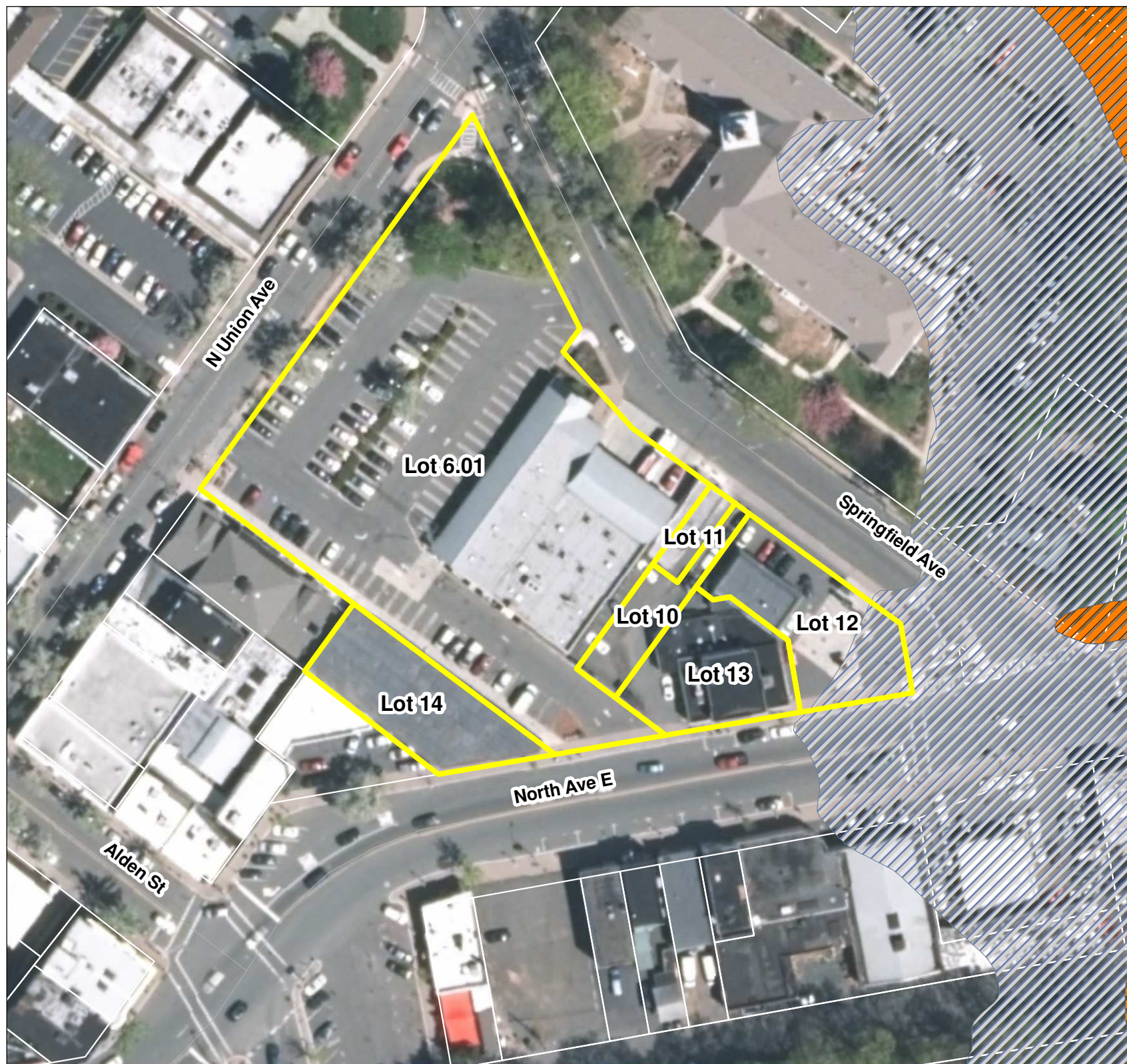






Figure 2:
Myrtle Street
Block 573,
Lots 10 and 12.02

*Portion of Cranford Township
Union County, NJ*

: Xfi Ufr202%

Legend

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

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



0 50 100

Feet

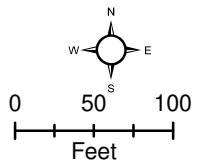
Data Sources:
NJGIN Parcels and MOD IV data
NJDOT Roadway Network
NJDEP 2015 Aerial Photography
NJDEP 2015 Land Use/ Land Cover
FEMA Floodzones



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
 : ~~Map~~ ~~Figure~~ 202%

Legend

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



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

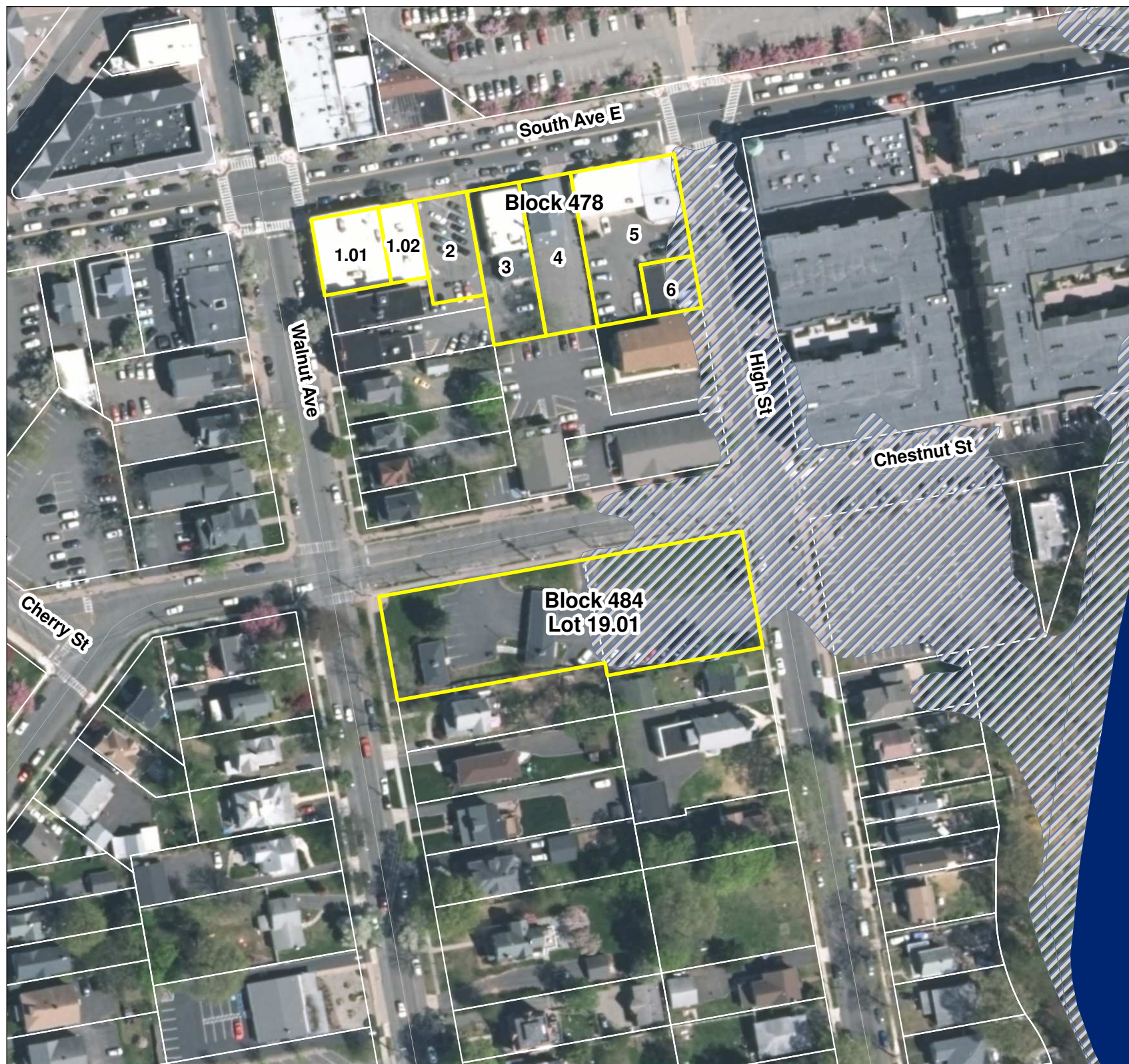






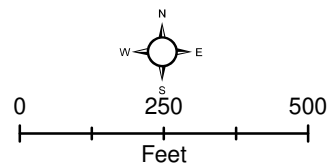
Figure 4:
750 Walnut Avenue
Block 541, Lot 2

*Portion of Cranford Township
Union County, NJ*

: Xfi Ufr202%

Legend

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



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

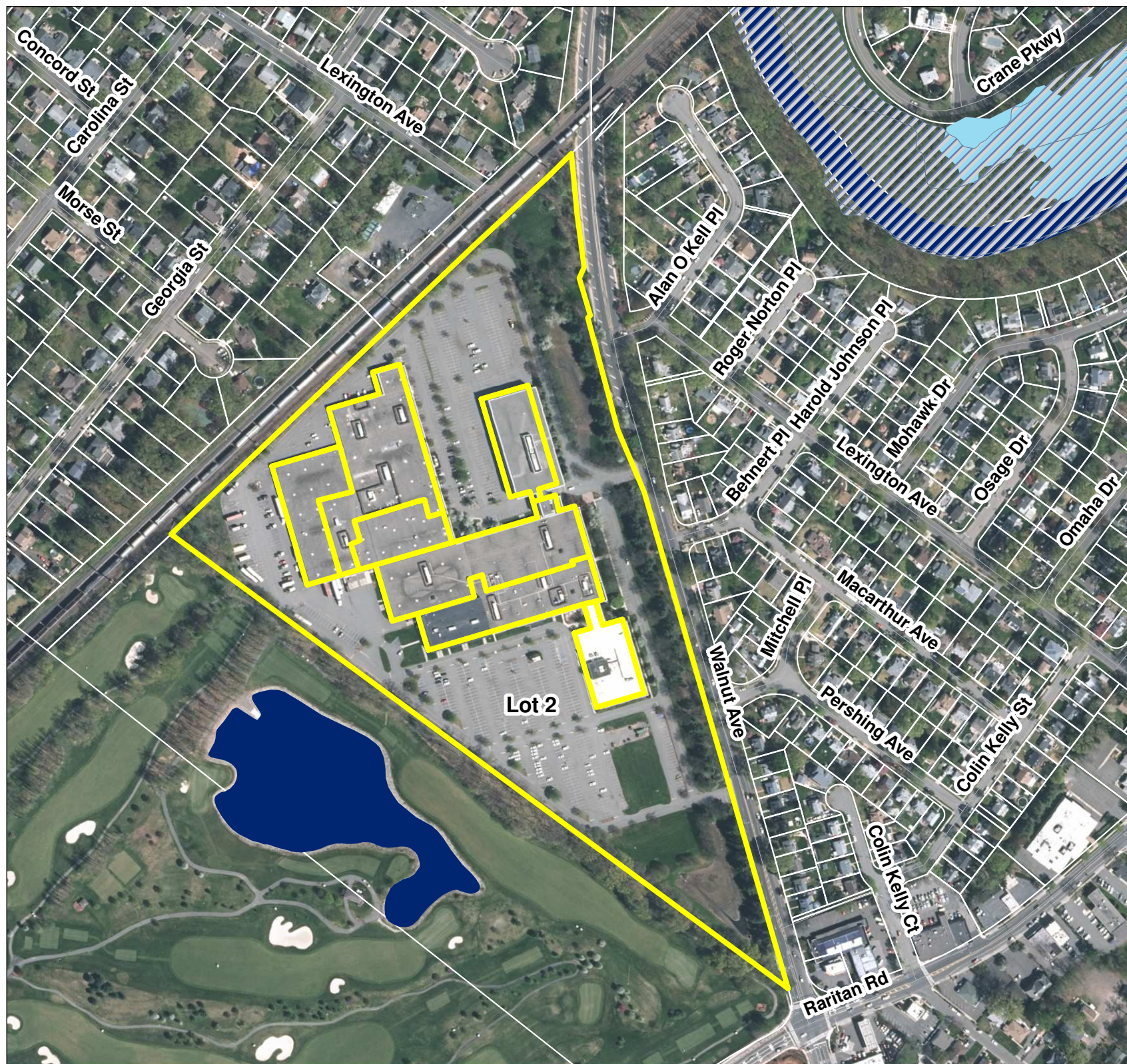





Figure 5:
Overlay Zones
Portion of Cranford Township
Union County, NJ
February 2021


Legend

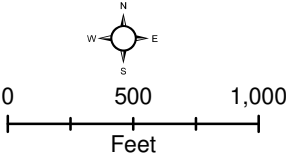
 Park Street

Downtown Overlay

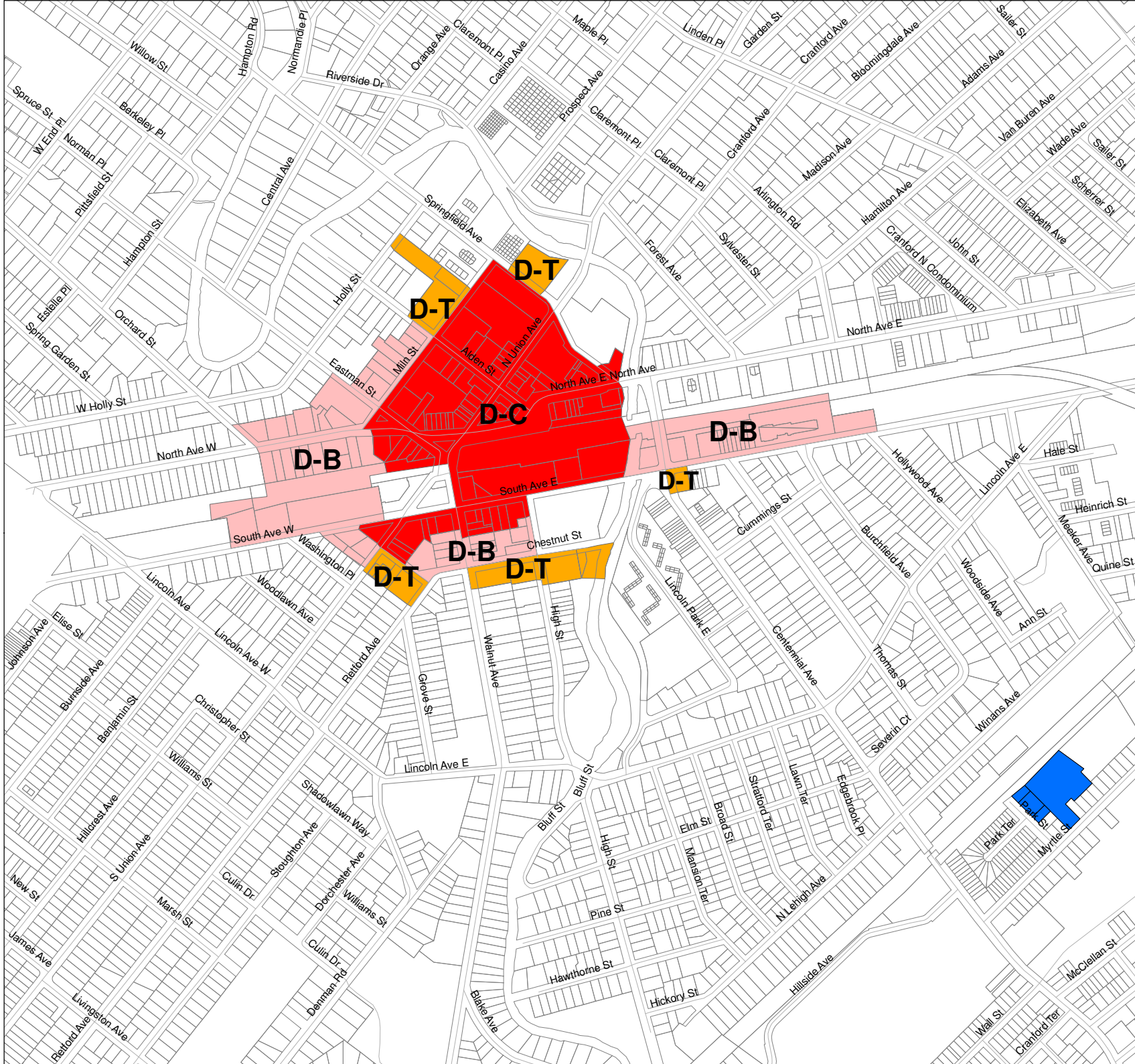
 D-B

 D-C

 D-T



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



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, BCUW 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:**

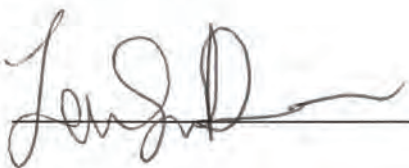
Township Administrator
Township of Cranford
Jamie Cryan
Cranford, NJ 07016
Email: j-cryan@cranfordnj.org

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.

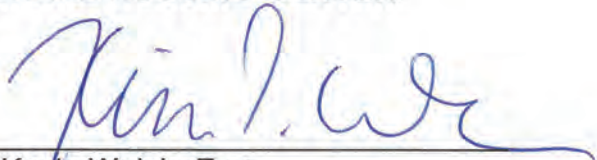
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:



By: _____



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

Dated: November 8, 2019

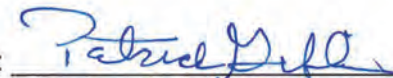
Witness/Attest:



Ryan J. Coogler, Esq.

Dated: Nov. 12, 2019

TOWNSHIP OF CRANFORD:

By: 

Patrick Giblin, Mayor
On Behalf of the Township of Cranford

EXHIBIT A
Vacant Land Analysis

ATTACHMENT A
LAND INVENTORY TABLES

Class 1 (Private Vacant), Class 3A/3B (Farmland), and 4A (Commercial) Lands
Cranford Township, Union County, NJ

ITEM #	BLOCK	LOT	LOCATION	OWNER	LAND USE (ZONING)	STEAKHOUSE	WETLANDS	FLOOD HAZARD	TOTAL EXCLUDED AREA	ADJ. EXCLUDED AREA	REMARKS	TOTAL DEVELOPABLE AREA
129	39	15	DOWNSIDE CT	DI FAUL, EMILIO	1	-	0.28	-	-	0.28	EXCLUDED DUE TO SMALL SIZE	0.00
2142	3	260	FETH AVE (GARDWOOD, NJ)	MALCOLM RICHARD (HERST), THICKA A	1	-	0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
3144	37	INDIAN SPRING RD	KARE LARRY	1	-	-	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
4177	2,61	248	NORTH AVE W	THE TOWN BANK	1	-	0.13	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
5177	4,01	743	NORTH AVE W	ASPHOST INC & PHILIPENORA LAL	1	-	0.34	-	-	0.34	EXCLUDED DUE TO SMALL SIZE	0.00
5181	5,01	111-115	UNION AVE N	MCNE BIA CORP	1	-	0.08	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
5181	5	24	GARDEN ST	BLUNT TEMPO, MARY	1	-	0.23	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
5261	24,01	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.15	-	-	0.15	EXCLUDED DUE TO SMALL SIZE	0.00
5263	23	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	24	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	25	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	26	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	27	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	28	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	29	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	30	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	31	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	32	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	33	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	34	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	35	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	36	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	37	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	38	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	39	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	40	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	41	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	42	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	43	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	44	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	45	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	46	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	47	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	48	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	49	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	50	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	51	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	52	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	53	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	54	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	55	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	56	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	57	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	58	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	59	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	60	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	61	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	62	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	63	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	64	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	65	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	66	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	67	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	68	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	69	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	70	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	71	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	72	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	73	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	74	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	75	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	76	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	77	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	78	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	79	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	80	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	81	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	82	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	83	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	84	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	85	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	86	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	87	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	88	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	89	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	90	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	91	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	92	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	93	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	94	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	95	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	96	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	97	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	98	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	99	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	100	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	101	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	102	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	103	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	104	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	105	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	106	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	107	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	108	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	109	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	110	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	111	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	112	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	113	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	114	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	115	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	116	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	117	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	118	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	119	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	120	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	121	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	122	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	123	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	124	237	CRANFORD AVE	CRANFORD AVE LLC	1	-	0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
5263	125	237	CRANFORD AVE									

SITE ID	PROJECT	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	EMERGENCY AREA	TOTAL INFLOODED AREA	REMARKS	TOTAL DEVELOPABLE AREA
73 638		4 01	AUSTERDAM AVE	CENTRAL CRANFORD ASSOCIATION	1	-	-	-	-	-	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	WILSON AVE	WILSON A & B	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
78 642		7	637 RAGLAND RD	INGENIT A & B / BROWN 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	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.

Class 15C (Public) Lands
Cranford Township, Union County, NJ

DATE	BLOCK	LOT	LOCATION	OWNER	LAND USE	ST/EASE	WETLAND AREA	FLOODPLAIN AREA	TOTAL EXCLUDED AREA	TOTAL DEVELOPED AREA	ROD STATUS	REMARKS	TOTAL DEVELOPED AREA
1/10/01	1	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	30.19	15.69	26.69	27.13	3.06	ROSI	LENAPE PARK	0.00
2/10/02	1	2	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	6.13	1.34	8.61	8.61	0.32	ROSI	LENAPE PARK	0.00
4/10/02	1	3	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	14.50	14.50	14.50	14.50	-	ROSI	LENAPE PARK	0.00
5/10/03	1	4	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	8.56	4.82	7.51	7.50	0.66	ROSI	LENAPE PARK	0.00
6/10/04	1	5	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
7/10/05	1	6	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.54	-	0.54	0.54	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
8/10/06	1	7	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	28.53	28.53	28.53	28.53	0.02	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
9/10/06	1	8	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	28.53	15.15	26.53	26.53	0.02	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
10/10/06	1	9	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	2.85	2.41	2.85	2.85	1.01	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
11/10/05	1	10	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	90.77	65.50	88.80	69.76	0.04	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
12/10/05	1	11	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.05	-	0.05	0.05	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
13/10/05	1	12	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
14/10/05	1	13	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
15/10/05	1	14	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
16/10/05	1	15	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
17/10/05	1	16	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
18/10/05	1	17	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
19/10/05	1	18	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
20/10/05	1	19	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
21/10/05	1	20	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
22/10/05	1	21	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
23/10/05	1	22	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
24/10/05	1	23	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
25/10/05	1	24	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
26/10/05	1	25	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
27/10/05	1	26	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
28/10/05	1	27	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
29/10/05	1	28	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
30/10/05	1	29	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
31/10/05	1	30	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
1/11/01	1	1	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
2/11/01	1	2	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
3/11/01	1	3	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
4/11/01	1	4	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
5/11/01	1	5	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
6/11/01	1	6	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
7/11/01	1	7	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
8/11/01	1	8	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
9/11/01	1	9	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
10/11/01	1	10	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
11/11/01	1	11	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
12/11/01	1	12	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
13/11/01	1	13	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
14/11/01	1	14	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
15/11/01	1	15	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
16/11/01	1	16	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
17/11/01	1	17	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
18/11/01	1	18	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
19/11/01	1	19	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
20/11/01	1	20	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
21/11/01	1	21	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
22/11/01	1	22	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
23/11/01	1	23	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
24/11/01	1	24	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
25/11/01	1	25	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
26/11/01	1	26	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
27/11/01	1	27	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
28/11/01	1	28	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
29/11/01	1	29	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
30/11/01	1	30	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
1/12/01	1	1	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
2/12/01	1	2	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
3/12/01	1	3	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
4/12/01	1	4	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
5/12/01	1	5	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
6/12/01	1	6	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
7/12/01	1	7	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
8/12/01	1	8	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
9/12/01	1	9	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
10/12/01	1	10	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
11/12/01	1	11	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
12/12/01	1	12	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
13/12/01	1	13	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
14/12/01	1	14	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
15/12/01	1	15	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
16/12/01	1	16	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
17/12/01	1	17	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
18/12/01	1	18	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
19/12/01	1	19	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
20/12/01	1	20	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
21/12/01	1	21	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
22/12/01	1	22	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
23/12/01	1	23	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
24/12/01	1	24	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
25/12/01	1	25	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
26/12/01	1	26	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
27/12/01	1	27	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
28/12/01	1	28	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
29/12/01	1	29	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
30/12/01	1	30											

SITE ID	BLOCK	LOT	LOCATION	OWNER	UNIFORM CHASS	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCLOSED AREA	TOTAL UNENCLAVED AREA	ROS STATUS	REMARKS	TOTAL DEVELOPABLE AREA	
801281	6	11102	313 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	1.76	-	-	-	-	1.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801282	6		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	1.76	-	-	-	-	1.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801283	7		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	-	-	0.42	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801284	8		537 UNION AVE N	TOWNSHIP OF CRAWFORD	15C	0.25	-	-	-	-	0.25	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801285	13		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801286	13		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801287	17		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801288	17		HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	4.91	-	-	-	-	4.91	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801289	15		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	4.29	-	-	-	-	4.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801290	2		210 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	30.85	0.06	0.27	0.32	30.53	ROSI	CONSERVATION CENTER	EXCLUDED DUE TO SMALL SIZE	0.00
801291	1		101 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	-	-	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801292	11		246 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801293	9		BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	2.45	-	-	-	-	2.45	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801294	9		253 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.12	-	-	-	-	0.12	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801295	10		253 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801296	14		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.70	-	-	-	-	0.70	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801297	15		127 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	-	-	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801298	5		210 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.31	-	-	-	-	0.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801299	4,01		41 HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.07	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801300	1		210 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.07	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801301	13		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	0.18	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801302	102,513		326 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	-	-	0.71	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801303	15		366 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	1.31	-	-	-	-	1.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801304	104,319		366 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	-	-	0.06	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801305	13		301 SHERBORN ST	TOWNSHIP OF CRAWFORD	15C	0.16	-	-	-	-	0.16	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801306	107,322		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801307	13		VAN BELDEN AVE REAR	TOWNSHIP OF CRAWFORD	15C	0.63	-	-	-	-	0.63	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801308	14		38 WADE AVE	TOWNSHIP OF CRAWFORD	15C	0.08	-	-	-	-	0.08	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801309	109,223		AL LANE AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801310	27		110 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801311	112,509		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	1.16	-	-	-	-	1.16	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801312	1		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	0.76	-	-	-	-	0.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801313	113,527		PHENWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801314	114,528		PHENWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801315	115,531		MACDONALD AVE	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	0.06	0.06	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801316	116,534		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.28	0.28	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801317	117,533		CARPENTER PL REAR	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801318	118,534		CARPENTER PL REAR	TOWNSHIP OF CRAWFORD	15C	0.42	-	-	0.42	0.42	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801319	119,535		29 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801320	120,536		41 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801321	121,537		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.25	-	-	0.25	0.25	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801322	122,538		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.12	-	-	-	-	0.12	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
801323	123,539		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	1.39	-	-	0.42	0.42	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801324	124,540		CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.29	0.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801325	125,541		101 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	0.29	0.29	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801326	126,542		22 BRINSIDE AVE	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	0.13	0.13	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801327	127,543		22 BRINSIDE AVE	TOWNSHIP OF CRAWFORD	15C	0.69	-	-	0.69	0.69	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801328	128,544		50 BLAKE ST	TOWNSHIP OF CRAWFORD	15C	0.33	-	-	0.33	0.33	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801329	129,545		50 BLAKE ST	TOWNSHIP OF CRAWFORD	15C	0.17	-	-	0.17	0.17	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801330	130,546		85 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.17	-	-	0.17	0.17	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801331	131,547		111 NEW ST	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801332	132,548		130 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.34	-	-	0.34	0.34	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801333	133,549		130 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	0.07	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801334	134,550		12 BESSLER AVE	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801335	135,551		12 BESSLER AVE	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801336	136,552		12 BESSLER AVE	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	0.13	0.13	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801337	137,553		15 LINCOLN AVE W	TOWNSHIP OF CRAWFORD	15C	2.35	-	-	2.35	2.35	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801338	138,554		15 LINCOLN AVE W	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801339	139,555		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.14	-	-	0.14	0.14	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801340	140,556		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801341	141,557		405 UNION PARKS	UNION COUNTY PARKS & RECREATION	15C	0.01	-	-	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801342	142,558		405 UNION PARKS	UNION COUNTY PARKS & RECREATION	15C	1.33	-	-	1.33	1.33	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801343	143,559		LEWIS ST	TOWNSHIP OF CRAWFORD	15C	0.48	-	-	0.48	0.48	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801344	144,560		LEWIS ST	TOWNSHIP OF CRAWFORD	15C	1.39	-	-	1.39	1.39	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801345	145,561		WOODLAWN AVE - STRIP	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801346	146,562		WOODLAWN AVE	TOWNSHIP OF CRAWFORD	15C	0.47	-	-	0.47	0.47	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801347	147,563		WOODLAWN AVE	TOWNSHIP OF CRAWFORD	15C	0.61	-	-	0.61	0.61	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801348	148,564		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.59	-	-	0.59	0.59	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801349	149,565		230 SOUTH AVE E	UNION COUNTY PARKS & RECREATION	15C	0.03	-	-	0.03	0.03	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801350	150,566		688 UNION PARK E	UNION COUNTY PARKS & RECREATION	15C	2.82	-	-	2.82	2.82	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801351	151,567		213 HIGH ST	UNION COUNTY PARKS & RECREATION	15C	4.00	-	-	4.00	4.00	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801352	152,568		213 HIGH ST	UNION COUNTY PARKS & RECREATION	15C	0.09	-	-	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801353	153,569		226-224 WALNUT AVE	TOWNSHIP OF CRAWFORD	15C	2.04	-	-	2.04	2.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801354	154,570		150 LINCOLN AVE E	TOWNSHIP OF CRAWFORD	15C	3.88	-	-	3.88	3.88	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801355	155,571		150 LINCOLN AVE E	TOWNSHIP OF CRAWFORD	15C	6.48	-	-	6.48	6.48	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801356	156,572		195 LEHIGH AVE N	TOWNSHIP OF CRAWFORD	15C	0.34	-	-	0.34	0.34	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801357	157,573		195 LEHIGH AVE N	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801358	158,574		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801359	159,575		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801360	160,576		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801361	161,577		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801362	162,578		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801363	163,579		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801364	164,580		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801365	165,581		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801366	166,582		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801367	167,583		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801368	168,584		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801369	169,585		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801370	170,586		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801371	171,587		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801372	172,588		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801373	173,589		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26	-	-	0.26	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801374	174,590		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.04	-	-	0.04	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00	
801375	175,591		1 HAWTHORN ST	UNION COUNTY PARKS & RECREATION	15C	0.26								

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*
Neddlepoint – 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

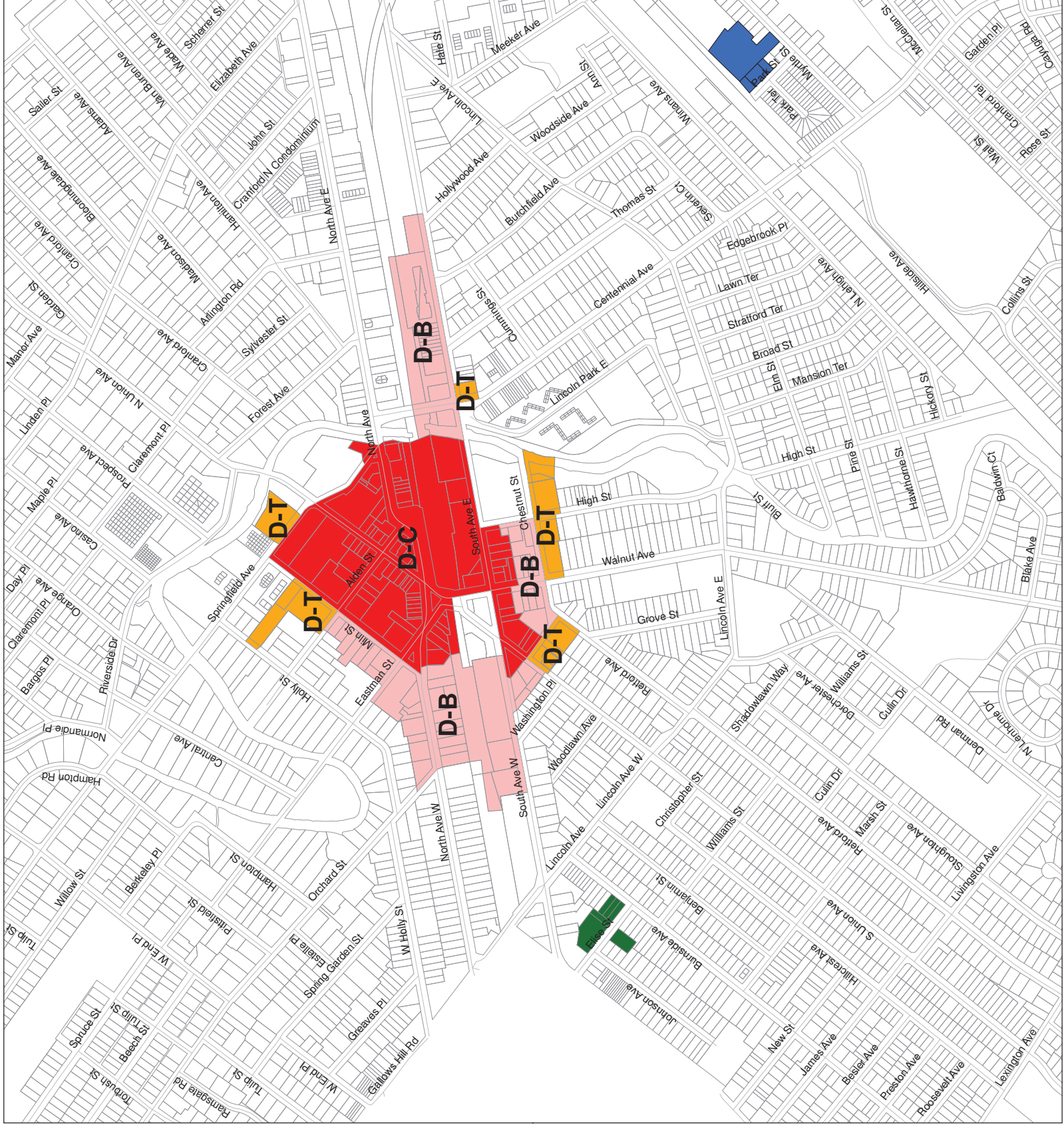


EXHIBIT C: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***		Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602	2.6%	4.73%	\$183,994
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481			
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801			
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680			
Region 2 Essex, Morris, Union and Warren	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013	2.6%	5.67%	\$193,321
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410			
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506			
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156	2.6%	9.64%	\$225,261
	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925			
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078			
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847			
Region 4 Mercer, Monmouth and Ocean	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082	2.6%	3.91%	\$193,919
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865			
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,548	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041			
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825			
Region 5 Burlington, Camden and Gloucester	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932	2.6%	3.09%	\$166,981
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146			
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466			
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289	2.6%	5.15%	\$143,713
	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031			
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644			
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387			

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

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

Appendix B
Amended Cranford Township/Fair Share Housing Center
Settlement Agreement

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2021-119

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

WHEREAS, on November 12, 2019, pursuant to Resolution 2019-383, the Township Committee of the Township of Cranford approved a settlement with Fair Share Housing Center, wherein Cranford and Fair Share Housing Center agreed on various substantive provisions, terms and conditions, of a revised Affordable Housing Plan that both parties agreed satisfied the Township's "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine (the "FSHC Settlement"); and

WHEREAS, Hartz Mountain Industries, Inc. ("Hartz") opposed the FSHC Settlement, in particular with respect to the FSHC's Settlement's treatment of certain property owned by Hartz and known as 750 Walnut Avenue; and

WHEREAS, on December 15, 2020, pursuant to Resolution 2020-406, the Township Committee of the Township of Cranford and Hartz resolved Hartz's objection to the FSHC Settlement via a Memorandum of Understanding wherein Cranford and Hartz agreed to redevelop 750 Walnut Avenue as two separate parcels, with one remaining dedicated to commercial uses and the second dedicated to an inclusionary project consisting of units which will be set-aside for very low, low and moderate income households (the "Hartz Settlement"); and

WHEREAS, Cranford and FSHC desire to amend the FSHC Settlement to reflect the Hartz Settlement and its treatment of 750 Walnut Avenue; and

WHEREAS, Cranford and FSHC agree that the proposed amended FSHC Settlement, reflecting the Hartz Settlement, satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine;

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 an amended settlement with Fair Share Housing Center, including the Amended 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 Council at a meeting held on January 26, 2021



Patricia Donahue, RMC
Township Clerk

Dated:

January 26, 2021

**AMENDED 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 January, 2021, 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; and

WHEREAS, due to the successful resolution of litigation between the Township and an objector to the Township's plan, Hartz, the Township and FSHC agreed to amend their prior November 2019 settlement to incorporate said resolution and certain other matters that have arisen since that time; and

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, which terms replace in their entirety the prior agreement between the Township and FSHC executed in November 2019:

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 140. In addition, for settlement purposes only, the Parties recognize that the Honorable Judge Kenny’s January 16, 2019 Order In CDA vs the Township of Cranford, UNN-L-3759-08 is currently under appeal by the Township. FSHC has not taken (and will not take) a position relative to that appeal. At the time of the drafting of this settlement, the Township has requested a remand of the appeal to the trial court given the Township’s settlement with Hartz Mountain, currently pending review at a fairness hearing. The Township reserves its right, via a fairness determination or other mechanism, to request that the trial court, given the subsequent settlement with Hartz Mountain, modify its prior decision to prohibit rental bonuses, and FSHC agrees to not oppose any such request. This settlement provides sufficient credits to satisfy the Township’s additional obligation of 20 units, which are not eligible for bonus credits, pursuant to paragraph 9 of this Agreement. That said, to the extent the trial court approves this agreement and this provision, which expressly entitles the Township to claim the 20 rental bonus credits in the manner described in Paragraphs 9 and 11 to this agreement, the units would be treated as “surplus” units per Paragraph 11 on this agreement. The Township is obligated to pursue the compliance mechanisms provided for in this settlement irrespective of the outcome of any litigation pursuing reversal of the trial court’s prior decision on bonuses.

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)	34	Non Age-Restricted Family Rentals

(Block 291, Lot 15.01, Block 292, Lot 2)		
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 140 unit Round 3 RDP + 20 additional units pursuant to paragraph 6 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	35 (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
North Ave Redevelopment – family rental	8	2	Proposed
Myrtle Special Needs	8	8	Proposed
201 Walnut (Wells Fargo) – Special Needs (37 total units)	8	7	Proposed
100 – 126 South Avenue (Block 478, Lots 1.01, 1.02 & 2-6) – Family rental 11 (55 total units)	11	11	

750 Walnut (Block 541, Lot 2) – Inclusionary	38	-	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 7 units of supportive housing in accordance with the terms of paragraph 9.d of this Agreement.
Total	152	35	
Grand Total	187		

- 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. As to the remaining 7 group home bedrooms, the Township has existing group homes at least the following locations that are not currently claimed for affordable housing credits: (the two CAU site and the one SERV
 - i. 54 Johnson – CO date 8/25/1999 4 bedroom (Community Access Unlimited) (Block 403 lot 59);
 - ii. 112 Glenwood Rd - 3 bedroom - Community Access purchased September 2012;
 - iii. Edwards Place SERV, 5 bedrooms

The Township will undertake efforts to perfect and demonstrate credits for any combination of these credits with the approval of FSHC and report on progress as part of its annual reporting requirements pursuant to Paragraph 25 of this agreement. The Parties acknowledge that the existing CAU projects, consisting of 3 special needs bedrooms and located at 112 Glenwood Road and 4 units located at 54 Johnson 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 within 6 months after the issuance of a JOR in this matter requiring the group homes to continue to operate as eligible group homes. To the extent more than 7 credits are achieved, the Township reserves the right

to claim those credits towards its surplus, per Paragraph 11 or to utilize any credits in excess of 7 units to eliminate the MTA program. To the extent the units are not creditworthy and are not capable of becoming creditworthy, then the Township shall work with 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.

- c. With respect to the Market-to-Affordable program, the Township shall complete at least 1 unit by July 1, 2022; at least 4 total units by December 31, 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, BCUW 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 annual reporting as required by Paragraph 25 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 and 100 – 126 South Avenue (Block 478, Lots 1.01, 1.02 & 2-6) 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 Township will adopt a redevelopment plan, which will allow up to 250 total residential units of which 15%, or up to 38 affordable family rental units in a manner consistent with the Hartz MOU, dated December 21, 2020 and attached hereto as **Exhibit C**.

11. FSHC and the Township agree that the Township shall have the right to apply the 27-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"). The Parties recognize that this figure will increase to 47 pursuant to Paragraph 6 of this Agreement if the Township's request described therein is approved by the Court. 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 140-unit RDP ("additional site"), the Township would be entitled to apply any or all of the 27-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 27-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 27-unit surplus, the Township shall still have an obligation to address the portion of the RDP in excess of 27-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 280-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 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 40 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. 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, prior to the Joint Fairness and Compliance Hearing in this matter, 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 Joint Fairness and 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 D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020 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 Hearing can be scheduled to approve the Agreement. In addition and prior to the Hearing, Cranford shall adopt an amended Housing Element and Fair Share Plan ("HEFSP"), a spending plan and all ordinances required by this Agreement, and seek Court approval of the amended plan and other required documents at a final Compliance Hearing. It is anticipated that this will occur in a joint "Fairness and Compliance Hearing" or the "Joint Hearing". Cranford will place this Agreement and the Amended HEFSP on file in the Township's municipal building and file a copy with the Court 45 days prior to the Fairness and Compliance Hearing, at which the Township will seek judicial approval the terms of this Agreement and its HEFSP 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 Joint Hearing shall be published at least 30 days in advance of the Joint Hearing. Although it is expected that the Special Master will provide the majority of the

required testimony at both the Joint 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 or if a joint fairness and compliance hearing is scheduled, a Joint Hearing as described in paragraph 22. 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 \$50,000.00 shall be conveyed to FSHC within 30 days of the approval pursuant to a duly-noticed fairness hearing or Joint 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:
Adam Gordon, 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.
Surenian, Edwards & Nolan 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: _____
Adam Gordon, Esq.
On Behalf of Fair Share Housing Center

Dated: _____, 2021

Witness/Attest:

TOWNSHIP OF CRANFORD:

_____ By: _____
Patrick Giblin, Mayor
On Behalf of the Township of Cranford

Dated: _____, 2021

EXHIBIT A

Vacant Land Analysis

ATTACHMENT A
LAND INVENTORY TABLES

Class 1 (Private Vacant), Class 3A/3B (Farmland), and 4A (Commercial) Lands
Cranford Township, Union County, NJ

ITEM #	BLOCK	LOT	LOCATION	OWNER	LAND USE (ZONING)	STEAKHOUSE	WETLANDS	FLOOD HAZ	TOTAL EXCLUDED AREA	ADJ. EXCLUDED AREA	REMARKS	TOTAL DEVELOPABLE AREA
129	39	15	DOWNSIDE CT	DI FAUL, EMILIO	1		0.28	-	-	0.28	EXCLUDED DUE TO SMALL SIZE	0.00
2142	3	260	FETH AVE (GARDWOOD, NJ)	MALCOLM RICHARD (HERST), THICKA A	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
3144	37		INDIAN SPRING RD	KARE LARRY	1		0.13	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
4177	2,61	248	NORTH AVE W	THE TOWN BANK	1		0.33	-	-	0.33	EXCLUDED DUE TO SMALL SIZE	0.00
5177	4	743	NORTH AVE W	THE TOWN BANK	1		0.34	-	-	0.34	EXCLUDED DUE TO SMALL SIZE	0.00
5181	5	111-115	UNION AVE N	WASPORT INC & PHILIPENORA LAL	1		0.93	-	-	0.93	EXCLUDED DUE TO SMALL SIZE	0.00
5181	9	111-115	UNION AVE N	MCNE BIA CORP	1		0.08	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
8181	5	24	GARDEN ST	BLUNT TEMPO, MARY	1		0.23	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
9185	24,61	237	CRANFORD AVE	CRANFORD AVE LLC	1		0.15	-	-	0.15	EXCLUDED DUE TO SMALL SIZE	0.00
11285	23	1233	CRANFORD AVE	CRANFORD AVE LLC	1		0.16	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
13281	14	CHONG	AVE	PALMARESSO GEN BLOC CONTRACTORS INC	1		0.07	-	-	0.07	EXCLUDED DUE TO SMALL SIZE	0.00
13281	17	ROSSELLE	AVE	RUFF, NICHOLAS & JANE	1		0.03	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
15103	5,62	212	CRANFORD AVE	HEGGINST, CHARLES H & SHEENA P	1		0.41	-	-	0.41	EXCLUDED DUE TO SMALL SIZE	0.00
16104	4	12	BLOOMINGDALE AVE	GARRETTSON, JOHN & LAHAR, VERONICA	1		0.31	-	-	0.31	EXCLUDED DUE TO SMALL SIZE	0.00
16104	6	12	BLOOMINGDALE AVE	MADONNA, MAKID	1		0.23	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
16110	10	284	UNION AVE N	OSBORNE, PL	1		0.04	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
19134	1	OSBORNE	PL	MATTHEW, ROBERT & CAROL	1		0.01	-	-	0.01	EXCLUDED DUE TO SMALL SIZE	0.00
20135	8,62	134	GROVE ST	DAZOL, KIEL V & MERLE S	1		0.01	-	-	0.01	EXCLUDED DUE TO SMALL SIZE	0.00
21135	11,61	CARPENTER	PL BEAR	CHEN, SHING SHING	1		0.03	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
23135	13	CARPENTER	PL BEAR	KRELC, JOHN	1		0.03	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
24135	14	CARPENTER	PL BEAR	RYBICKI, ZYGOMUNT & FRANCISKA	1		0.08	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
26135	15	CARPENTER	PL BEAR	MEYER, ROBERTO FRANCESCO	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	16	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	17	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	18	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	19	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	20	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	21	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	22	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	23	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	24	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	25	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	26	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	27	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	28	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	29	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	30	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	31	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	32	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	33	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	34	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	35	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	36	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	37	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	38	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	39	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	40	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	41	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	42	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	43	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	44	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	45	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	46	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	47	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	48	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	49	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	50	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	51	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	52	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	53	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	54	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	55	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	56	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	57	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	58	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	59	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	60	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	61	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	62	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	63	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	64	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	65	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	66	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	67	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	68	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	69	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	70	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	71	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	72	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	73	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	74	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	75	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	76	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	77	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	78	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	79	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	80	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	81	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	82	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	83	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	84	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	85	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	86	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	87	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	88	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	89	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	90	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	91	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	92	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	93	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	94	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	95	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	96	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	97	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	98	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	99	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	100	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	101	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	102	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	103	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	104	CARPENTER	PL BEAR	MASSADDO, FRANK S AIN	1		0.05	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
28135	105	CARPENTER	PL BEAR	MASSADDO, FR								

SITE ID	PROJECT	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	EMERGENCY AREA	TOTAL FLOODING AREA	REMARKS	TOTAL DEVELOPABLE AREA
73 638		4 01	AUSTERDAM AVE	CENTRAL CRANFORD ASSOCIATION	1	-	-	-	-	-	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	WILSON RD	WILSON RD	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
78 642		7	637 RAGLAND RD	INGENIT A & B / BROWN F & S	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
79 642		9	MC KINLEY ST	MAJORNA 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	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.

Class 15C (Public) Lands
Cranford Township, Union County, NJ

BLDG#	LOT	OWNER	LAND USE CLASS	SITE AREA	WETLANDS	FLOOD HAZ	ADJACENT CHANGING AREA	TOTAL UNIMPROVED AREA	RD#	DRY#	REMARKS	TOTAL DEVELOPABLE AREA
1101.01	1	KENIL WORTH BLVD	15C	30.19	15.69	29.69	27.13	3.08	ROSI		LENAPE PARK	0.00
2101.02	1	UNION COUNTY DIV PARKS & RECREATION	15C	6.43	1.34	5.81	0.22	0.22	ROSI		LENAPE PARK	0.00
3101.03	1	UNION COUNTY DIV PARKS & RECREATION	15C	14.50	14.50	14.50	14.50	-	ROSI		LENAPE PARK	0.00
4102.02	1	UNION COUNTY DIV PARKS & RECREATION	15C	8.56	14.82	7.31	7.31	0.66	ROSI		LENAPE PARK	0.00
5102.03	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	-		EXCLUDED DUE TO SMALL SIZE	0.00
6102.04	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.54	-	0.54	0.54	-	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
7102.05	1	UNION COUNTY DIV PARKS & RECREATION	15C	29.53	29.53	29.53	29.53	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
8102.06	1	UNION COUNTY DIV PARKS & RECREATION	15C	2.41	2.41	2.41	2.41	-	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
10104	1	UNION COUNTY DIV PARKS & RECREATION	15C	69.77	69.90	68.80	69.76	1.01	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
11105	36	UNION COUNTY DIV PARKS & RECREATION	15C	0.05	-	0.05	0.05	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
12109	36	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
13110	36	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
14112	6,01	UNION COUNTY DIV PARKS & RECREATION	15C	0.01	-	0.01	0.01	0.01	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
15117	25	UNION COUNTY DIV PARKS & RECREATION	15C	0.01	-	0.01	0.01	0.01	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
16117	25	UNION COUNTY DIV PARKS & RECREATION	15C	0.07	-	0.07	0.07	0.07	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
17130	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.07	-	0.07	0.07	0.07	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
18130	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.02	-	0.02	0.02	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
19132	62	UNION COUNTY DIV PARKS & RECREATION	15C	0.02	-	0.02	0.02	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
20130	65	UNION COUNTY DIV PARKS & RECREATION	15C	0.02	-	0.02	0.02	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
21138	68	UNION COUNTY DIV PARKS & RECREATION	15C	8.40	8.40	8.40	8.40	3.47	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
22140	11	UNION COUNTY DIV PARKS & RECREATION	15C	0.19	-	0.19	0.19	0.19	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
23140	11	UNION COUNTY DIV PARKS & RECREATION	15C	0.19	-	0.19	0.19	0.19	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
24143	3	UNION COUNTY DIV PARKS & RECREATION	15C	0.29	-	0.29	0.29	0.29	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
25144	44	UNION COUNTY DIV PARKS & RECREATION	15C	0.0334	-	0.0334	0.0334	0.0334	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
26144	45	UNION COUNTY DIV PARKS & RECREATION	15C	0.02	-	0.02	0.02	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
27158	27	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
28162	35	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
29162	35	UNION COUNTY DIV PARKS & RECREATION	15C	1.17	-	1.17	1.17	-	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
30166	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.12	-	0.12	0.12	-	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
31168	6	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
32174	23	UNION COUNTY DIV PARKS & RECREATION	15C	2.69	2.69	2.69	2.69	0.14	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
33174	23	UNION COUNTY DIV PARKS & RECREATION	15C	0.15	-	0.15	0.15	0.15	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
34181	1	U.S. GOVERNMENT FL GENERAL SERV ADM	15C	1.11	-	1.11	1.11	1.11	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
35181	10	UNION COUNTY DIV PARKS & RECREATION	15C	0.03	-	0.03	0.03	0.03	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
36182	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.73	-	0.73	0.73	1.56	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
37182	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.10	-	0.10	0.10	0.10	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
38184	11,01	UNION COUNTY DIV PARKS & RECREATION	15C	0.25	-	0.25	0.25	0.25	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
40160	10	UNION COUNTY DIV PARKS & RECREATION	15C	0.18	-	0.18	0.18	0.18	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
41161	10	UNION COUNTY DIV PARKS & RECREATION	15C	1.38	-	1.38	1.38	1.38	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
42163	42	UNION COUNTY DIV PARKS & RECREATION	15C	0.41	-	0.41	0.41	0.41	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
44155	11	UNION COUNTY DIV PARKS & RECREATION	15C	0.56	-	0.56	0.56	0.56	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
45166	1,01	UNION COUNTY DIV PARKS & RECREATION	15C	2.35	-	2.35	2.35	0.43	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
46166	2,01	UNION COUNTY DIV PARKS & RECREATION	15C	1.90	-	1.90	1.90	1.90	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
47200	52	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.09	0.09	0.09	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
48203	25	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	0.04	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
50120	7	UNION COUNTY DIV PARKS & RECREATION	15C	0.35	-	0.35	0.35	0.35	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
51211	5	UNION COUNTY DIV PARKS & RECREATION	15C	0.07	-	0.07	0.07	0.07	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
52212	15	UNION COUNTY DIV PARKS & RECREATION	15C	0.01	-	0.01	0.01	0.01	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
53212	15	UNION COUNTY DIV PARKS & RECREATION	15C	0.36	-	0.36	0.36	0.36	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
54215	12	UNION COUNTY DIV PARKS & RECREATION	15C	0.20	-	0.20	0.20	0.20	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
55216	11	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.09	0.09	0.09	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
56219	18	UNION COUNTY DIV PARKS & RECREATION	15C	0.11	-	0.11	0.11	0.09	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
57221	1	UNION COUNTY DIV PARKS & RECREATION	15C	6.67	-	6.67	6.67	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
58222	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.02	-	0.02	0.02	0.02	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
59226	19	UNION COUNTY DIV PARKS & RECREATION	15C	0.32	-	0.32	0.32	0.32	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
60228	18	UNION COUNTY DIV PARKS & RECREATION	15C	0.03	-	0.03	0.03	0.03	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
61233	27	UNION COUNTY DIV PARKS & RECREATION	15C	0.001122	-	0.001122	0.001122	0.001122	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
62233	39	UNION COUNTY DIV PARKS & RECREATION	15C	0.20	-	0.20	0.20	0.20	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
63233	2	UNION COUNTY DIV PARKS & RECREATION	15C	0.39	-	0.39	0.39	0.39	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
64242	2	UNION COUNTY DIV PARKS & RECREATION	15C	1.71	-	1.71	1.71	1.71	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
65243	1	UNION COUNTY DIV PARKS & RECREATION	15C	3.70	-	3.70	3.70	0.83	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
66251	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.53	-	0.53	0.53	0.53	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
67251	4	UNION COUNTY DIV PARKS & RECREATION	15C	0.08	-	0.08	0.08	0.08	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
68253	10	UNION COUNTY DIV PARKS & RECREATION	15C	0.31	-	0.31	0.31	0.31	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
69254	1	UNION COUNTY DIV PARKS & RECREATION	15C	10.65	-	10.65	10.65	10.65	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
70254	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.24	-	0.24	0.24	0.24	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
71255	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.09	0.09	0.09	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
72261	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.24	-	0.24	0.24	0.24	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
73261	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.09	-	0.09	0.09	0.09	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
74262	1	UNION COUNTY DIV PARKS & RECREATION	15C	2.16	-	2.16	2.16	1.84	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
75262	3,01	UNION COUNTY DIV PARKS & RECREATION	15C	0.67	-	0.67	0.67	0.67	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
76262	9	UNION COUNTY DIV PARKS & RECREATION	15C	1.89	-	1.89	1.89	1.89	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
77263	1	UNION COUNTY DIV PARKS & RECREATION	15C	1.08	-	1.08	1.08	1.08	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
78263	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.11	-	0.11	0.11	0.11	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
79263	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.11	-	0.11	0.11	0.11	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
80263	1	UNION COUNTY DIV PARKS & RECREATION	15C	0.11	-	0.11	0.11	0.11	ROSI		LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00

SITE ID	BLOCK	CO.	LOCATION	OWNER	UNCLUSE. CODE	SITE AREA	WETLAND AREA	FLOOD AREA	TOTAL ENCLOSED AREA	TOTAL UNENCLOSED AREA	ROS STATUS	REMARKS	TOTAL DEVELOPABLE AREA	
801281	6	11.02	219 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.21	-	-	-	-	0.21	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
81282	6		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	1.75	-	-	-	-	1.75	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
82282	6		537 UNION AVE N	TOWNSHIP OF CRAWFORD	15C	0.25	-	-	-	-	0.25	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
83282	7		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	0.29	-	-	-	-	0.29	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
84284	10		1601 BARKEN ST	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
85285	12		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
86287	17		253 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	4.91	-	-	-	-	4.91	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
87287	15		PACIFIC AVE	TOWNSHIP OF CRAWFORD	15C	4.29	-	-	-	-	4.29	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
88288	2		210 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	30.85	0.06	0.27	0.32	30.53	0.32	ROSI	CONSERVATION CENTER	0.00
89289	2		210 BIRCHWOOD AVE	TOWNSHIP OF CRAWFORD	15C	1.19	-	-	-	-	1.19	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
90290	1		268 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	-	-	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
91290	1		268 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	2.45	-	-	-	-	2.45	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
92296	9		268 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.12	-	-	-	-	0.12	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
93298	10		263 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	-	-	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
94300	15		242 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.20	-	-	-	-	0.20	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
95303	19		250 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.70	-	-	-	-	0.70	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
96303	14		127 BLOOMINGDALE AVE	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	-	-	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
98303	5		210 CRAWFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.31	-	-	-	-	0.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
99305	4		41 HASKINS AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	-	-	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
100309	13		HAMILTON AVE	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	-	-	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
101312	15		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	0.18	0.18	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE DEVELOPED SITE	0.00
102313	18		6 CENTENNIAL AVE	TOWNSHIP OF CRAWFORD	15C	0.71	-	-	-	-	0.71	ROSI	EXCLUDED DUE TO SMALL SIZE PARKING LOT	0.00
103317	15		326 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	1.31	-	-	-	-	1.31	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
104319	10		366 NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.06	-	-	-	-	0.06	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
105320	17		SAILER ST REAR	TOWNSHIP OF CRAWFORD	15C	1.77	-	-	-	-	1.77	ROSI	ADAMS PARK	0.00
106322	18		100 LAMBERT ST	TOWNSHIP OF CRAWFORD	15C	0.16	-	-	-	-	0.16	ROSI	VAN DUHN PARK, 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		38 WADE AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
109323	14		ALBANY AVE	TOWNSHIP OF CRAWFORD	15C	0.30	-	-	-	-	0.30	ROSI	EXCLUDED DUE TO SMALL SIZE UNLOCKED	0.00
110324	27		101 LAMBERT ST	TOWNSHIP OF CRAWFORD	15C	3.77	-	-	-	-	3.77	ROSI	ROSI	0.00
111325	1		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	1.15	-	-	-	-	1.15	ROSI	ROSI	0.00
112326	1		VAN BELDEN AVE	TOWNSHIP OF CRAWFORD	15C	0.76	-	-	-	-	0.76	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
113327	1		PHENWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
114328	1		MACDONALDWOOD AVE	TOWNSHIP OF CRAWFORD	15C	0.69	0.07	0.07	0.28	0.06	0.06	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
115331	3		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.26	-	-	-	-	0.26	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
116333	2		NORTH AVE E	TOWNSHIP OF CRAWFORD	15C	0.35	-	-	-	-	0.35	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
117333	14		CARPENTER PL REAR	TOWNSHIP OF CRAWFORD	15C	0.20	-	-	0.42	0.42	0.42	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
118334	14		29 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19	0.19	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
119335	10		41 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.19	-	-	0.19	0.19	0.19	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
120336	1		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.25	-	-	0.25	0.25	0.25	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
121338	3		45 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.25	-	-	0.25	0.25	0.25	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
122339	5		CEBORNE & HENRY PL	TOWNSHIP OF CRAWFORD	15C	1.39	0.42	-	0.42	0.42	0.42	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
124340	2		CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	0.19	-	0.19	0.19	0.19	ROSI	LOT REIMBURSED; INCLUDED IN TABLE UNDER NEW NUMBER (11-MARCH-10)	0.00
125340	3		101 CARPENTER PL	TOWNSHIP OF CRAWFORD	15C	0.29	0.19	-	0.19	0.19	0.19	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
126340	14		18 BURNSIDE AVE	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	0.13	0.13	0.13	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
127402	16		22 BURNSIDE AVE	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	0.13	0.13	0.13	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
128402	18		25 ELISE ST	TOWNSHIP OF CRAWFORD	15C	0.69	-	-	0.69	0.69	0.69	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
129403	34		50 ELSE ST	TOWNSHIP OF CRAWFORD	15C	0.33	-	-	0.33	0.33	0.33	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
130403	34		85 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.17	-	-	0.17	0.17	0.17	ROSI	JOHNSON AVENUE LOT, EXCLUDED DUE TO SMALL SIZE	0.00
131403	34		111 NEW ST	TOWNSHIP OF CRAWFORD	15C	1.92	-	-	-	-	1.92	ROSI	JOHNSON AVENUE LOT	0.00
132403	9		111 NEW ST	TOWNSHIP OF CRAWFORD	15C	0.05	-	-	-	-	0.05	ROSI	NEW STREET LOT, EXCLUDED DUE TO SMALL SIZE	0.00
133403	67		38 JOHNSON AVE	TOWNSHIP OF CRAWFORD	15C	0.34	-	-	0.34	0.34	0.34	ROSI	JOHNSON AVENUE LOT, EXCLUDED DUE TO SMALL SIZE	0.00
134406	1		130 BESLER AVE	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
135412	20		12 BESLER AVE	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
136416	26		14 NEW ST	TOWNSHIP OF CRAWFORD	15C	0.07	-	-	-	-	0.07	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
137421	23		31 BENJAMIN ST	TOWNSHIP OF CRAWFORD	15C	0.13	-	-	-	-	0.13	ROSI	BENJAMIN STREET LOT, EXCLUDED DUE TO SMALL SIZE	0.00
138421	3.01		15 LINCOLN AVE W	TOWNSHIP OF CRAWFORD	15C	2.35	-	-	-	-	2.35	ROSI	LINCOLN PARK, EXCLUDED DUE TO SMALL SIZE	0.00
139427	1		DENMAN RD	TOWNSHIP OF CRAWFORD	15C	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	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
141434	30		RETFORD AVE REAR	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	-	-	0.01	ROSI	RAILWAY RIVER PARKWAY	0.00
142435	1		405 UNION AVE S	UNION COUNTY DIV PARKS & RECREATION	15C	0.29	1.33	-	1.33	1.33	1.33	ROSI	LEWIS STREET	0.00
143443	2.01		LEWIS ST	TOWNSHIP OF CRAWFORD	15C	0.48	-	-	0.48	0.48	0.48	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
144444	10		WOODLAWN AVE - STRIP	TOWNSHIP OF CRAWFORD	15C	1.39	-	-	-	-	1.39	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
145473	36		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	0.01	0.01	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
146474	4.02		316 RETFORD AVE	TOWNSHIP OF CRAWFORD	15C	0.47	-	-	-	-	0.47	ROSI	EXCLUDED DUE TO SMALL SIZE PARKING LOT	0.00
147479	3		201 SOUTH AVE E	N.J. TRANSIT CORP.	15C	1.86	-	-	0.53	1.33	1.13	ROSI	TRAIN STATION PARKING AREA	0.00
148481	1.01		230 SOUTH AVE E	UNION COUNTY DIV PARKS & RECREATION	15C	0.61	-	-	0.58	0.58	0.03	ROSI	RAILWAY RIVER PARKWAY, EXCLUDED DUE TO SMALL SIZE	0.00
149481	1.02		230 SOUTH AVE E REAR	TOWNSHIP OF CRAWFORD	15C	0.03	-	-	0.03	0.03	0.03	ROSI	RAILWAY RIVER PARKWAY, EXCLUDED DUE TO SMALL SIZE	0.00
150482	1		688 LINCOLN PARK E	UNION COUNTY DIV PARKS & RECREATION	15C	2.82	1.37	-	0.83	1.99	2.82	ROSI	RAILWAY RIVER PARKWAY, EXCLUDED DUE TO SMALL SIZE	0.00
151483	17		213 HIGH ST	UNION COUNTY DIV PARKS & RECREATION	15C	4.92	-	-	4.00	0.92	4.92	ROSI	RAILWAY RIVER PARKWAY	0.00
152483	17.01		213 HIGH ST	TOWNSHIP OF CRAWFORD	15C	0.09	-	-	0.09	0.09	0.09	ROSI	EXCLUDED DUE TO SMALL SIZE PARKING LOT	0.00
153485	50		226-224 WALNUT AVE	TOWNSHIP OF CRAWFORD	15C	2.04	-	-	-	-	2.04	ROSI	DEVELOPED SITE	0.00
154488	9		150 LINCOLN AVE E	TOWNSHIP OF CRAWFORD	15C	3.88	-	-	-	-	3.88	ROSI	SHEPHERD PARK	0.00
155488	12		650 HIGH ST	UNION COUNTY PARKS & RECREATION	15C	6.48	-	-	3.15	3.33	6.48	ROSI	RAILWAY RIVER PARKWAY	0.00
156488	12		195 LEHIGH AVE N	TOWNSHIP OF CRAWFORD	15C	0.34	-	-	0.34	0.34	0.34	ROSI	EXCLUDED DUE TO SMALL SIZE TUNNEL	0.00
157489	4		106 HAWTHORN ST	TOWNSHIP OF CRAWFORD	15C	0.04	-	-	-	-	0.04	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
158490	19		1 HAWTHORN ST	UNION COUNTY DIV PARKS & RECREATION	15C	0.26	-	-	0.04	0.04	0.22	ROSI	RAILWAY RIVER PARKWAY, EXCLUDED DUE TO SMALL SIZE	0.00
159495	8		LINCOLN PARK E	UNION COUNTY	15C	1.24	0.47	-	0.01	0.47	0.77	ROSI	RAILWAY RIVER PARKWAY	0.00
160495	20		CENTENNIAL AVE REAR	TOWNSHIP OF CRAWFORD	15C	0.02	-	-	-	-	0.02	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00
161497	8		213 CENTENNIAL AVE	TOWNSHIP OF CRAWFORD	15C	0.18	-	-	-	-	0.18	ROSI	EXCLUDED DUE TO SMALL SIZE PARKING LOT	0.00
162497	4		WINANS AVE	TOWNSHIP OF CRAWFORD	15C	0.01	-	-	-	-	0.01	ROSI	EXCLUDED DUE TO SMALL SIZE	0.00

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) The December 21, 2020 MOU with Hartz provides for rezoning of 15.25 of the 30.5 acre site to permit 212 market units and 38 affordable units.	16.39 units/acre	16.39 DU/AC x 30.5 acres = 500 → 100 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 apartments located on the second and third floors with a restaurant and residential parking on the	50 units/acre	50 DU/AC x 0.48 acres = 24 → 5 affordable unit set-aside


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”.		
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 & 3-9)	38.5 units/acre	3 unit RDP*
Woodmont – Family Rental (Block 511, Lot 1)	32 units/acre	3 unit RDP*
Needlepoint – 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 = 140 units
<i>*The RDP for both Riverfront and Woodmont represent the portion of the project utilized to address the Round 3 RDP.</i>		

EXHIBIT B


Overlay Zones


Exhibit B
Overlay Zones
Portion of Cranford Township
Union County, NJ
February 2021


Legend

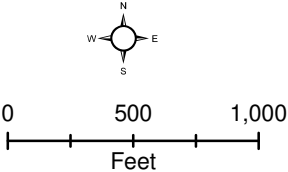
 Park Street

Downtown Overlay

 D-B

 D-C

 D-T



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

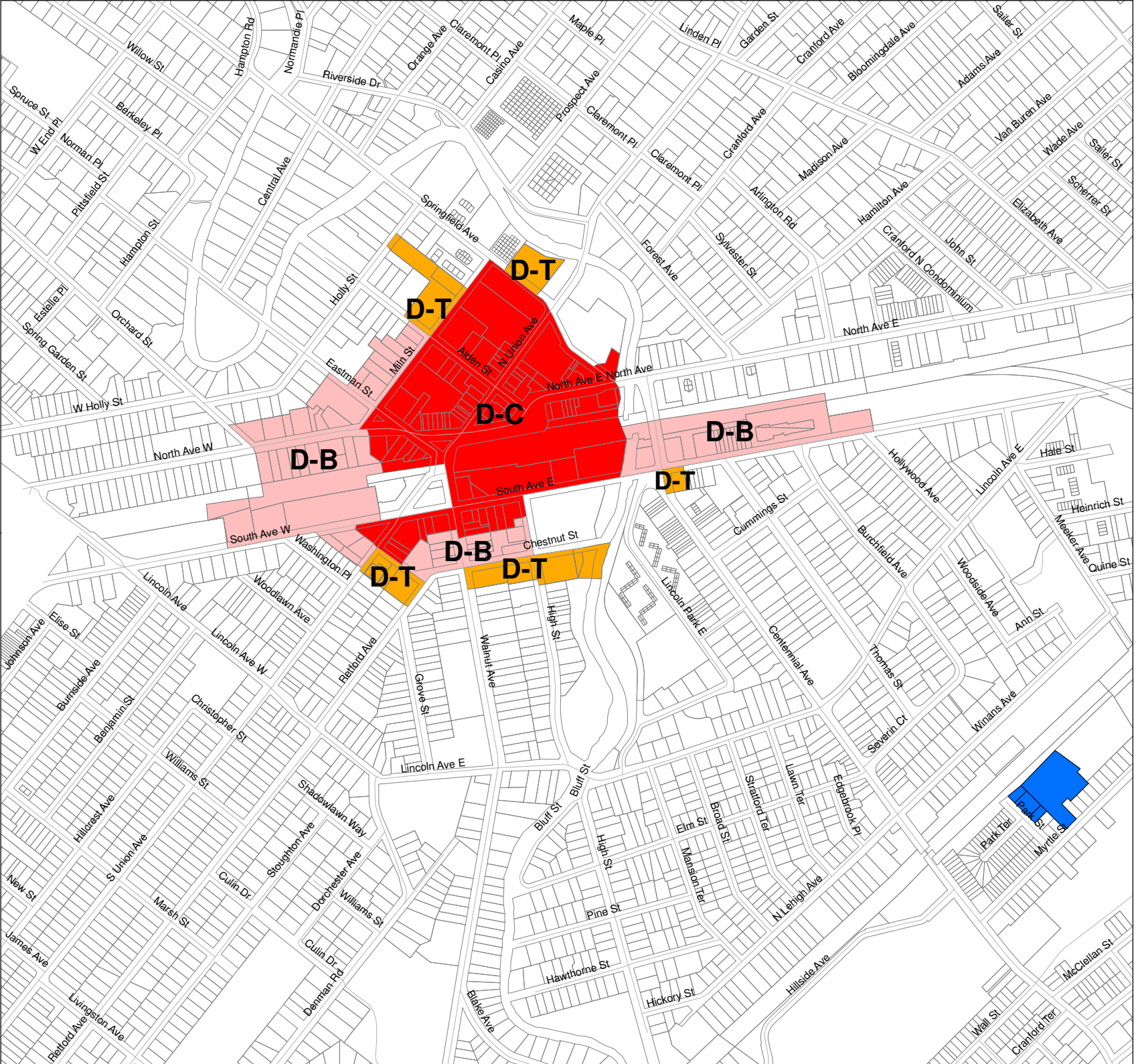


EXHIBIT C
Hartz MOU

MEMORANDUM OF UNDERSTANDING FOR SETTLEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this 21st day of December, 2020, by and between:

TOWNSHIP OF CRANFORD, a municipal corporation of the State of New Jersey, County of Union, having an address at _____, Cranford, New Jersey _____ (hereinafter the "**Township**") and **HARTZ MOUNTAIN INDUSTRIES, INC.** ("Hartz" or "Hartz") and with the Township, collectively referred to herein as the "**Parties**") as of ____ December 2020 (the "**Effective Date**").

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Cranford, County of Monmouth, Docket No MON-L-6026-08, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "DJ Action"); 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, Hartz, by and through certain subsidiaries, is the fee owner of real property, comprised of roughly 30.5 total acres, identified on the Tax Map of the Township of Cranford as Block 541, Lot 2, Qualifiers C01 through C07, and known as 750 Walnut Avenue (the "Property").; and

WHEREAS, Hartz participated in the Township's Declaratory Judgment Action via intervention;

WHEREAS, the Parties have reached an agreement that Hartz will develop the Property to include, among other things, an inclusionary project consisting of units which will be set-aside for very low, low and moderate income households ("**Inclusionary Development**"), which Inclusionary Development is part of the Township's Compliance Plan that is subject of a settlement agreement between the Township and Fair Share Housing Center ("FSHC Settlement Agreement"); and

WHEREAS, the Parties wish to enter into this MOU which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to creating a realistic opportunity to develop the Inclusionary Development.

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, agree to the terms set forth as follows:

ARTICLE I –BASIC TERMS AND CONDITIONS

1.1 Purpose. The purpose of this MOU is to memorialize the material terms of the parties' agreement to create a realistic opportunity for the construction of the Inclusionary Development, in addition to certain non-residential use as described herein, and to generate 38 affordable housing credits (plus applicable bonus credits) for the Township to apply to its Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations. The Township shall adopt a redevelopment plan that will allow the Inclusionary Development proposed by this MOU, in accord with the timeframes and standards set forth.

1.2 This MOU memorializes the terms and conditions by which the Parties agree to include the Property as an inclusionary development site as part of the Township's Compliance Plan. The Parties agree to cooperate in the preparation of a fully integrated agreement containing all of the terms and conditions, including the material terms contained herein, of the Parties' agreement as well as to ensure that the Court approves the FSHC Settlement Agreement on the same terms as set forth herein.

ARTICLE II – HARTZ OBLIGATIONS

2.1 The Property. The Property is roughly 30.5 total acres, identified on the Tax Map of the Township of Cranford as Block 541, Lot 2, Qualifiers C01 through C07, and known as 750 Walnut Avenue. The Property will be subdivided in roughly two equal halves (roughly 15.25 acres each) in a manner substantially consistent with the concept plan attached hereto as **Exhibit A**. As described in Section 2.2 of this Agreement, half of the site under the Redevelopment Plan shall permit an inclusionary project consisting of 250 total market rate units, of which 15% or 38 units shall be affordable to the region's low and moderate income households (the "Inclusionary Development"). Under the Redevelopment Plan, the balance of the site shall permit approximately 240,000 s.f. of non-residential uses in no more than two buildings as illustrated by the attached concept plan.

2.2 Inclusionary Development. Hartz is firmly committed to and will develop its Inclusionary Development to include an inclusionary project yielding 38 family affordable rental housing units. The affordable housing set-aside shall be 15% of the rental market-rate units.

2.3 Affordable Housing Set-Aside. Hartz shall have an obligation to deed-restrict 38 of the residential units in the Inclusionary Development as very low, low and moderate income family affordable rental units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws. In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period"), which period may be extended by the Township, so that the Township may count the units against its obligations to provide affordable housing. This obligation includes, but is not limited to Hartz's obligation to comply with (1) bedroom distribution requirements (2) income split requirements, (3) pricing requirements, (4) affirmative marketing requirements, (5) candidate qualification and screening requirements, (6) integrating the affordable units amongst the market rate units, and (7) deed restriction requirements. The distribution of the affordable housing units shall be in compliance

with COAH's Round Two substantive regulations, N.J.A.C. 5:93 (and N.J.A.C. 5:97-6.6 governing Redevelopment), which the Parties believe will govern the issue, or as approved by the Special Master and the Court. The Fair Housing Act's definition of very low-income shall control for purposes of the Hartz's obligation to provide very low-income units. Hartz agrees to comply with UHAC bedroom distributions for very-low income units in the same distribution as required for low-income units.

2.4 Obligation to Support FSHC Settlement Agreement and Township's HEFSP.

As it pertains to the Township's application for approval of its Settlement Agreement with FSHC and Housing Element and Fair Share Plan, as may be amended, provided the Township is not in default under this Agreement, the Developer, including any affiliated entities, shall not directly or indirectly oppose or undertake any further action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. Provided the Township is not in default under this Agreement, the Hartz shall also not directly or indirectly oppose or undertake any further action to interfere with the Court's approval and/or implementation of the Township's Housing Element and Fair Share Plan, as it may be amended in any form, unless the Housing Element and Fair Share Plan deprives the Hartz of any rights created hereunder, or unless the Township or any other defendants or interested parties in the Township's DJ Action undertake any action to obstruct or impede the Hartz from securing such approvals as it needs to develop the Project contemplated herein or unless Hartz is prevented by any third party from effectuating the development contemplated in this Agreement. In addition, Hartz, or its successors, assigns, or operating under a different form of limited liability corporation or other business entity identified in this Agreement, shall not seek to develop another parcel in the Township with a market rate, inclusionary or one hundred percent (100%) affordable project, unless said project has been specifically authorized and approved by the Township, the Township Planning Board or the Township Zoning Board. Hartz and any successors in interest shall not make any arguments relative to the Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent affordable housing Round in the future.

2.5 Obligation to Offset Certain Costs Associated With This Settlement and the Associated Fairness Hearing. The Hartz acknowledges that they shall be responsible to pay to FSHC \$25,000 for legal and professional fees associated with the Hartz objections and FSHC attorney fees relating to the Property.

2.6 Applications: Except as modified by the Redevelopment Plan or Agreement, Hartz shall submit all applications for development in a manner substantially consistent with the Concept Plan attached to this Agreement as Exhibit A.

2.7 Dismissal of Pending Actions: Within 21 days of the execution of this Agreement, Hartz shall dismiss and/or withdraw its opposition to, as applicable, with prejudice, and without allocation of costs and fees, the following actions:

Pending Before the County of Union Taxation Board Tax Court:

H-Cranford Credit L.P v. Cranford Township, Nos. 004669-2018, 004485-2019, 003080-

2020, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C02 & C03;

H-Cranford Conduit L.P. v. Cranford Township, Nos. 004673-2018, 004474-2019, 003073-2020, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C01;

With respect to *Trinitas Regional Medical Center v. Cranford Township*, Docket No. 006389-2017, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C01, Hartz waives application of the Freeze Act with respect to any property tax reduction arising therefrom.

Pending before the Superior Court, Law Division:

Hartz Mountain Industries, Inc., LLC, et al. v. Township of Cranford, et al., No. UNN-L-3679-19;

Pending before the Superior Court, Appellate Division:

Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al., No. A-003218-19; and

Cranford Development Assocs., LLC, et al. v. Township of Cranford and Hartz Mountain Indus. Inc., et al., No. A-002812-18.

Hartz further waives all rights to enforce the February 28, 2020 Order Granting Plaintiffs' Motion for Counsel Fees in the action *Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al.*, No. UNN-L-1051-19 (N.J. Super. Ct.)

Relative to *Cranford Development Assocs., LLC, et al. v. Township of Cranford and Hartz Mountain Indus. Inc., et al.*, No. A-002812-18. The Parties agree that Hartz will withdraw its opposition to the appeal and the Parties will jointly request that the matter be remanded to the trial court in the context of approval of this Agreement and/or the Fair Share Housing Center Agreement. In either event, Hartz agrees not to challenge the ability of the Township to claim rental bonus credits on any prior affordable housing project, including the Birchwood project.

ARTICLE III TOWNSHIP OBLIGATIONS

3.1. Obligation To Adopt A Redevelopment Plan. The Township shall adopt the amended Redevelopment Plan required to permit the development of the Property in a manner consistent with the terms of this Agreement. The Township shall designate Hartz as the Redeveloper. Hartz shall provide the Township with the standards, and requirements of the proposed Redevelopment Plan within one (1) month from the date of this MOU. The Township and Hartz will cooperate in a mutually collaborative effort to adopt the Redevelopment Plan, including with revisions if appropriate, within three (3) months from date the Township receives the proposed Plan from Hartz.

3.2 Payment In Lieu Of Taxes For The Inclusionary Development. Upon adoption of the Redevelopment Plan, in connection with the Inclusionary Development only, Developer shall submit an application to the Township for a PILOT (also known as a Financial Agreement)

under the LTTE Law for a maximum term of 30 years. The Township has reviewed preliminary financial data from Hartz and acknowledges that such data indicates the need for a Long Term Tax Exemption, and that such exemption is likely appropriate for the Project. The Developer's PILOT application shall comply with the requirements of the LTTE Law. The Township shall consider and approve a PILOT for the Inclusionary Development for a maximum term of 30 years, which provides for an annual service charge (as defined in the LTTE Law) of 11.5% of gross revenue in years 1-10, 12.5% of gross revenue in years 11-20 and 13.5% of revenue in years 21-30. The PILOT is a material and essential term of the settlement.

3.3 Obligation to Process Hartz's Land Use Applications with Reasonable Diligence. The Parties expect and agree that the Township Planning Board shall process Hartz's development applications with reasonable diligence following Court approval of this Agreement following a duly noticed Fairness Hearing in accordance with N.J.A.C. 5:93-10.1(a) and within the time limits imposed by the MLUL.

3.4. Obligation to Refrain From Imposing Cost-Generative Requirements. The Property shall be exempt from cost generative features of the Township Code pursuant to N.J.A.C. 5:93-10.1.

3.4 Dismissal of Pending Actions: Within 21 days of the execution of this Agreement, the Township shall dismiss and/or withdraw its opposition to, as applicable, with prejudice, and without allocation of costs and fees, the following actions:

Pending before the Superior Court, Appellate Division:

Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al., No. A-003218-19.

ARTICLE IV – MUTUAL OBLIGATIONS

4.1 Tolling of Limitations Periods. The Parties shall forbear and postpone the filing, commencement, and prosecution of any legal or equitable action related to the Property, if any, commencing on the Effective Date of this Agreement and continuing until the execution of the final agreement contemplated in Section 1.2 (the "Tolling Period"). The Tolling Period shall not be included in computing any limitations period, including but not limited to the period described in N.J. Court Rule 4:69-6(b)(3), nor will the Tolling Period be considered in support of a laches defense or any other time-based doctrine or defense, rule, or statute otherwise limiting any Party's right to preserve and prosecute any claim. Nothing in this Agreement shall have the effect of reviving any claims that are otherwise barred by any statute of limitations or other limitations period prior to the Effective Date. Nothing in this Agreement shall preclude any Party from initiating Claims or other legal action against the other Party after the expiration or termination of the Tolling Period.

4.2 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Development, or the performance by the Parties of

their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

4.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Redevelopment Plan, the Required Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing. Neither party shall take any action the effect of which would be subvert or impair right and obligation of the parties herein.

4.4 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement ("*Notice[s]*") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, United Parcel Service, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected 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 DEVELOPER:

Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus, New Jersey 07094

With a copy to:

James P. Rhatican, Esq.
Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus, New Jersey 07094

With a copy to:

Henry Kent-Smith
Fox Rothschild, LLP
997 Lenox Dr
Lawrenceville, NJ 08543

TO THE TOWNSHIP:

Jamie Cryan, Township Administrator
Township of Cranford
8 Springfield Avenue

Cranford, NJ 07016

With a Copy to:

Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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 Memorandum of Understanding to be properly executed, their corporate seals affixed and attested and this MOU to be effective as of the Effective Date.

Witness/Attest:

TOWNSHIP OF CRANFORD

Patrick Donohue

By: Patrick Giblin
Patrick Giblin, Mayor

Dated: 12/21/20

Witness/Attest:

HARTZ MOUNTAIN INDUSTRIES, INC.

By: _____

Dated: _____

Cranford, NJ 07016

With a Copy to:

Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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 Memorandum of Understanding to be properly executed, their corporate seals affixed and attested and this MOU to be effective as of the Effective Date.

Witness/Attest:

TOWNSHIP OF CRANFORD



By: 
_____, Mayor

Dated: 12/21/20

Witness/Attest:

HARTZ MOUNTAIN INDUSTRIES, INC.



By: 

Dated: Dec. 16, 2020

JAMES P. RHATICAN
Vice President

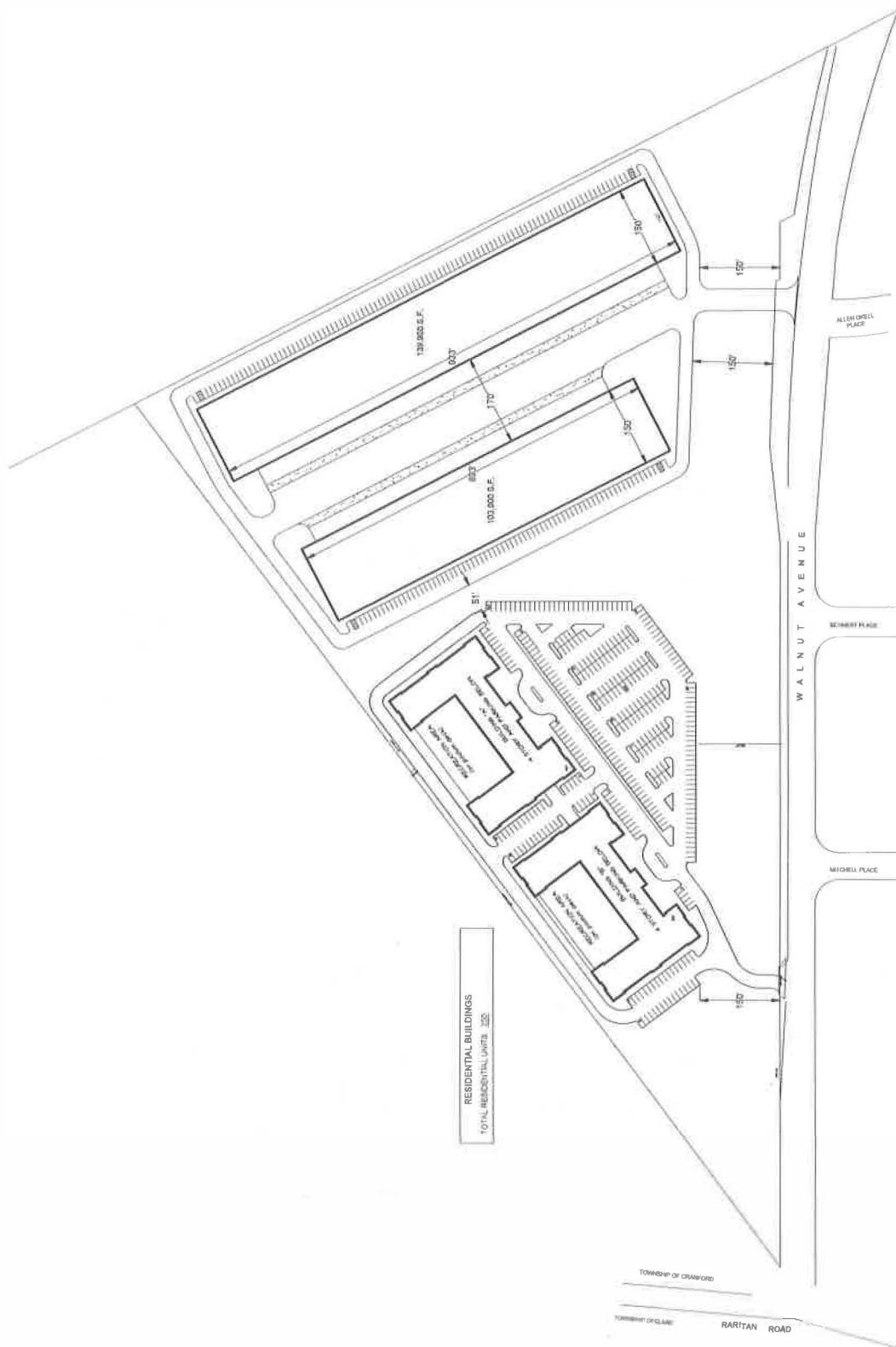


EXHIBIT D

2020 Income Limits

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$67,166	\$71,964	\$76,761	\$86,357	\$95,952	\$99,790	\$103,628	\$111,304	\$118,980	\$126,656	1.9%	0.84%
	Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,832	\$82,902	\$89,043	\$95,184	\$101,325		
	Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	\$63,328		
	Very Low	\$20,150	\$21,589	\$23,028	\$25,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694	\$37,997		
Region 2 Essex, Morris, Union and Warren	Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$113,951	\$122,391	\$130,832	\$139,273	1.9%	4.71%
	Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	\$111,418		
	Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	\$69,636		
	Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250	\$41,782		
Region 3 Hunterdon, Middlesex and Somerset	Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180	\$157,740	1.9%	1.01%
	Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,896	\$118,544	\$126,192		
	Low	\$41,825	\$44,813	\$47,800	\$53,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	\$78,870		
	Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,586	\$44,454	\$47,322		
Region 4 Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199	1.9%	5.96%
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359		
	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099		
	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5 Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512	1.9%	7.21%
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010		
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756		
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349	1.9%	6.97%
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679		
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175		
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

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

Appendix C
Vacant Land Analysis and RDP Calculation

ATTACHMENT A
LAND INVENTORY TABLES

Class 1 (Private Vacant), Class 3A/3B (Farmland), and 4A (Commercial) Lands
Cranford Township, Union County, NJ

SITE ID	BLOCK	LOT	LOCATION	OWNER	LAND USE CLASS	STREET AREA	WETLAND AREA	FLOOD AREA	TOXIC AREA	DEVELOPED AREA	REMARKS	TOTAL DEVELOPED AREA
	109	39	16 MCNAMIGAN CT	DI FABIO, EMILIO	1	0.28	-	-	-	0.28	EXCLUDED DUE TO SMALL SIZE	0.00
	2142	39	260 FETHI AVE GARWOOD, NJ	MACOLM RICHARD E/ERST, TRICIA A	1	0.05	-	-	-	0.05	EXCLUDED DUE TO SMALL SIZE	0.00
	3144	37	INDIAN SPRING RD	KARE LARRY	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
	4177	2.01	248 NORTH AVE W	THE TOWN BANK	1	0.13	-	-	-	0.13	EXCLUDED DUE TO SMALL SIZE	0.00
	5177	4.01	724 NORTH AVE W	LASPORT INC W/ INDEPENDRA LAL	1	0.34	-	-	-	0.34	EXCLUDED DUE TO SMALL SIZE	0.00
	6177	5.01	724 NORTH AVE W	LASPORT INC W/ INDEPENDRA LAL	1	0.98	-	-	-	0.98	EXCLUDED DUE TO SMALL SIZE	0.00
	7181	9	111-115 UNION AVE N	MONIE BIA CORP	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
	8281	9	214 GARDEN ST	BLUNT EMPO, MARY	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
	9285	24.01	237 CRANFORD AVE	CRANFORD AVE LLC	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
	11285	23	237 CRANFORD AVE	CRANFORD AVE LLC	1	0.16	-	-	-	0.16	EXCLUDED DUE TO SMALL SIZE	0.00
	12285	24	237 CRANFORD AVE	CRANFORD AVE LLC	1	0.07	-	-	-	0.07	EXCLUDED DUE TO SMALL SIZE	0.00
	13291	14	ORANGE AVE	PALMADRESS GEN BLOC CONTRACTORS INC	1	0.07	-	-	-	0.07	EXCLUDED DUE TO SMALL SIZE	0.00
	14298	12	ROSSELLE AVE	RUFF, RICHARD & JANET	1	0.31	-	-	-	0.31	EXCLUDED DUE TO SMALL SIZE	0.00
	15303	5.02	212 CRANFORD AVE	HEGINS, CHARLES R & SHEENA P	1	0.31	-	-	-	0.31	EXCLUDED DUE TO SMALL SIZE	0.00
	16304	4.03	156 BLOOMINGDALE AVE	GARRETSIN, XIN R & LAMAR, VERONICA	1	0.41	-	-	-	0.41	EXCLUDED DUE TO SMALL SIZE	0.00
	18310	10	204 UNION AVE N	MADONIA, MARCO	1	0.23	-	-	-	0.23	EXCLUDED DUE TO SMALL SIZE	0.00
	19334	19	OSBORNE PL	MATTHEW, ROBERT & CAROL	1	0.04	-	-	-	0.04	EXCLUDED DUE TO SMALL SIZE	0.00
	20335	8.02	134 GROVE ST	ROSSELLE PK	1	0.01	-	-	-	0.01	EXCLUDED DUE TO SMALL SIZE	0.00
	21355	11.01	DLAZO, XIM V & MERLIE S	DLAZO, XIM V & MERLIE S	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
	22355	12.02	CARPENTER PL REAR	CHENG, SHING SHEUNG	1	0.03	-	-	-	0.03	EXCLUDED DUE TO SMALL SIZE	0.00
	23353	12	CARPENTER PL REAR	KRELC, JOHN	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
	24355	14	CARPENTER PL REAR	RYBICKI, ZYGIMONT & FRANCISKA	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
	26353	15	CARPENTER PL REAR	VERBA, JOSEPH FRANCESCO	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
	28355	16	CARPENTER PL REAR	VERBA, JOSEPH FRANCESCO	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
	36355	36	CARPENTER PL REAR	VERBA, JOSEPH FRANCESCO	1	0.08	-	-	-	0.08	EXCLUDED DUE TO SMALL SIZE	0.00
	473	12	15 WASHINGTON PL	WINTER, WILLIAM E & JACQUELINE	1	0.19	-	-	-	0.19	EXCLUDED DUE TO SMALL SIZE	0.00
	54733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	64733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	74733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	84733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	94733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	104733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	114733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	124733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	134733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	144733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	154733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	164733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	174733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	184733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	194733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	204733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	214733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	224733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	234733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	244733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	254733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	264733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	274733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	284733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	294733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	304733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	314733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	324733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	334733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	344733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	354733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	364733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	374733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	384733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	394733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	404733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	414733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	424733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	434733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	444733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	454733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	464733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	474733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	484733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	494733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	504733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	514733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	524733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	534733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	544733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	554733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	564733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	574733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	584733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	594733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	604733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	614733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	624733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	634733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	644733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	654733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	664733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	674733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	684733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	694733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	704733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	714733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	724733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	734733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	744733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	754733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	764733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	774733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	784733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	794733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	804733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	814733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	824733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	834733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	844733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00
	854733	33	15 WOODLAWN AVE	CHURCH, JORGE E ROSE MARY	1	0.30	-	-	-	0.30	EXCLUDED DUE TO SMALL SIZE	0.00

SITE ID	PROJECT	LOT	LOCATION	OWNER	LAND USE CLASS	SITE AREA	WETLAND AREA	FLOOD AREA	EMERGENCY AREA	TOTAL FLOODING AREA	REMARKS	TOTAL DEVELOPABLE AREA
73 638		4 01	AUSTERDAM AVE	CENTRAL CRANFORD ASSOCIATION	1	-	-	-	-	-	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	WILSON RD	WILSON RD	1	0.27	-	-	-	-	0.27 EXCLUDED DUE TO SMALL SIZE	0.00
78 642		7	637 RAGLAND RD	INGENIT A & B / BROWN 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	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.

Class 15C (Public) Lands
Cranford Township, Union County, NJ

DATE	BLOCK	LOT	LOCATION	OWNER	LAND USE	ST/EASE	WETLAND AREA	FLOODPLAIN AREA	TOTAL EXCLUDED AREA	TOTAL DEVELOPED AREA	TOTAL UNDEVELOPED AREA	REMARKS	TOTAL DEVELOPED AREA
1/10/01	1	1	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	30.19	15.69	26.69	27.13	3.06	ROSI	LENAPE PARK	0.00
2/10/02	1	2	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	6.13	1.34	8.61	8.61	0.32	ROSI	LENAPE PARK	0.00
4/10/02	1	3	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	14.50	14.50	14.50	14.50	-	ROSI	LENAPE PARK	0.00
5/10/03	1	4	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	8.56	4.82	7.51	7.50	0.66	ROSI	LENAPE PARK	0.00
6/10/04	1	5	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	-	EXCLUDED DUE TO SMALL SIZE	0.00
7/10/05	1	6	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	0.54	-	0.54	0.54	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
8/10/06	1	7	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	28.53	28.53	28.53	28.53	0.02	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
9/10/06	1	8	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	28.53	15.15	26.53	26.53	0.02	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
10/10/06	1	9	KENILWORTH BLVD	UNION COUNTY DIV PARKS & RECREATION	15C	2.85	2.41	2.85	2.85	1.01	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
11/10/05	1	10	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	90.77	65.50	88.80	69.76	0.04	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
12/10/05	1	11	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.05	-	0.01	0.01	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
13/10/05	1	12	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
14/10/05	1	13	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
15/10/05	1	14	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
16/10/05	1	15	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
17/10/05	1	16	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
18/10/05	1	17	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
19/10/05	1	18	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
20/10/05	1	19	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
21/10/05	1	20	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
22/10/05	1	21	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
23/10/05	1	22	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
24/10/05	1	23	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
25/10/05	1	24	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
26/10/05	1	25	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
27/10/05	1	26	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
28/10/05	1	27	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
29/10/05	1	28	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
30/10/05	1	29	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
31/10/05	1	30	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
32/10/05	1	31	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
33/10/05	1	32	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
34/10/05	1	33	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
35/10/05	1	34	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
36/10/05	1	35	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
37/10/05	1	36	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
38/10/05	1	37	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
39/10/05	1	38	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
40/10/05	1	39	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
41/10/05	1	40	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
42/10/05	1	41	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
43/10/05	1	42	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
44/10/05	1	43	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
45/10/05	1	44	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
46/10/05	1	45	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
47/10/05	1	46	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
48/10/05	1	47	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
49/10/05	1	48	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
50/10/05	1	49	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
51/10/05	1	50	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
52/10/05	1	51	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
53/10/05	1	52	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
54/10/05	1	53	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
55/10/05	1	54	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
56/10/05	1	55	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
57/10/05	1	56	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
58/10/05	1	57	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
59/10/05	1	58	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
60/10/05	1	59	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
61/10/05	1	60	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
62/10/05	1	61	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
63/10/05	1	62	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
64/10/05	1	63	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
65/10/05	1	64	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
66/10/05	1	65	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
67/10/05	1	66	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
68/10/05	1	67	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
69/10/05	1	68	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
70/10/05	1	69	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
71/10/05	1	70	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
72/10/05	1	71	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
73/10/05	1	72	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
74/10/05	1	73	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
75/10/05	1	74	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
76/10/05	1	75	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
77/10/05	1	76	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
78/10/05	1	77	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
79/10/05	1	78	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
80/10/05	1	79	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
81/10/05	1	80	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
82/10/05	1	81	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
83/10/05	1	82	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
84/10/05	1	83	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
85/10/05	1	84	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
86/10/05	1	85	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
87/10/05	1	86	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
88/10/05	1	87	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
89/10/05	1	88	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	0.00
90/10/05	1	89	1030 SPRINGFIELD AVE	UNION COUNTY DIV PARKS & RECREATION	15C	0.04	-	0.04	0.04	-	ROSI	LENAPE PARK EXCLUDED DUE TO SMALL SIZE	

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) The December 21, 2020 MOU with Hartz provides for rezoning of 15.25 of the 30.5 acre site to permit 212 market units and 38 affordable units.	16.39 units/acre	16.39 DU/AC x 30.5 acres = 500 → 100 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 apartments located on the second and third floors with a restaurant and residential parking on the	50 units/acre	50 DU/AC x 0.48 acres = 24 → 5 affordable unit set-aside

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”.		
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 & 3-9)	38.5 units/acre	3 unit RDP*
Woodmont – Family Rental (Block 511, Lot 1)	32 units/acre	3 unit RDP*
Needlepoint – 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 = 140 units
<i>*The RDP for both Riverfront and Woodmont represent the portion of the project utilized to address the Round 3 RDP.</i>		

Appendix D
Cranford Township Rehabilitation Program Manual
(Home Improvement Program)

Home Improvement Program

Policies and Procedures Manual

Township of Cranford *New Jersey*

May 1, 2017

Prepared by:



CGPH

Community Grants, Planning & Housing

Good People. Great Results.™

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Home Improvement Program

I. INTRODUCTION.....	3
A. Fair Housing and Equal Housing Opportunities.....	3
II. ELIGIBLE PARTICIPANTS.....	4
A. Program Area	4
B. Categories of Participants	4
C. Income Limits.....	4
D. Application Selection	5
III. ELIGIBLE ACTIVITIES	6
A. Eligible Improvements	6
B. Ineligible Improvements	7
C. Rehabilitation Standards.....	7
D. Certifications of Substandard/Standard.....	7
IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS	8
A. Terms and Conditions for Owner Occupied Units	8
B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units.....	9
C. Terms and Conditions on Investor-Owned Multi-Family Rental Units	10
D. Special Needs Waivers.....	11
E. Use of Recaptured Program Funds.....	11
V. IMPLEMENTATION PROCESS	12
A. Application/Interview.....	12
B. Eligibility Certification	12
C. What is Considered Income.....	12
D. What is Not Considered Income.....	13
E. How to Verify Income	13
F. Additional Income Verification Procedures	15
G. Other Eligibility Requirements.....	15
H. Requirements of Utilities & Taxes Paid Current.....	16
I. Sufficient Equity	16
J. Eligibility Scenarios of Multi-Family Structures.....	16
K. Eligibility Certification	17

L. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate	17
M. Contractor Selection.....	17
N. Pre-Construction Conference/Contract Signing.....	18
O. Initiate Township Voucher	19
P. Progress Inspections	19
Q. Change Orders.....	20
R. Final Inspection	20
S. Payment Structure and Process	21
T. Standard Certification.....	22
U. Record Mortgage Documentation.....	22
V. File Closing.....	22
W. Requests for Subordination.....	22
VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT	23
A. Marketing	23
B. Contractor Qualifications.....	23
VII. LEAD BASED PAINT (LBP):	24
VIII. RENTAL PROCEDURES:.....	24
A. Determining Initial Affordable Rents	25
B. Pricing by Household Size.....	25
C. Determining Rent Increases	26
IX. MARKETING STRATEGY	26
X. MAINTENANCE OF RECORDS AND CLIENT FILES	27
A. Programmatic Recording.....	27
B. Participant Record keeping.....	27
C. Reporting to DCA	28
D. Financial Recordkeeping.....	29
XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS	29
XII. CONCLUSION.....	30
APPENDIX A - LIST OF PROGRAM FORMS.....	31
APPENDIX B - CURRENT INCOME LIMITS & RENTAL INCREASE PROCEDURES.....	32

Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Cranford Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by very low, low and moderate income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Township of Cranford. The Township of Cranford has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. Initially the program's funding source will be municipal housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

II. ELIGIBLE PARTICIPANTS

A. Program area

The Cranford Home Improvement Program is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate income households throughout the Township of Cranford.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation if it is their primary residency, the occupants of the units are determined to be very low, low or moderate-income households, and the units are determined to be substandard. Owners of rental properties do not have to be income eligible. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to very low, low- or moderate-income households.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate income limits based on family size as follows.

Table 1: 2017 Regional Income Limits (updated annually)

Household Size	Low Income Limit	Moderate Income Limit
1	\$31,715	\$50,744
2	\$36,246	\$57,993
3	\$40,777	\$65,242
4	\$45,307	\$72,492
5	\$48,932	\$78,291
6	\$52,556	\$84,090
7	\$56,181	\$89,890
8	\$59,806	\$95,689

These income guidelines are based on median income figures determined by the New Jersey Department of Community Affairs Income Limits for **Region 2** which includes **Union County**. However, since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it may now be left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH. The plan for properly amending median incomes

and rental increases every year is included as an Appendix B to this manual. The Program Administrator will ensure that this chart is updated whenever adjustments to these income figures become available.

D. Application Selection

The program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. Priority will be given to homeowners with less than \$250,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The goal is to have a minimum of 50% of the properties assisted comprised of low income households. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents, and
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Township's rehabilitation program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency may be immediately due and payable back to the Township. There will also be a statement indicating that the Township will place a lien on the rental rehab properties to recapture the funds to be repaid at a low interest. The ten-year deed restriction for all rehabilitated rental units will run with the land to ensure compliance, which deed restriction will be filed with the County Clerk.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. To qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint hazard reduction
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), carpets, solar panels, generators, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, (of which the more restrictive requirements will apply), and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$8,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be compliant with the standards prescribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER-OCCUPIED AND INVESTOR-OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 2 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or

3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Properties including Tenant Units

Table 3 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$16,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the ten- year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

Assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as very low, low or moderate income as per DCA very low, low and moderate Income Limits.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even in the event that the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata

portion of the shared improvements must be fully repaid to the Township and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a very low, low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Township designated Administrative Agent, in accordance with the Township of Cranford's Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 4 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$8,000 per unit.
Maximum Loan Amount	\$16,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) is(are) occupied by and affordable to a household that is certified as a very low, low or moderate income household as per DCA's very low, low and moderate Income Limits and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Township's Administrative Agent and is pursuant to UHAC and subject to annual adjustment.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a very low, low- or moderate- income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Township of Cranford Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Deed Restriction which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than very low, low or moderate income renters, before the terms of the lien expire.

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation need more than the program cap:

- The Program will get confirmation of whether the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low-Income Home Energy Assistance Program (LIHEAP). The Program reserves the right to make a request to the Township for an exception, having the Township allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Township may consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case basis. Upon Program and Township approval, a Special Needs Funding Limit Waiver may be issued.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Cranford affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed to the applicant when their name is reached on the program's waiting list.

Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications and homeowners' cooperation to provide all additional documentation required to finalize the eligibility process.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members of each household, 18 years of age and older, must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Alimony
- Regularly scheduled overtime
- Pensions

- Social security
- Unemployment compensation TANF (Temporary Assistance for Needy Families)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of dependents enrolled as full-time students
- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the Internal Revenue Service Center by calling 1-800-829-1040 or visiting irs.gov to either obtain an online printout or to request a copy by mail, the latter which takes five to ten calendar days.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from at least the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;
6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current homeowner's insurance declarations page (not the policy or receipt)
- Proof of flood insurance, if property is located in a flood zone
- Copy of recorded deed to the property to be assisted
- Proof of separate residency if a deed co-holder resides at another location (copy of driver's license, etc.)
- If deed holder is a widow or widower, copy of Death Certificate should be included
- Copy of the most current property tax assessment
- Receipt for property taxes
- Signed Eligibility Release form
- Proof that all mortgage payments are current
- Copy of any and all other liens recorded against the property
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.)

H. Requirements of Utilities & Taxes Paid Current

All applicants' property tax and sewer accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien plus the total of other liens. In other words, the market value of the house must be greater than the total of the liens combined. The Township may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four -family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends correspondence that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the program until the work is satisfactorily completed, at which time the program will release the payment to the contractor.

K. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

L. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from the Township of Cranford. If the unit cannot be brought up to code with the combination of funds available, the unit may not proceed.

For houses built prior to 1978, refer to Section VII Lead Based Paint (LBP).

M. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program

contractor list. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid. Contractors will be notified of the results of the bidding within one (1) week of the date the homeowner makes his/her contractor selection.

The Case Manager will provide the Municipal Clerk with the executed Bid Tabulation and contractor bid documents to demonstrate contractor award decision. For contractors who are new to the municipality's payment system, the Case Manager will include the contractor's business registration certificate and W-9 form. Contractor award is passed via resolution by Township Committee. To be placed on the Committee meeting agenda, the documents are to be received two weeks prior to the meeting.

N. Pre-Construction Conference/Contract Signing/Loan Closing

Upon receipt of the Township contractor award resolution, the Program Inspector will schedule and conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy.

For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead based paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Based Paint (LBP) applies.

Following the pre-construction meeting, the Case Manager will provide the Construction Office with 1) a copy of the first three pages of the Construction Agreement which includes identifying the homeowner, the property and the contractor, and an itemized price list of the work; and 2) the program scope of work to ensure the contractor makes application for the applicable permits. For each job, the Township's Construction office will notify the Case Manager which permits are required to compare to the permit documentation later provided by the contractor.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

O. Initiate Township Voucher

The Township will initiate a purchase order upon the execution of the contractor award resolution. The Township will then forward the purchase order, along with a copy of the resolution, to the Case Manager who in turn will obtain the contractor's signature at the pre-construction construction agreement signing /loan closing. The contractor's signed purchase order will be held by the Case Manager until construction progress is sufficient to submit to the municipality for a contractor payment.

P. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program

Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection S, *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked *EPA RRP Rule* cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

Q. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the Homeowner, the Contractor, and the Program. The Case Manager will forward the executed change order to the Township. The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

R. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been

completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection *S Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked *EPA RRP Rule* cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the program inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

S. Payment Structure and Process

The Township will issue all payments, which may be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted in accordance with program procedures, the Case Manager will submit to the Township:

- Program's Request for Payment form with homeowner's and Program's written approval
- Contractor signed Township Purchase Order with payment amount identified
- Copy of change order, if one occurred

The payment request is to be sent to the Municipal Clerk for receipt no later than two weeks in advance of the Township Bill List (dates on Municipal website). The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus homeowner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the contractor.

T. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

U. Record Program Mortgage Documentation

At construction completion, the Case Manager shall attach a copy of the contractor's final payment form as Schedule B to the program mortgage to document the commencement date of the program lien period. The Case Manager shall then forward the executed program mortgage to the Municipal Clerk for recording. The Township shall promptly file the mortgage with the County Clerk. For rental properties, the Deed Restriction shall also be recorded.

V. File Closing

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page. A program letter will be sent to the homeowner, thanking him/her for participating in the Program. Enclosed with the letter to the homeowner shall be a copy of the aforementioned Schedule B to attach to the homeowner's copy of the program mortgage for future reference to lien period timeframe.

W. Requests for Subordination or Program Loan Payoff

Cranford may agree to subordination of its program lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and

not “cashing out” any equity, Cranford will subordinate up to 100% of the appraised value. The fee to process subordination requests will be paid by the homeowner directly to CGP&H at a rate of \$150 per request.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The contractor outreach material will be posted on CGP&H’s website. The Program will coordinate with the Township to advertise the availability of construction work on the Township’s website and display a contractor outreach poster and business card size handouts in the municipal building, including the local construction office. CGP&H also send contractor outreach postcards via mass mailings to the list of home improvement contractors registered with Consumer Affairs. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested general contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen’s compensation coverage including Employer’s Liability limits of at least \$500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of program job award.
- At least three favorable references on the successful completion of similar work; and
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); and
- The Contractor’s State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and

- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. LEAD BASED PAINT (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications.

VIII. RENTAL PROCEDURES:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

The Cranford Home Improvement Program shall be administered in accordance with the following as it pertains to rentals:

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will continue to administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

Table 5 Investor-Owned Terms & Conditions

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents in rehabilitated units may increase annually based on the standards in Appendix B, entitled “Current Income Limits & Rental Increase Procedures” and only upon written notification from the Administrative Agent.

In addition, the Township’s Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In lieu of a separate submission of the Program’s marketing plan for DCA (Court Master)’s approval, this section will satisfy the obligation of 5:93-5.2(d). In coordination with the Township, the Program Administrator will employ a variety of proven strategies to advertise the program within Cranford to establish the program’s applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and brochures
- Place program outreach material on the Township’s website
- Place program outreach material on CGP&H’s website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc) or direct mailing, whenever available and appropriate
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.

- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Cranford Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

B. Participant Record keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)

- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. Reporting

For each unit, the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod

- Final Inspection Date
- Funds Expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective Date of Affordability Controls
- Length of Affordability Controls (years)
- Date Affordability Controls Removed
- Reason for Removal of Affordability Controls

The Program Administrator is responsible for entering each completed unit's data into the State's online CTM system.

D. Financial Recordkeeping

Financial recordkeeping through the State's online CTM system is the responsibility of the Municipal Housing Liaison.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee formed by the Township will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

Additionally, the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of Cranford's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review Form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Change Order Authorization (when applicable)
- Contractor's Request for Final Inspection
- Contractor Payment
- Certificate and Release
- Closeout Statement

APPENDIX B - Current Income Limits & Rental Increase Procedures

See following pages

2016 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase**		Regional Asset
												Rents	Sales	Limit***
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$59,096	\$63,317	\$67,538	\$75,980	\$84,423	\$87,799	\$91,176	\$97,930	\$104,684	\$111,438	1.1%	0.00%	\$163,245
	Moderate	\$47,277	\$50,654	\$54,030	\$60,784	\$67,538	\$70,240	\$72,941	\$78,344	\$83,747	\$89,150			
	Low	\$29,548	\$31,658	\$33,769	\$37,990	\$42,211	\$43,900	\$45,588	\$48,965	\$52,342	\$55,719			
	Very Low	\$17,729	\$18,995	\$20,261	\$22,794	\$25,327	\$26,340	\$27,353	\$29,379	\$31,405	\$33,431			
Region 2 Essex, Morris, Union and Warren	Median	\$63,879	\$68,441	\$73,004	\$82,130	\$91,255	\$94,905	\$98,555	\$105,856	\$113,156	\$120,457	1.1%	0.00%	\$175,072
	Moderate	\$51,103	\$54,753	\$58,403	\$65,704	\$73,004	\$75,924	\$78,844	\$84,685	\$90,525	\$96,365			
	Low	\$31,939	\$34,221	\$36,502	\$41,065	\$45,628	\$47,453	\$49,278	\$52,928	\$56,578	\$60,228			
	Very Low	\$19,164	\$20,532	\$21,901	\$24,639	\$27,377	\$28,472	\$29,567	\$31,757	\$33,947	\$36,137			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$73,500	\$78,750	\$84,000	\$94,500	\$105,000	\$109,200	\$113,400	\$121,800	\$130,200	\$138,600	1.1%	0.00%	\$199,936
	Moderate	\$58,800	\$63,000	\$67,200	\$75,600	\$84,000	\$87,360	\$90,720	\$97,440	\$104,160	\$110,880			
	Low	\$36,750	\$39,375	\$42,000	\$47,250	\$52,500	\$54,600	\$56,700	\$60,900	\$65,100	\$69,300			
	Very Low	\$22,050	\$23,625	\$25,200	\$28,350	\$31,500	\$32,760	\$34,020	\$36,540	\$39,060	\$41,580			
Region 4 Mercer, Monmouth and Ocean	Median	\$65,030	\$69,675	\$74,320	\$83,610	\$92,900	\$96,616	\$100,332	\$107,764	\$115,196	\$122,628	1.1%	0.00%	\$174,747
	Moderate	\$52,024	\$55,740	\$59,456	\$66,888	\$74,320	\$77,293	\$80,266	\$86,211	\$92,157	\$98,102			
	Low	\$32,515	\$34,838	\$37,160	\$41,805	\$46,450	\$48,308	\$50,166	\$53,882	\$57,598	\$61,314			
	Very Low	\$19,509	\$20,903	\$22,296	\$25,083	\$27,870	\$28,985	\$30,100	\$32,329	\$34,559	\$36,788			
Region 5 Burlington, Camden and Gloucester	Median	\$57,050	\$61,125	\$65,200	\$73,350	\$81,500	\$84,760	\$88,020	\$94,540	\$101,060	\$107,580	1.1%	0.00%	\$151,043
	Moderate	\$45,640	\$48,900	\$52,160	\$58,680	\$65,200	\$67,808	\$70,416	\$75,632	\$80,848	\$86,064			
	Low	\$28,525	\$30,563	\$32,600	\$36,675	\$40,750	\$42,380	\$44,010	\$47,270	\$50,530	\$53,790			
	Very Low	\$17,115	\$18,338	\$19,560	\$22,005	\$24,450	\$25,428	\$26,406	\$28,362	\$30,318	\$32,274			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,086	\$54,735	\$58,384	\$65,682	\$72,979	\$75,899	\$78,818	\$84,657	\$90,495	\$96,334	1.1%	0.00%	\$136,680
	Moderate	\$40,869	\$43,788	\$46,707	\$52,546	\$58,383	\$60,719	\$63,055	\$67,725	\$72,396	\$77,067			
	Low	\$25,543	\$27,368	\$29,192	\$32,841	\$36,489	\$37,949	\$39,409	\$42,328	\$45,248	\$48,167			
	Very Low	\$15,326	\$16,421	\$17,515	\$19,705	\$21,894	\$22,770	\$23,646	\$25,397	\$27,149	\$28,900			

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

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

** This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, and the increase for 2016 is 1.1%. Landlords who did not increase rents in 2015 may increase rent by the combined 2015 and 2016 increase, or 3.4% percent, but in no case can rent for any particular apartment be increased more than one time per year.

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

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

Note: Since the Regional Income Limits last adopted by COAH in 2014 for Regions 1, 3, 5, and 6 were higher than the 2016 calculations, the 2014 income limits will remain in force for 2016 and until Regional Income Limits surpass the 2014 Regional Income Limits. The Regional Income Limits for Regions 2 and 4 were higher in 2015 than the 2014 Regional Income Limits, and so the Regional Income Limits for Regions 2 and 4 are based on 2015 data and will remain in force for 2016 and until Regional Income Limits surpass the 2015 Regional Income Limits. See N.J.A.C. 5:97-9.2(c).

2016 Regional Income Limits by HH Size (Moderate Income)

	1	2	3	4	5	6	7 +	Rents	Max Increase	Sales	Regional Asset Limit
1	\$47,277	\$54,030	\$60,784	\$67,538	\$72,941	\$78,344	\$83,747	\$89,150	1.1%	0%	\$163,245
2	\$51,103	\$58,403	\$65,704	\$73,004	\$78,844	\$84,685	\$90,525	\$96,365	1.1%	0%	\$173,844
3	\$58,800	\$67,200	\$75,600	\$84,000	\$90,720	\$97,440	\$104,160	\$110,880	1.1%	0%	\$199,936
4	\$52,024	\$59,456	\$66,888	\$74,320	\$80,266	\$86,211	\$92,157	\$98,102	1.1%	0%	\$174,209
5	\$45,640	\$52,160	\$58,680	\$65,200	\$70,416	\$75,632	\$80,848	\$86,064	1.1%	0%	\$151,043
6	\$40,868	\$46,706	\$52,545	\$58,383	\$63,054	\$67,724	\$72,395	\$77,066	1.1%	0%	\$136,680

HH adjustment factor 0.7 0.8 0.9 1 1.08 1.16 1.24 1.32

Determination of 2016 Regional Income Limits

COAH Region	County	2015 Households	2016 HUD Median Family Income	80% of Median Family Income	Multiply Housing Units by 80% of Median Family Income
6	Atlantic	104822	\$62,200	\$49,760	\$5,215,957,816
1	Bergen	342361	\$91,200	\$72,960	\$24,978,625,558
5	Burlington	168188	\$80,300	\$64,240	\$10,804,417,687
5	Camden	189434	\$80,300	\$64,240	\$12,169,242,781
6	Cape May	38594	\$80,800	\$64,640	\$2,494,733,242
6	Cumberland	52758	\$54,400	\$43,520	\$2,296,042,176
2	Essex	288371	\$89,700	\$71,760	\$20,693,506,240
5	Gloucester	104835	\$80,300	\$64,240	\$6,734,626,054
1	Hudson	264022	\$61,500	\$49,200	\$12,989,883,595
3	Hunterdon	47307	\$103,800	\$83,040	\$3,928,348,983
4	Mercer	133723	\$93,000	\$74,400	\$9,948,984,151
3	Middlesex	288198	\$103,800	\$83,040	\$23,931,997,812
4	Monmouth	230552	\$90,900	\$72,720	\$16,765,760,594
2	Morris	182409	\$89,700	\$71,760	\$13,089,702,387
4	Ocean	222131	\$90,900	\$72,720	\$16,153,343,250
1	Passaic	165479	\$91,200	\$72,960	\$12,073,334,752
6	Salem	23976	\$80,300	\$64,240	\$1,540,232,431
3	Somerset	120198	\$103,800	\$83,040	\$9,981,240,904
1	Sussex	53905	\$89,700	\$71,760	\$3,868,195,728
2	Union	191835	\$89,700	\$71,760	\$13,766,112,262
2	Warren	42337	\$83,900	\$67,120	\$2,841,653,368

Region	Sum	Households in Region, 2015	80% Median Income for Region - 4 person household	Compare with 2015 income limits	Income limits by Region 2016
1	\$53,910,039,633	825766.015	\$65,285	\$67,538	\$67,538
2	\$50,390,974,257	704952.864	\$71,481	\$73,004	\$73,004
3	\$37,841,587,699	455703.127	\$83,040	\$84,000	\$84,000
4	\$42,868,087,995	586405.851	\$73,103	\$74,320	\$74,320
5	\$29,708,286,522	462457.76	\$64,240	\$65,200	\$65,200
6	\$11,546,965,665	220151.111	\$52,450	\$58,383	\$58,383

Note: Since the Regional Income Limits for 2015 (below) were higher than the 2016 calculations, the 2015 income limits will remain in force for 2016 and until Regional Income Limits surpass the 2015 Regional Income Limits. See N.J.A.C. 5:97-9.2(c).

Determination of 2015 Regional Income Limits

COAH Region	County	2010 Households (\$F1)	2015 HUD Median Family Income	80% of Median Family Income	Multiply Housing Units by 80% of Median Family Income
6	Atlantic	102847	\$67,300	\$53,840	\$5,537,282,480
1	Bergen	335730	\$93,700	\$74,960	\$25,166,320,800
5	Burlington	166318	\$81,100	\$64,880	\$10,790,711,840
5	Camden	190980	\$81,100	\$64,880	\$12,390,782,400
6	Cape May	40812	\$75,200	\$60,160	\$2,455,249,920
6	Cumberland	51931	\$60,400	\$48,320	\$2,509,305,920
2	Essex	283712	\$91,500	\$73,200	\$20,767,718,400
5	Gloucester	104271	\$81,100	\$64,880	\$6,765,102,480
1	Hudson	246437	\$63,600	\$50,880	\$12,538,714,560
3	Hunterdon	47169	\$103,900	\$83,120	\$3,920,687,280
4	Mercer	133155	\$97,000	\$77,600	\$10,332,828,000
3	Middlesex	281186	\$103,900	\$83,120	\$23,372,180,320
4	Monmouth	233983	\$91,700	\$73,360	\$17,164,992,880
2	Morris	180534	\$91,500	\$73,200	\$13,215,088,800
4	Ocean	221111	\$91,700	\$73,360	\$16,220,702,960
1	Passaic	166785	\$93,700	\$74,960	\$12,502,203,600
6	Salem	25290	\$81,100	\$64,880	\$1,640,815,200
3	Somerset	117759	\$103,900	\$83,120	\$9,788,128,080
1	Sussex	54752	\$91,500	\$73,200	\$4,007,846,400
2	Union	188118	\$91,500	\$73,200	\$13,770,237,600
2	Warren	41480	\$87,400	\$69,920	\$2,900,281,600

Region	Sum	Households in Region, 2015	80% Median Income for Region - 4 person household	Compare with most recent COAH adopted income limits (2014)	Income limits by Region 2015
1	\$54,215,085,360	803704	\$67,457	\$67,538	\$67,538
2	\$50,653,326,400	693844	\$73,004	\$72,492	\$73,004
3	\$37,080,995,680	446114	\$83,120	\$84,000	\$84,000
4	\$43,718,523,840	588249	\$74,320	\$74,091	\$74,320
5	\$29,946,596,720	461569	\$64,880	\$65,200	\$65,200
6	\$12,142,653,520	220880	\$54,974	\$58,383	\$58,383

Note: Since the Regional Income Limits last adopted by COAH in 2014 were higher than the 2016 calculations for Regions 1, 3, 5, and 6, the 2014 income limits for those regions remained in force for 2015 and until Regional Income Limits surpass the 2014 Regional Income Limits. See N.J.A.C. 5:97-9.2(c).

2016 Moderate Reg Asset Limit

1	\$67,538	163,245
2	\$73,004	175,072
3	\$84,000	199,936
4	\$74,320	174,747
5	\$65,200	151,043
6	\$58,383	136,680

2014 Moderate Reg Asset Limit

1	\$67,538	163,245
2	\$72,492	173,844
3	\$84,000	199,936
4	\$74,091	174,209
5	\$65,200	151,043
6	\$58,383	136,680

Appendix E
AVIDD Community Services Contract

Updated March 5, 2019

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2019-145

RESOLUTION AUTHORIZING THE EXECUTION OF THE CONTRACT FOR THE SALE OF REAL ESTATE OF A CERTAIN PROPERTY KNOWN AS Block 573, Lots 10 and 12.03 a/k/a MYRTLE STREET, CRANFORD, NEW JERSEY.

WHEREAS, the Housing Plan Element and Fair Share Plan for the Township of Cranford, Union County, New Jersey, adopted on April 3, 2013, identified the Myrtle Street property as available for the development of affordable housing units; and

WHEREAS, the current Housing Plan Element and Fair Share Plan for the Township of Cranford, Union County, New Jersey which was adopted on December 12, 2018, has designated eight (8) units of Affordable Housing to be developed on the Myrtle Street property; and

WHEREAS, AVIDD Community Services of New Jersey, having offices located at 92 Broad Street, Denville, New Jersey 07834, is a non-profit organization which provides services to individuals with developmental disabilities, including the procurement of housing for such individuals so that they can live within local community settings; and

WHEREAS, the Township of Cranford ("Seller" or the "Township") and AVIDD Community Services of New Jersey, Inc. ("Buyer") desire to enter into an Agreement for Sale of Real Estate for the construction of two (2) single family homes, consisting of four (4) bedrooms each, which will qualify as eight (8) affordable housing units; and

WHEREAS, the real property consists of approximately .919 acres of vacant land that is currently part of Block 573, Lots 10 and 12.03 of the current Tax Map of the Township of Cranford, County of Union, State of New Jersey and commonly known as Myrtle Street, Cranford, New Jersey (the "Property"); and

WHEREAS, the Buyer will agree to submit and execute any documents required by the Township of Cranford to qualify the property for credits from the Council on Affordable Housing ("COAH") including any affordability controls that COAH may require, subject to HUD approvals; and

WHEREAS, the Buyer has agreed to consider revisions to its Site Plan to address residents' concerns, including to maximize the retention of mature trees located on the lot, and a potential variance to the front set-back requirements to increase the distance between the development and the properties directly behind it; and

WHEREAS, Purchaser and Seller intend to memorialize their agreement by executing a Contract for the Sale of Real Estate attached herein; and

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of

Cranford, in the County of Union, New Jersey does hereby authorize execution of the Contract for the Sale of Real Estate with the following provisions in substantially the same format attached thereto:

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held March 5, 2019.



Patricia Donahue, RMC
Township Clerk

Dated: February 16, 2021

Prepared By: _____
Francis J. Tiedemann, Esq.

CONTRACT FOR THE SALE OF REAL ESTATE

This Contract for Sale is made on March 5, 2019.

BETWEEN:

TOWNSHIP of CRANFORD, a municipal corporation of the State of New Jersey, having municipal offices located at the Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016 (hereinafter referred to as "Seller")

AND

AVIDD COMMUNITY SERVICES OF NEW JERSEY, INC., a nonprofit corporation of the State of New Jersey, having offices located at 92 Broad, Denville, New Jersey 07834 (hereinafter referred to as "Buyer").

1. **PURCHASE AGREEMENT.** The Seller agrees to sell and the Buyer agrees to buy the real property described in this Contract.
2. **PROPERTY.** The real property to be sold consists of:
 - (a) vacant land; and
 - (b) all of the Seller's rights relating to the land. The real property to be sold (hereinafter the "Property") consists of approximately .919 acres of vacant land that is currently part of Block 573, Lots 10 and 12.02 on the current Tax Map of the Township of Cranford, County of Union, State of New Jersey, and commonly known as Myrtle Street, Cranford, New Jersey.
3. **PURCHASE PRICE.** The purchase price is ONE DOLLAR (\$1.00) and the covenants and promises contained herein.
4. **DEPOSIT.** There will be no deposit.
5. **PAYMENT OF PURCHASE PRICE.** The Buyer will pay the purchase price at closing of title by attorney's trust account check.

6. **TRANSFER OF OWNERSHIP.** At the closing, the Seller will transfer ownership of the property to Buyer. The Seller will provide the Buyer with a properly executed Quitclaim Deed with a reverter provision as required by State law and consistent with the regulations of the U.S. Department of Housing and Urban Development ("HUD"). The Buyer will agree to submit and execute any documents required by the Township of Cranford to qualify the property for credits from the Council of Affordable Housing ("COAH"), including any affordability controls that COAH may require, subject to HUD approvals.

7. **TYPE OF DEED.** In this transaction, the Seller agrees to provide and the Buyer agrees to accept a Deed known as a Quitclaim Deed with the aforementioned reverter provision.

8. **CLOSING DATE.** A Closing Date cannot be determined at this time. Closing will be set when all conditions of funding been satisfied, including approvals required in Section 20. Seller shall provide a copy of a fully executed Quitclaim Deed with the reverter provision and attorney's opinion letter consistent with HUD regulations.

9. **EXTENSION OF TIME PERIODS.** The parties agree to extend the time period for closing if either party requires it.

10. **PLACE OF CLOSING.** Closing of title shall take place at the Newark Offices of HUD.

11. **ATTENDANCE AT CLOSING.** Seller will sign all required documents, as set forth herein, in a timely manner prior to closing to avoid having to attend the closing.

12. **INSPECTIONS.** This Contract is specifically contingent upon the following conditions: Buyer shall be entitled to conduct any and all necessary inspections, appraisals and tests required by its funding source to obtain approval of the site at the sole cost to the Buyer.

All inspections, appraisals and tests pursuant to this paragraph shall be conducted within fifteen (30) days of the date both parties have executed this Contract and any addenda thereto.

If, as a result of said inspections, appraisals and tests, Buyer is unable to obtain funding for this project, then and in that event, the Buyer may cancel this Contract if they are not prepared to proceed without funding.

13. **PHYSICAL CONDITION OF THE PROPERTY.** This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection.

14. **STRUCTURAL INSPECTION.** There will be no inspection because this is vacant land.

15. **PEST INSPECTION.** There will be no inspection because this is vacant land.

16. **RADON INSPECTION.** There will be no inspection because this is vacant land.

17. **LEAD BASED PAINT.** There will be no inspection because this is vacant land.

18. **FLOOD HAZARD AREA.** This Contract is contingent upon confirmation that the cost or feasibility of development of the Project shall not be materially affected by virtue of any portion of the Property lying within any area prone to flooding including, without limitation, a Flood Hazard Area as defined in the United States Flood Disaster Protection Act of 1973 or as otherwise similarly defined by any governmental authority, and an area commonly known as the 100 year flood plain. The Buyer may terminate the Contract if it is unable to obtain such confirmation within thirty (30) days.

19. **FLOOD AREAS.** The federal and state government has designated certain areas as flood areas. If the property is located in a flood area, the use of the property may be limited. The Seller is not aware that the property is in a "flood area"; however, if Buyer's inquiry reveals that the property is in a "flood area", the Buyer may cancel this Contract within ten (10) days after the expiration of the Attorney Review Period. If the mortgage lender requires "flood insurance", then the Buyer shall be responsible to maintain such insurance on the property.

20. **APPROVAL CONTINGENCY.** Seller represents that approvals are required by the Cranford Township Planning Board or Board of Adjustment. Buyer agrees to apply for subdivision/variance approval for the lots in question. Part of the lots being subdivided will

be conveyed to the buyer after approval by the municipality and part of the lots will be retained by the municipality.

21. **OWNERSHIP.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the property by Quitclaim Deed, subject to the aforementioned reverter provision, and subject to:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any building or other improvement on the property;

(b) recorded agreements which limit the use of the property, unless the agreements: (1) are presently violated; (2) provided that the property would be forfeited if they were violated; or (3) unreasonably limit the normal use of the property for the purposes and uses intended by Buyer and disclosed herein.

(c) Seller will provide the Buyer with back title information including a copy of the Deed and title policy within ten (10) days of signing the Contract. This information is required in order for Buyer to obtain its funding.

In addition to the above, the title of the Buyer must be insurable at regular rates by Colonial Title and Abstract Service, agent for Chicago Title Insurance Company or Buyer may cancel this Agreement.

22. **USE OF PREMISES.** Buyer represents and warrants that it shall use the Property to construct two single-family homes to be used as supportive and special needs housing units with a minimum of 4 bedrooms and a maximum of 4 bedrooms, and in substantial conformity with the September 18, 2018 Concept Plan attached hereto as Exhibit A (the "Project").

23. **ITEMS INCLUDED IN THE SALE.** There are no items because this is vacant land.

24. **ASSESSMENT FOR MUNICIPAL IMPROVEMENTS.** Certain Municipal Improvements such as sidewalks and sewers may result in the Municipality charging property owners to pay for the improvement. All unpaid charges (assessments against the property) for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If

the improvement is completed but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

25. **ADJUSTMENTS AT CLOSING.** The Buyer and Seller agree to adjust the following expenses, if applicable, as of the closing date: taxes water, sewer, oil and rents, if any. The Buyer and Seller may require that any person with a claim or right affecting the property is to be paid off from the proceeds of this sale.

26. **POSSESSION.** At the closing hereunder, Seller covenants and agrees that it will deliver actual possession to the Buyer by way of Quitclaim Deed subject to the aforementioned reverter provision.

27. **COMPLETE AGREEMENT.** This Contract is the entire and only agreement between the Buyer and Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that it has not made any other Contract to sell the property to anyone else.

28. **PARTIES LIABLE.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

29. **NOTICE.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, as set forth below:

As to Buyer: Avidd Community Services of New Jersey, Inc.
 92 Broadway
 Denville, New Jersey 07834
 Attention: Terrence McKeon, Executive Director

and a copy to: Francis J. Tiedemann, Esq.
 Andora & Romano, L.L.C.
 15 Essex Road
 Paramus, New Jersey 07652

As to Seller: Township of Cranford
8 Springfield Avenue
Cranford, New Jersey 07016
Attention: Jamie Cryan, Township Administrator

and a copy to: Ryan J. Cooper, Esq.
Cooper LLC
108 N. Union Ave., Suite 4
Cranford, New Jersey 07016

30. **BROKERS' COMMISSION.** The Buyers and Sellers both represent and warrant that no broker was involved in the transaction as contemplated by this Contract. Seller shall indemnify and hold harmless Buyer from and against any and all claims that may be made against Purchaser by any broker or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by or on account of any act by Sellers or Sellers' representatives.


31. **BINDING.** This Agreement is binding upon the parties, their heirs, successors and assigns.

SIGNED AND AGREED TO BY:

ATTEST:



ATTEST:


Patricia Dovichie
Township Clerk

March 18, 2019

BUYER:

Avidd Community Services of New Jersey,
Inc.

BY: 
Terrence McKeon, Executive Director

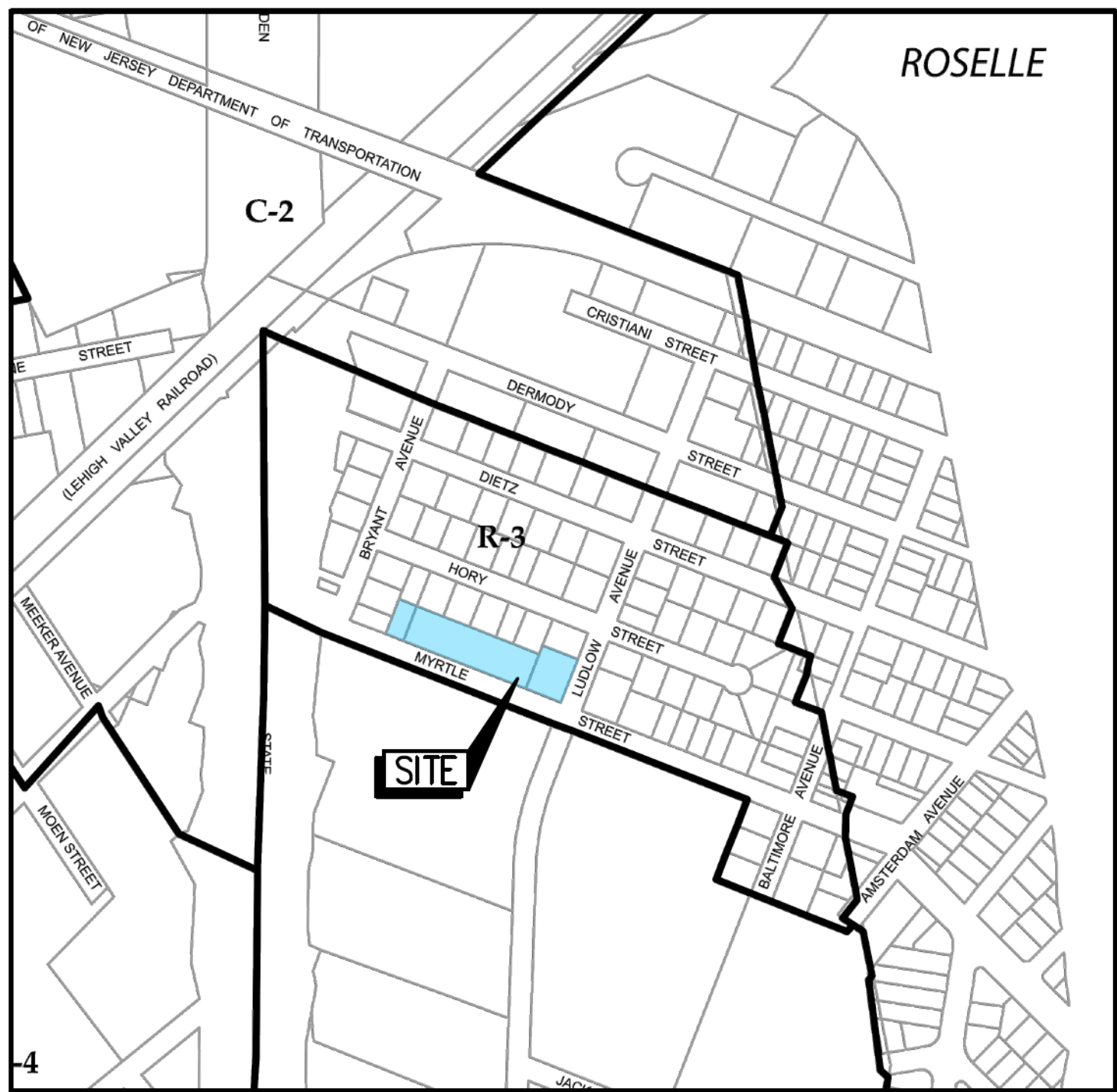
SELLER:

Township of Cranford

BY: 
Patrick Giblew, Mayor



- EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS IS FURNISHED BY THE UTILITY COMPANIES AND/OR THE SURVEYOR AND THE ACCURACY THEREOF IS NOT THE RESPONSIBILITY OF SCULLO ENGINEERING SERVICES, LLC. IT IS THE RESPONSIBILITY OF THE OWNERS AND/OR CONTRACTOR TO CALL 1-800-272-1000 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- THESE PLANS ARE NOT FOR CONSTRUCTION UNTIL "ISSUED FOR CONSTRUCTION" APPEARS IN THE TITLEBLOCK.



ZONING MAP

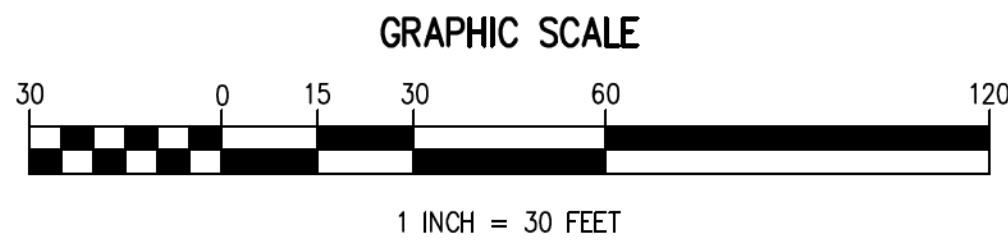
SCALE: 1" = 400'
SOURCE: ZONING MAP CRANFORD TOWNSHIP, DATED OCTOBER 2014

ZONING SCHEDULE

ORD. SECTION	R-3 RESIDENTIAL ZONING DISTRICT	PERMITTED OR REQUIRED	PROPOSED IMPROVEMENTS	CONFORMITY STATUS
225-36A(1)	USE	COMMUNITY RESIDENCES FOR DEVELOPMENTALLY DISABLED FOR 1-6 RESIDENTS, EXCLUDING STAFF	COMMUNITY RESIDENCE FOR DEVELOPMENTALLY DISABLED, 4 RESIDENTS	C
255-35 AND 225 ATTACHMENT 1	MINIMUM LOT AREA	8,000 SF	18,400 SF	C
	MINIMUM LOT WIDTH	65'	184'	C
	MINIMUM LOT WIDTH (CORNER)	75'	N/A	N/A
	MINIMUM FRONT YARD	25'/20' (SEE NOTE 1)	25'	C
	MINIMUM REAR YARD	7.5' (SEE NOTE 2)	29'	C
	MINIMUM SIDE YARD (ONE)	7'	33'	C
	MINIMUM SIDE YARD (BOTH)	19.5'	87'	C
	MAXIMUM IMPERVIOUS COVERAGE	38%	37.9%	C
	MAXIMUM BUILDING COVERAGE	28%	15.6%	C
	MAXIMUM BUILDING HEIGHT	2 1/2 STORIES/32'	1 STORY/<32'	C
	MAXIMUM ACCESS BUILDING	1 STORY/16'	1 STORY/16'	N/A
	MAXIMUM LOT DEPTH DISTANCE FOR LOT AREA MEASUREMENT	125'	100'	C
	MINIMUM LOT DEPTH	100'	100'	C
	MINIMUM DISTANCE TO GSP OR RAILROAD	100'	213' TO GSP 700' TO RR	C
	MINIMUM DISTANCE FROM BUILDING TO 1 OR 2 FAMILY RESIDENCE ZONE	N/A	N/A	N/A

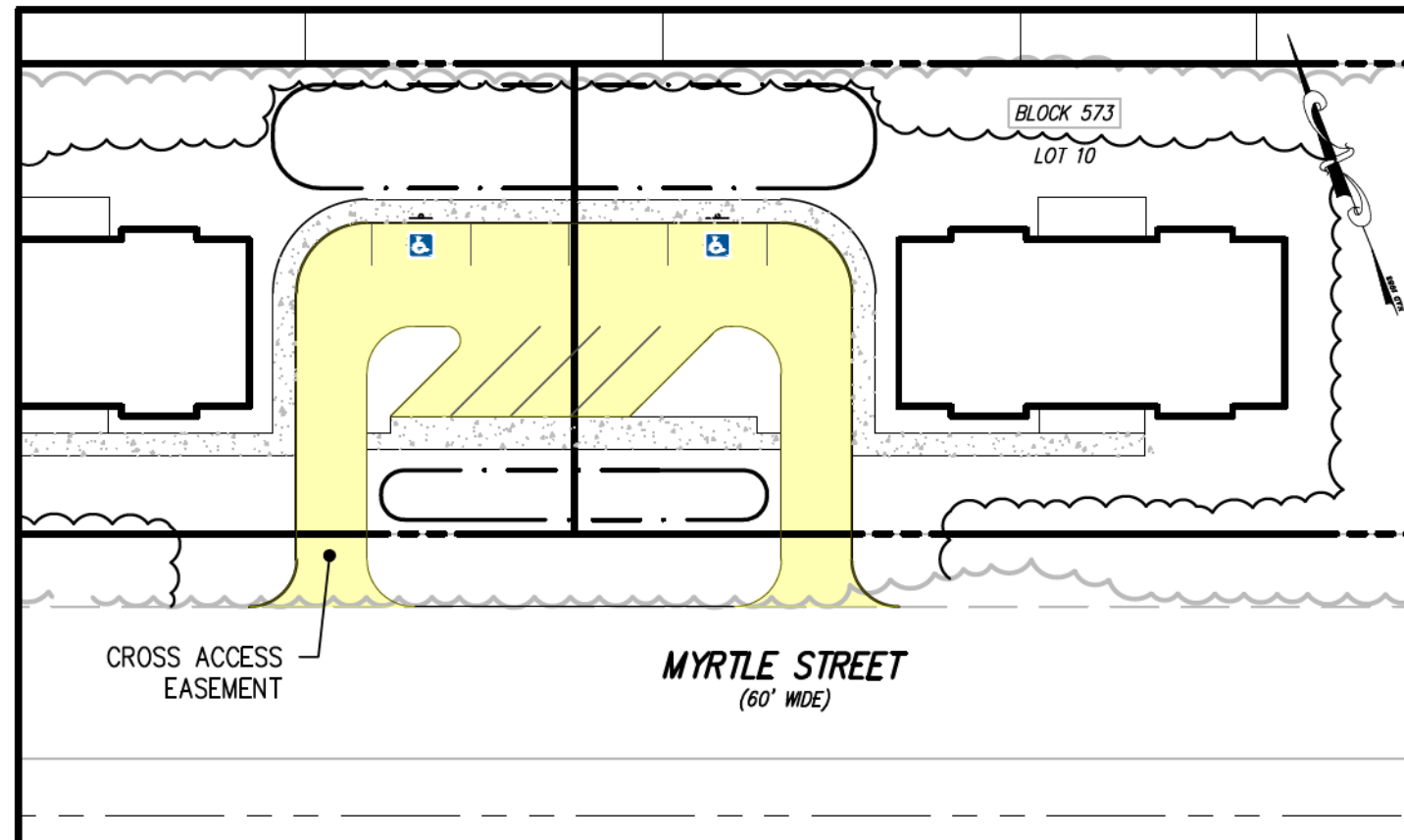
ZONING SCHEDULE NOTES:

- WHERE PREVAILING SETBACKS WITHIN 200' OF LOT ARE LESS THAN 20', A MINIMUM 20' FRONT YARD IS REQUIRED.
- MINIMUM REAR YARD IS 30% OF REQUIRED FRONT YARD FOR SETBACKS LESS THAN 100'.



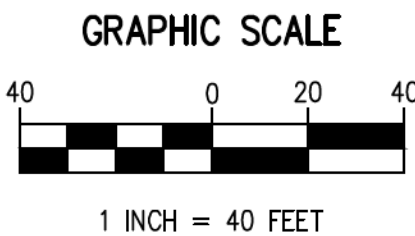
GENERAL NOTES

- EXISTING CONDITIONS TAKEN FROM GIS TAX MAP BOUNDARIES AND AERIAL PHOTOGRAPHY.
- PROPOSED DWELLINGS ARE AS PROVIDED BY KITCHEN & ASSOCIATES.



CROSS ACCESS EASEMENT DETAIL

SCALE: 1" = 40'



MONARCH HOUSING 83 MYRTLE STREET

BLOCK 573, LOTS 9, 10 & 12.01
CRANFORD TOWNSHIP, UNION COUNTY, NEW JERSEY

CONCEPT PLAN

KITCHEN & ASSOCIATES

756 MADISON AVENUE
COLLINGSWOOD, NJ 08108

DRAFT
9/18/2018

PROJECT NO.
K&A 001.01
SCALE
1" = 30'

DRAWING NO.
C2201
SHEET
1 OF 1

DRAFT	1	ISSUE NO.	RELEASED TO CLIENT & TOWNSHIP	LAT	JTS
DATE	BY	SUBMISSION/REVISION			APPR.

ALL DOCUMENTS PREPARED BY SCULLO ENGINEERING SERVICES, LLC ARE INSTRUMENTS OF SERVICE AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SCULLO ENGINEERING SERVICES, LLC. ANY REUSE WITHOUT WRITTEN PERMISSION OF SCULLO ENGINEERING SERVICES, LLC SHALL BE AT THE USER'S RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO SCULLO ENGINEERING SERVICES, LLC AND SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ENGINEER'S ETHICS AND STANDARDS OF PRACTICE. SCULLO ENGINEERING SERVICES, LLC AND ITS EMPLOYEES AND AGENTS ARE NOT TO BE HELD RESPONSIBLE FOR ANY DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING FROM THE USE OF THESE DOCUMENTS.

JASON T. SCULLO, P.E., P.P.
PROFESSIONAL ENGINEER, NEW JERSEY LICENSE NO. 24604586000
PROFESSIONAL PLANNER, NEW JERSEY LICENSE NO. 33100628400

jscullo@sculloengineering.com

SCULLO
ENGINEERING
SERVICES, LLC

9815 VENTNOR AVENUE, SUITE 3
MARGATE, NEW JERSEY 08402
PHONE: (609) 300-5171
www.sculloengineering.com

NJ CERTIFICATE OF AUTHORIZATION NO. 246A28290700

Appendix F
Iron Ore Properties, LLC April 13, 2020
Letter of Commitment to develop 201 Walnut Avenue

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2020-269

RESOLUTION AUTHORIZING THE EXECUTION OF A TERM SHEET WITH IRON ORE PROPERTIES, LLC CONCERNING THE POTENTIAL REDEVELOPMENT OF CERTAIN PROPERTIES

WHEREAS, the Township has entered into a settlement agreement with Fair Share Housing Center (FSHC), pursuant to which the Township has agreed to satisfy its Third Round Affordable Housing obligation through the redevelopment of certain properties; and

WHEREAS, one of those properties is 201 Walnut Avenue, Block 484, Lot 19.01, for which Iron Ore Properties, LLC ("Iron Ore") is the current owner or major partner of the entity which owns the property; and

WHEREAS, the FSHC Settlement anticipates the property will produce eight (8) affordable housing units in an overall development of approximately forty (40)-units; and

WHEREAS, Iron Ore is amenable to such a redevelopment of its property, particularly as a three-story age-targeted development with an eight (8)-bedroom group home; and

WHEREAS, Iron Ore is also the current owner or major partner of the entity which owns certain properties on South Avenue, which properties Iron Ore has proposed to redevelop as a mixed-used inclusionary development, with parking, social and fitness amenities, and ground floor retail space; and

WHEREAS, the Township is willing to enter into negotiations for a potential redevelopment of both the Walnut Avenue and South Avenue properties provided Iron Ore makes certain commitments regarding the number and character of affordable housing units such projects will yield in furtherance of the Township's Third Round affordable housing obligation; and

WHEREAS, the Township and Iron Ore have agreed to a Term Sheet of non-binding terms of such a potential negotiation, and binding terms regarding Iron Ore's commitment to provide affordable housing.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Cranford, in the County of Union, New Jersey, that the Mayor, Township Administrator, and Township Attorney are authorized to execute the Term Sheet in substantially the form on record in the Clerk's office.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held on August 11, 2020.



Patricia Donahue, RMC
Township Clerk

Date: February 16, 2021

TERM SHEET
FOR THE REDEVELOPMENT OF
SOUTH AVENUE & CHESTNUT STREET PROPERTIES

This Term Sheet reflects the principal terms of a proposal for the possible redevelopment of certain properties located on South Avenue and Chestnut Street, in the Township of Cranford. This Term Sheet summarizes key terms of the proposed redevelopment based on the limited information and due diligence conducted by the parties thus far.

The Parties. The Parties to this Term Sheet are the Township of Cranford ("Township") with municipal offices located at 8 Springfield Avenue, Cranford, New Jersey 07016 and Iron Ore Properties LLC ("Iron Ore") with its principal office located at 55 Bleeker Street, 2nd Floor, Millburn, New Jersey 07041, through its principals Joshua B. Sternberg, Josh M. Mann, Esq. and Brandon K. Boffard, Esq.

The Property. Iron Ore is the current owner or major partner in the entity which owns property located in Cranford, New Jersey and known as:

- a. 201 Walnut Avenue - Block 484, Lot 19.01 ("201 Walnut Ave.")
- b. 100-126 South Avenue E - Block 478, Lots 1.01, 1.02, 2, 3, 4, and 5;
- c. 32 High Street- Block- 478, Lot 6; and
- d. 2 Chestnut Street - Block 483, Lot 18 (*collectively, with 100-126 South Avenue and 32 High Street "South Ave.")

PART ONE: NON-BINDING PROVISIONS

A. The Proposed Project.

Iron Ore has proposed to redevelop the Properties as a mixed-use development project consisting of:

- a. South Ave.:
 - i. New construction of 55 residential dwelling units;
 - ii. New construction of commercial/retail space of approximately 5,800 square feet in size;
 - iii. Renovation and incorporation into the Project of the existing single-story commercial buildings located at 100-104 South Avenue to remain as commercial/retail space;
 - iv. Conversion of 2 Chestnut Street into overflow parking; and
 - v. Construction of related parking, site improvements and amenities.

The new construction will be a maximum of four stories high. The residential use will consist of a mix of one-bedroom, one-bedroom plus den, two-bedroom and three-bedroom units with indoor amenities and common areas, including fitness center and social gathering space. South Ave. shall also include outdoor amenities as well as upgraded hardscapes and landscapes,

pedestrian areas and other features customarily found in a first-class suburban downtown mixed-use development.

b. 201 Walnut Ave.:

- i. New construction of a single building containing 37 residential dwelling units;
- ii. A self-contained group home within the building; and
- iii. Construction of related parking, site improvements and amenities.

The residential use will consist of a mix of age-targeted one-bedroom, one-bedroom plus den, two-bedroom and three-bedroom units, with indoor amenities and common areas, including a social gathering space, as well as outdoor amenities. The building height and all rear-yard setbacks will conform with existing zoning for the property. Further, the second and third floors of the building fronting on Walnut Avenue facing the residential property will be further set-back to create outdoor common space.

The Project shall also include parking off-site pursuant to the Township's ordinances, the Redevelopment Plan when adopted and any Governmental Approvals. The final unit counts may be slightly adjusted to accommodate and ensure compliance with PART TWO, Section B of this Term Sheet. Further, the Project may include required off-site improvements, including but not limited to stormwater management and other infrastructure, as the parties mutually agree.

Iron Ore has requested that the Township publicly participate in the Project primarily in the form of engaging in the process to see if the Project area qualifies as an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-14 and, if so, the adoption of a redevelopment plan and a short term five (5) year tax abatement.

In addition, Iron Ore has requested that the Township evaluate the feasibility of a shared parking component involving property owned by the Township (Block 483, Lot 17.01). These forms of participation will allow Iron Ore to address public parking needs, provide public amenities and enhance the density and quality of development consistent with the Township's vision for the transit oriented development on the south side of the New Jersey Transit train station and the newly developed Riverfront at Cranford Station, a mixed use project fronting South Ave.

B. Escrow Fund. Iron Ore agrees to fund and pay for certain commercially reasonable costs including, among others, outside professional consultants such as attorneys, technical consultants, planners, engineers, financial consultants and appraisers, among others, and any other costs which the Township deems are related to the Project (the "Township Costs"). Prior to or simultaneous with the execution of a redevelopment agreement, Iron Ore shall pay in full any Township Costs that have been incurred prior to and up to the effective date of the redevelopment agreement.

As will be required by the redevelopment agreement, Iron Ore shall establish an escrow fund in an agreed upon initial amount, with appropriate and reasonable replenishment provisions, to pay for Township Costs incurred after the effective date of the redevelopment agreement.

Iron Ore shall reimburse the Township for the costs incurred by the Township in undertaking the initial Investigation Study, regardless of the Study's conclusions, whether or not the Property may be designated as an area in need of rehabilitation or if the Township determines not to proceed further with this process.

C. Iron Ore Obligations. Iron Ore shall construct, or cause to be constructed, all elements of the Project (including but not limited to Project infrastructure and Project improvements) within an agreed upon schedule, with certain milestones, in compliance with all applicable laws, Governmental Approvals, Final Site Plan and consistent with the adopted Redevelopment Plan as may be amended from time to time. All components above are subject to mutual collaborative refinement and consistent with or complementary to the Riverfront at Cranford Station development.

D. Short Term Five (5) Year Tax Abatement. Based on preliminary figures provided by Iron Ore and discussed with Township representatives, including the Township tax assessor, due to the inclusionary zoning obligations, the construction of a potential group home and the other public benefits of the Project, a 5-year tax abatement is likely appropriate for the Project. This remains subject to a full review and vote of the Township Committee.

E. Project Costs and Financing. Iron Ore agrees that all costs associated with the development and financing for the Project is their sole responsibility. Iron Ore represents that it either has obtained or will obtain financing for the Project, which financing will be a combination of debt financing and an equity contribution of Iron Ore along with its affiliates and investors. Iron Ore, along with its affiliates and investors, represents that it will contribute equity in an amount equal to at least 10% of the Project Costs. Iron Ore shall submit to the Township evidence of both firm commitments for mortgage financing and any equity capital necessary to commence construction of the Project, not later than thirty (30) days prior to the date scheduled for the commencement of construction. The Township agrees to accept a letter, in substance acceptable to the Township, from one or more Financial Institution(s), which evidences a firm commitment to provide financing for the construction of the Project in such time and manner so as to enable Iron Ore to adhere to the Project Schedule.

F. Project Schedule. Iron Ore shall provide a Project Schedule which materially sets forth the critical milestones of the Project. Iron Ore shall diligently implement and complete all aspects of the Project by the completion dates set forth in the Project Schedule subject only to relief resulting from the occurrence of a tolling event or uncontrollable circumstance to be defined in the redevelopment agreement. After commencement of construction, Iron Ore will thereafter diligently and continuously prosecute the Project in accordance with the Project Schedule to completion.

G. Iron Ore's Financial Commitment. Iron Ore represents that it has the capability of obtaining all requisite debt and equity financing in an amount sufficient to fund the construction

of the Project, including any necessary environmental remediation, and to complete the Project Improvements in all respects in accordance with the Project Schedule.

H. Project Costs. All costs of implementing and completing the Project including but not limited to the cost of obtaining Governmental Approvals, all Remediation Costs, the cost of designing and constructing all Project Improvements, all financing costs, all leasing costs for the Project Improvements, and all Township Costs shall be borne by Iron Ore ("Project Costs"). The Township shall not be responsible for any costs associated with the Project.

I. Non-Binding. This Term Sheet is an outline of terms. The paragraphs and provisions of Part One of this Term Sheet do not constitute and will not give rise to any legally binding obligation on the part of any of the Parties. To the contrary, this Term Sheet is only a summary of the basic terms of a possible transaction, which may be agreed in principle only. Although this Term Sheet identifies many of the material issues, any possible transaction is complex and issues may arise during preparation and negotiation of definitive documentation that have not been discussed in this Term Sheet.

Moreover, except as expressly provided in the Binding Provisions (or as expressly provided in any binding written agreement that the Parties may enter into in the future), no past or future action, course of conduct, or failure to act relating to the Project, or relating to the negotiation or the terms of the Project or the Redevelopment Agreement, will give rise to or serve as a basis for any obligation or other liability on the part of any of the Parties.

Accordingly, any and all obligations of the Township and Township Planning Board are subject to appropriation of sufficient funds to meet those obligations. Additionally, none of the parties to this Term Sheet are under any obligation or duty to attempt to negotiate a transaction or any related documentation or, if such negotiations commence, to continue such negotiations. Nonetheless, by approving this Term Sheet, each party indicates its good faith belief that this Term Sheet may form the basis for a transaction and their respective willingness to commence negotiation and preparation of definitive documentation toward that end.

PART TWO: BINDING PROVISIONS

A. Investigation Study. The Township will commence the process pursuant to N.J.S.A. 40A:12A-14, including an investigation study of the Property, to see if the Project area qualifies as an area in need of rehabilitation.

B. Affordable Housing Units. The Project shall include affordable housing units sufficient to create affordable housing credits that comply with the Fair Housing Act ("FHA") N.J.A.C. 5:93 and in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, equal to at least twenty-percent (20%) of the total dwelling units constructed (fractional units round up). At least 50% of all units shall be low or

very low income. Very low income shall be defined pursuant to the FHA. All units shall be deed restricted for a period of at least 30 years.

The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action and at least 55% will be treated as family affordable rental units, and that the credits will be applied as the Township deems fit.

The developer shall comply with all applicable phasing requirements for the entire Project as provided for in relevant UHAC and COAH regulations, regardless of units that may be constructed offsite.

C. Performance Security Iron Ore shall deliver, or cause the delivery of, the performance security to the Township in order to secure Iron Ore's obligations to complete construction of any public improvements in accordance with the provisions and requirements of the redevelopment agreement.

D. Prohibition Against Speculative Development. Iron Ore covenants that its undertaking of the Project shall be for the purpose of redevelopment of the Project Property and not for speculation in redevelopment. Iron Ore acknowledges that a change in ownership or control of Iron Ore shall be considered by the Township to be a material change that any successor in interest of Iron Ore (whether voluntary or involuntary) shall not acquire any interest in or rights or powers under the redevelopment agreement.

E. Retention of Title to Property – Iron Ore to Retain its Existence. Iron Ore shall not effect or permit any change, directly or indirectly, in the ownership or control of the Project Property, or any portion thereof, assign or attempt to assign or convey any interest in the redevelopment agreement or any rights therein, or make any total or partial sale, transfer, or conveyance of the whole or any part of its interest in the Project Site or Project Improvements, except to affiliates or entities in which Iron Ore remains a controlling party.

F. Neighborhood Impacts. Iron Ore acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Project. Iron Ore shall take all steps that are reasonably necessary in order to minimize any potential negative effects that construction of the Project may produce, including, without limitation, dust, debris and noise.

G. No Reliance. IRON ORE AGREES, ACKNOWLEDGES AND REPRESENTS THAT IT IS ENTERING INTO THIS TERM SHEET AND SHALL PERFORM ALL OF ITS OBLIGATIONS HEREUNDER AND CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS TERM SHEET SOLELY IN RELIANCE ON AND AS A RESULT OF IRON ORE'S OWN INVESTIGATIONS AND EFFORTS AND AT IRON ORE'S SOLE RISK. IRON ORE ACKNOWLEDGES AND AGREES THAT IT WILL ONLY UNDERTAKE DEVELOPMENT OF THE PROJECT IN ACCORDANCE WITH THE

Appendix G
Resolution of Intent to Fund Spending Plan Shortfall

**TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY**

RESOLUTION 2020-__

**A RESOLUTION APPROPRIATING FUNDS OR BOND
IN THE EVENT OF A SHORTFALL IN FUNDING FOR
THE TOWNSHIP'S RENTAL REHABILITATION PROGRAM**

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on November 20, 2018, the Township of Cranford (hereinafter "Cranford" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, to be amended as necessary, 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, and ultimately secured, a protective order providing Cranford immunity from all exclusionary zoning lawsuits while it pursues approval of its Housing Element and Fair Share Plan, which is still in full force and effect; and

WHEREAS, the Township anticipates adopting its Housing Element and Fair Share Plan on or about March 9, 2021; and

WHEREAS, the Township has prepared a Spending Plan consistent with N.J.A.C. 5:97-8.1 – 8.14 and P.L. 2008, c.46; and

WHEREAS, in the event the funding sources as identified in the Spending Plan prove inadequate to complete the affordable housing programs included in the Township's Housing Element and Fair Share Plan, and any future amendments thereof; and to the extent permitted by law, the Township shall provide sufficient funding to address any shortfalls.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Cranford in the County of Union, and the State of New Jersey, that the Township does hereby agree to appropriate funds or authorize the issuance of debt to fund any shortfall in its rental rehabilitation program and market to affordable program that may arise whether due to inadequate funding from other sources or for any other reason; and

BE IT FURTHER RESOLVED that the Township may repay debt through future collections of development fees and in-lieu contributions, as such funds become available; and

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, and Township Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

Certified to be a true copy of the resolution appropriating funds or bonds in the event of a shortfall in funding for the Township's rental rehabilitation program and market to affordable program for the Township of Cranford, County of Union on February 23, 2021.

Dated:

Patricia Donahue, RMC
Township Clerk

DRAFT

TOWNSHIP'S REQUIREMENTS UNDER THE REDEVELOPMENT PLAN AND THE REDEVELOPMENT AGREEMENT. IRON ORE ACKNOWLEDGES THAT THIS SECTION SERVES AS AN ESSENTIAL COMPONENT OF THE CONSIDERATION FOR THE TOWNSHIP ENTERING INTO THIS TERM SHEET.

H. No Warranty of Suitability. Iron Ore specifically acknowledges that the Township makes no representation or warranty, expressed or implied or otherwise, as to the Project or Project Improvement or the Project Site's fitness for use for any particular purpose, condition or durability thereof, or that it will be suitable for Iron Ore's purposes.

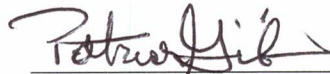
I. Termination. This Term Sheet may be terminated by any Party upon written notice to the other Party at any time after one-hundred twenty (120) days from the conclusion of the public hearing on the Investigation Study prepared pursuant to Part Two, Section A

WITNESS/ATTEST:



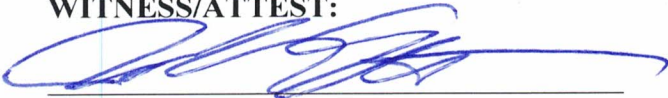
By: Patricia Donahue, RMC, Township Clerk

TOWNSHIP OF CRANFORD



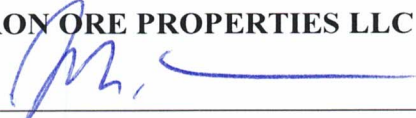
By: Patrick Giblin, Mayor

WITNESS/ATTEST:



By: Joshua B. Sternberg

IRON ORE PROPERTIES LLC



By: Josh M. Mann

Appendix H
Affirmative Marketing Plan

**TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY**

**RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE
TOWNSHIP OF CRANFORD**

WHEREAS, in accordance with applicable Committee on Affordable Housing (“COAH”) regulations and the New Jersey Uniform Housing Affordability Controls (“UHAC”) N.J.A.C. 5:80-26, et seq., the Township of Cranford is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 2, the Housing Region encompassing the Township of Cranford;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Committee of the Township of Cranford, County of Union, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of Cranford shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq. This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low or moderate-income units, including those that are part of the Township’s prior round obligation and its current Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- B. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract with the Township of Cranford. All the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of the affordable unit(s).
- C. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township, shall undertake all the following strategies:
 - 1. Review, approve and ensure that the developers/sellers/owners publish at least one advertisement in a newspaper of general circulation within the housing region.
 - 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 - 3. At least one additional regional marketing strategy using one of the other sources listed below at Sec. E of this plan.
- D. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or

sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 in which the Township is located and covers the entire period of deed restriction for each restricted housing unit.

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

1. All newspaper articles, announcements and requests for applications for very low, low, and moderate-income units shall appear in the Star Ledger and Westfield Leader.

The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program and subsequently utilizing internet advertisements each month thereafter until all available units have been leased. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements must be approved in advance by the Township's Administrative Agent.

Advertisements will also be placed on the following websites:

Cranford Township - <http://www.cranfordnj.org>

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

CGP&H - AffordableHomesNewJersey.com

Advertisements posted to NJHRC will occur on or before the earlier of:

- (1) at least 60 days prior to conducting a lottery of the applicants; or
- (2) within one day following when the owner, developer, property manager, or other administrative entity provides any information regarding how to apply for units to prospective applicants or solicits any applications from potential applicants through any other means.

The posting on NJHRC shall include, at a minimum:

- i. The date that the affordable housing units are expected to be completed,
- ii. The date of the lottery,
- iii. The number of affordable housing units,
- iv. An accounting of how many of the affordable housing units will be available to very low-, low-, and moderate-income households, and
- v. Each bedroom size that will be available.

1. The advertisement shall include a description of the:
 - i. Street address(es) of the units;
 - ii. Directions to the units;
 - iii. Range of prices for the units;
 - iv. Number of bedrooms in the affordable units (bedroom mix);
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application;
 - viii. Application fees, if any;
 - ix. Number of units currently available; and
 - x. Anticipated dates of availability.
2. Advertisements will be broadcast on at least one regional cable television or radio station.
3. Applications shall be mailed or emailed by the Administrative Agent to the prospective applications upon request. However, when on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix II, and will also be made available on the Township's website. Also, information on how to apply shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request.
4. The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Morris, Essex, Union, and Warren Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers. Please see Appendix I for a complete list.
 - i. Quarterly information shall be sent to each of the following agencies with a request for publication in their journals and for circulation among their members:

North Central Jersey Association of Realtors
West Essex Board of Realtors
Warren County Board of Realtors

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

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

- iii. Quarterly information shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix I in accordance with the Region 2 Affirmative Marketing Plan.
- iv. Quarterly information and copies of any press releases and advertisements of the availability of very low, low and moderate-income housing shall be sent to the following additional community and regional organizations:

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

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

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

Homecorp (17 Talbot Street, Montclair, NJ, 07042)

Housing Partnership (2 East Blackwell Street, Suite 12, Dover, NJ, 07801)

Union County Housing Coalition (118 Division Street, Elizabeth, NJ 07201)

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

Warren County Administration Building (165 County Route 519 South, Belvidere NJ 07823)

Warren County North East Branch Library (40 US Highway 46, Hackettstown NJ 07840)

Morris County Library (30 E. Hanover Ave., Whippany NJ 07981)

Morris County Administration Building (10 Court Street, Morristown NJ, 07960)

Warren County Library Headquarters (2 Shotwell Dr., Belvidere NJ 07823)

Essex County/Hall of Records (465 Dr. Martin Luther King Dr., Newark NJ 07102)

Union County/Administration Building (10 Elizabethtown Plaza, Elizabeth NJ 07207)

Cranford Municipal Building (8 Springfield Ave., Cranford, NJ 07016)

Cranford Public Library (224 Walnut Ave., Cranford, NJ 07016)

5. A random selection method to select occupants of very low, low and moderate-income housing will be used by the Township's Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l).
6. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 2 comprised of Morris, Essex, Union, and Warren Counties.
7. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
8. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate-income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
9. All developers/owners of very low, low and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy.
10. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Township-wide Affirmative Marketing Plan that the Administrative Agent shall

also review and approve a separate Affirmative Marketing Plan for every new affordable development in Cranford that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 2, which is attached hereto as Appendix III.

11. The Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Township a Final Judgment of Compliance and Repose.
12. **BE IT FURTHER RESOLVED** that the appropriate Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

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

APPROVED this ____ day of ____, 2020.

ATTEST:

Patty Donahue, Township Clerk

Appendix I: Cranford Affirmative Marketing Mailing List

<u>Business Name</u>	<u>Additional name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>County</u>	<u>Type of Organization</u>
Roseland Free Public Library		20 Roseland Ave.		Roseland, NJ 07068	ESSEX COUNTY	Libraries
West Caldwell Public Library		30 Clinton Rd.		West Caldwell, NJ 07006	ESSEX COUNTY	Libraries
South Orange Public Library		65 Scotland Rd.		South Orange, NJ 07079	ESSEX COUNTY	Libraries
The Orange Public Library		348 Main St.		Orange, NJ 07050	ESSEX COUNTY	Libraries
Verona Free Public Library		17 Gould Street		Verona, NJ 07044	ESSEX COUNTY	Libraries
West Orange Free Public Library		46 Mt. Pleasant Ave.		West Orange, NJ 07052	ESSEX COUNTY	Libraries
Boonton Holmes Public Library		621 Main St.		Boonton, NJ 07005	MORRIS COUNTY	Libraries
Chatham's Joint Free Public Library		214 Main St.		Chatham, NJ 07928	MORRIS COUNTY	Libraries
Chester Library		250 West Main St.		Chester, NJ 07930	MORRIS COUNTY	Libraries
Denville Free Public Library		121 Diamond Spring Rd.		Denville, NJ 07834	MORRIS COUNTY	Libraries
Dover Free Public Library		32 E. Clinton St.		Dover, NJ 07801	MORRIS COUNTY	Libraries
East Hanover Township Free Public Library		415 Ridgedale Ave.		East Hanover, NJ 07936	MORRIS COUNTY	Libraries
Florham Park Free Public Library		107 Ridgedale Ave.		Florham Park, NJ 07932	MORRIS COUNTY	Libraries
Harding Township Library		21 Blue Mill Rd.		New Vernon, NJ 07976	MORRIS COUNTY	Libraries

Kinnelon Public Library		132 Kinnelon Rd.		Kinnelon, NJ 07405	MORRIS COUNTY	Libraries
Lincoln Park Public Library		12 Boonton Turnpike		Lincoln Park, NJ 07035	MORRIS COUNTY	Libraries
Long Hill Township Free Public Library		917 Valley Rd.		Gillette, NJ 07980	MORRIS COUNTY	Libraries
Mendham Free Public Library		10 Hilltop Rd.		Mendham, NJ 07945	MORRIS COUNTY	Libraries
Mendham Township Library		2 East Main St.		Brookside, NJ 07926	MORRIS COUNTY	Libraries
Montville Township Public Library		90 Horseneck Rd.		Montville, NJ 07045	MORRIS COUNTY	Libraries
Morris County Library		30 E. Hanover Ave.		Whippany, NJ 07981	MORRIS COUNTY	Libraries
Morris Plains Library		77 Glenbrook Rd.		Morris Plains, NJ 07950	MORRIS COUNTY	Libraries
Morristown-Morris Twp Joint Public Library		1 Miller Rd.		Morristown, NJ 07960	MORRIS COUNTY	Libraries
Mount Arlington Public Library		333 Howard Blvd.		Mount Arlington, NJ 07856	MORRIS COUNTY	Libraries
Mount Olive Public Library		202 Flanders-Drakestown Rd.		Flanders, NJ 07836	MORRIS COUNTY	Libraries
Mountain Lakes Free Public Library		9 Elm Rd.		Mountain Lakes, NJ 07046	MORRIS COUNTY	Libraries
Parsippany-Troy Hills Public Library		449 Halsey Rd.		Parsippany, NJ 07054	MORRIS COUNTY	Libraries
Randolph Township Free Public Library		28 Calais Rd.		Randolph, NJ 07869	MORRIS COUNTY	Libraries
Riverdale Public Library		93 Newark Pompton Tpke		Riverdale, NJ 07457	MORRIS COUNTY	Libraries

Rockaway Borough Free Public Library		82 E. Main St.		Rockaway, NJ 07866	MORRIS COUNTY	Libraries
Rockaway Township Free Public Library		61 Mount Hope Rd.		Rockaway, NJ 07866	MORRIS COUNTY	Libraries
Roxbury Township Public Library		103 Main St.		Succasunna, NJ 07876	MORRIS COUNTY	Libraries
Washington Twp Public Library-Morris		37 E. Springtown Rd.		Long Valley, NJ 07853	MORRIS COUNTY	Libraries
Wharton Public Library		15 S. Main St.		Wharton, NJ 07885	MORRIS COUNTY	Libraries
Whippanong Library-Hanover Township		1000 Route 10		Whippany, NJ 07981	MORRIS COUNTY	Libraries
Clark Public Library		303 Westfield Ave.		Clark, NJ 07066	UNION COUNTY	Libraries
Elizabeth Free Public Library		11 South Broad. St.		Elizabeth, NJ,07202	UNION COUNTY	Libraries
Fanwood Memorial Library		5 Forrest Road		Fanwood, NJ 07023	UNION COUNTY	Libraries
Garwood Free Public Library		411 Third Ave.		Garwood, NJ 07027	UNION COUNTY	Libraries
Hillside Free Public Library		1409 Liberty Avenue		Hillside, NJ 07205	UNION COUNTY	Libraries
Kenilworth Public Library		548 Blvd.		Kenilworth, NJ 07033	UNION COUNTY	Libraries
Linden Free Public Library		31 E. Henry St.		Linden, NJ 07036	UNION COUNTY	Libraries
Mountainside Free Public Library		1 Constitution Plaza		Mountainside, NJ 07092	UNION COUNTY	Libraries
New Providence Memorial Library		377 Elkwood Ave.		New Providence, NJ 07974	UNION COUNTY	Libraries
Plainfield Free Public Library		800 Park Ave.		Plainfield, NJ 07060	UNION COUNTY	Libraries

Rahway Public Library		2 City Hall Plaza		Rahway, NJ 07065	UNION COUNTY	Libraries
Roselle Free Public Library		104 W. Fourth Ave.		Roselle, NJ 07203	UNION COUNTY	Libraries
Roselle Park Veterans Memorial Library		404 Chestnut St.		Roselle Park, NJ 07204	UNION COUNTY	Libraries
Scotch Plains Public Library		1927 Bartle Ave.		Scotch Plains, NJ 07076	UNION COUNTY	Libraries
Springfield Free Public Library		66 Mountain Ave.		Springfield, NJ 07081	UNION COUNTY	Libraries
Summit Free Public Library		75 Maple St.		Summit, NJ 07901	UNION COUNTY	Libraries
Union Free Public Library		1980 Morris Ave.		Union, NJ 07083	UNION COUNTY	Libraries
Westfield Memorial Library		550 E. Broad. St.		Westfield, NJ 07090	UNION COUNTY	Libraries
Catherine D. Hofman Library		4 Lambert Rd.		Blairstown, NJ 07825-9348	Warren County	Libraries
Hackettstown Public Library		110 Church St.		Hackettstown, NJ 07840-2206	Warren County	Libraries
Oxford Public Library		42 Washington Avenue		Oxford, NJ 07863	Warren County	Libraries
Phillipsburg Free Public Library		200 Frost Ave.		Phillipsburg NJ 08865	Warren County	Libraries
W H Walters Free Library		1001 East Blvd		Phillipsburg NJ 08865-4418	Warren County	Libraries
Warren Co. Library		199 Hardwick St.		Belvidere, NJ 07823	Warren County	Libraries
Warren Co. Community College Library		475 Route 57 West		Washington, NJ 07882	Warren County	Libraries

Washington Public Library		20 West Carlton Ave.		Washington, NJ 07882-1202	Warren County	Libraries
A.J. Seabra inc,		574 Ferry St		Newark, NJ 07105-4402	Essex COUNTY	Major Employers
Applied Business Concepts		324 Bellville Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Major Employers
Berkeley College		536 Broad. St.		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Cambridge Bagel Factory		648 Bloomfield Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Major Employers
Hoffman La Roche		340 Kingsland St.		Nutley, NJ 07110	ESSEX COUNTY	Major Employers
Horizon Blue Cross & Blue Shield		3 Penn Central Railroad		Newark, NJ 07105	ESSEX COUNTY	Major Employers
Horizon Business Products		753 N. 6th St.		Newark, NJ 07102	ESSEX COUNTY	Major Employers
IDT Telecom		520 Broad. St.		Newark, NJ 07102	ESSEX COUNTY	Major Employers
PNC Bank - Bloomfield Center		2 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Major Employers
Prudential Financial		751 Broad. St.		Newark, NJ 07102	ESSEX COUNTY	Major Employers
PSEG		80 Park Plaza		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Rutgers		1 Washington Place	Suite 590	Newark, NJ 07102	ESSEX COUNTY	Major Employers
Stanlar Industries		24 Federal Plaza		Bloomfield, NJ 07003	ESSEX COUNTY	Major Employers
Verizon Business		271 Mount Pleasant Ave.		West Orange, NJ 07090	ESSEX COUNTY	Major Employers
AT&T		15 Midlan Ave #1		Paramus, NJ 07932	MORRIS COUNTY	Major Employers

Atlantic Health System- Morristown Memorial Hospital		100 Madison Ave.		Morristown, NJ 07962	MORRIS COUNTY	Major Employers
Kraft foods		200 Deforest Ave.		East Hanover, NJ 07936	MORRIS COUNTY	Major Employers
Lucent Technologies		24 Mountain Ave.		Mendham, NJ 07945	MORRIS COUNTY	Major Employers
Mennen Sports Arena		161 E Hanover Ave		Morristown, NJ 07960	MORRIS COUNTY	Major Employers
Novartis Pharmaceutical		59 State Route 10		East Hanover, NJ 07936	MORRIS COUNTY	Major Employers
St. Clare's Hospital		130 Powerville Rd.		Boonton Township, NJ 07005	MORRIS COUNTY	Major Employers
St. Clare's Hospital		25 Pocono Rd.		Denville, NJ 07834	MORRIS COUNTY	Major Employers
St. Clare's Hospital		400 West Blackwell St.		Dover, NJ 07801	MORRIS COUNTY	Major Employers
St. Clare's Hospital		3219 Route 46 East, Suite 110		Parsippany, NJ 07054	MORRIS COUNTY	Major Employers
UNION COUNTY College		1033 Springfield Ave.		Cranford,NJ 07016	MORRIS COUNTY	Major Employers
A&M Industrial Supply Co		37 West Cherry Street	PO Box 1044	Rahway, NJ 07065	UNION COUNTY	Major Employers
Comcast Network		800 Rahway Ave.		Union, NJ 07084	UNION COUNTY	Major Employers
Howard Press		450 W 1st Avenue		Roselle, NJ 07203	UNION COUNTY	Major Employers
Lucent Technologies		600 Mountain Ave.		Murray Hill, NJ 07974-2008	UNION COUNTY	Major Employers
Rahway Hospital		865 Stone St.		Rahway, NJ 07065	UNION COUNTY	Major Employers

Rotuba Extruders, Inc		1401 Park Ave. South		Linden, NJ 07036	UNION COUNTY	Major Employers
ARC Warren County		319 W. Washington Ave. #2		Washington, NJ 07882	Warren County	Major Employers
Asbury Graphite		P.O. Box 144		Asbury, NJ 08802	Warren County	Major Employers
Atlantic States Cast Iron Pipe Co.		183 Sitgreaves St.		Phillipsburg, NJ 08865	Warren County	Major Employers
Bihler of America		85 Industrial Dr.		Alpha, NJ 08865	Warren County	Major Employers
Blair Academy		2 Park Street	PO Box 600	Blairstown, NJ 07825	Warren County	Major Employers
Captive Plastics, Inc.		190 Strykers Rd.		Phillipsburg, NJ 08865	Warren County	Major Employers
Centenary College		400 Jefferson St		Hackettstown, NJ 07840	Warren County	Major Employers
Hackettstown Hospital		651 Willow Grove St.		Hackettstown, NJ 07840	Warren County	Major Employers
Hunterdon Transformer		75 Industrial Dr.		Phillipsburg, NJ 08865	Warren County	Major Employers
Lopatcong Care Center		390 Red School Lane		Phillipsburg, NJ 08865	Warren County	Major Employers
Masterfoods		800 High St.		Hackettstown, NJ 07840	Warren County	Major Employers
Nova Borealis Compounds LLC		176 Thomas Rd.		Port Murray, NJ 07865	Warren County	Major Employers
Roche Vitamins		206 Roche Dr.		Belvidere, NJ 07823	Warren County	Major Employers
St. Luke's Hospital - Warren Campus		185 Roseberry St.		Phillipsburg, NJ 08865	Warren County	Major Employers
Comcast of Northwest NJ		155 Port Murray Rd.		Port Murray, NJ 07865	Warren County	Media

Star-Ledger		1 Star Ledger Plaza		Newark, NJ 07102	Warren County	Media
Agape Worship Center		33 West St. #100		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Bethany United Presbyterian		293 West Passaic Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Bethel Church of Love & Praise		55 Lawrence St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Bloomfield Presbyterian		147 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Brookdale Baptist Church		1350 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Christian Bible Center		430 Franklin St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Christian Faith Center		132 Montgomery St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
First Baptist Church		1 Washington St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Korean United Presbyterian Church		27 Bay Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
New Life Christian Church		12 Prospect St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
New Light Baptist Church		91 Dewey St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Park United Methodist Church		12 Park St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Personnel Board of the Newark Archdiocese		194 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Presbyterian Church on the Green		147 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings

Presbytery of Newark		192 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Sacred Heart Church		76 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Saint Thomas the Apostle		60 Byrd Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Saint Valentines		120 North Spring St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Skyline Community Church		498 Watchung Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Temple Ner Tamid		936 Broad. St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Union Baptist Church		21 Conger St.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Watchung Presbyterian Church		375 Watchung Ave.		Bloomfield, NJ 07003	ESSEX COUNTY	Religious Buildings
Mountaintop Church		6 Naughtright Rd.		Hackettstown, NJ 07840	Warren County	Religious Buildings
St. James Episcopal Church		214 Washington St.		Hackettstown, NJ 07840	Warren County	Religious Buildings
Washington Assembly of God Church		33 Brass Castle Rd.		Washington, NJ 07882	Warren County	Religious Buildings
Belleville Senior Center		125 Franklin Avenue		Belleville, NJ 07109	ESSEX COUNTY	Social Service Buildings
Belleville Senior Citizen Club		518 Washington Ave.		Belleville, NJ 07109	ESSEX COUNTY	Social Service Buildings
Essex Co. Board of Social Services		50 South Clinton		East Orange, NJ 07018	ESSEX COUNTY	Social Service Buildings
Essex Co. Community Action		50 South Clinton #3		East Orange, NJ 07018	ESSEX COUNTY	Social Service Buildings
Essex Co. Division of Senior Services		900 Bloomfield Avenue		Verona, NJ 07044	Essex County	Social Service Buildings

Essex Co. Division of Welfare		18 Rector St. - 9th Floor		Newark, NJ 07102	ESSEX COUNTY	Social Service Buildings
Fairfield Golden Age Club		230 Fairfield Rd.		Fairfield, NJ 07004	ESSEX COUNTY	Social Service Buildings
Grover Cleveland Senior Center	Borough of Caldwell	1 Provost Square		Caldwell, NJ 07006	ESSEX COUNTY	Social Service Buildings
Morris Co. Department of Senior, Disability and Veteran Services		340 W. Hanover Ave		Morris, NJ 07961	Morris County	Social Service Buildings
Morris Co. Family Services		County of Morris	PO Box 900	Morristown, NJ 07963-0900	MORRIS COUNTY	Social Service Buildings
Morris Co. Human Services		30 Schuyler Place		Morristown, NJ 07960	MORRIS COUNTY	Social Service Buildings
Morris Co. Office of Assistance		P.O. Box 900	340 W. Hanover	Morristown, NJ 07963	MORRIS COUNTY	Social Service Buildings
Community Access Unlimited		80 Grand St., # 2		Elizabeth, NJ 07202	UNION COUNTY	Social Service Buildings
Jewish Family Service of Central Jersey		655 Westfield Ave.		Elizabeth, NJ 07202	UNION COUNTY	Social Service Buildings
Salvation Army		1005 East Jersey St.		Elizabeth, NJ 07202	UNION COUNTY	Social Service Buildings
UNION Co. Social Services Department		342 Westminster Ave.		Elizabeth, NJ 07202	UNION COUNTY	Social Service Buildings
North West NJ Community Action Program		350 Marshall St.		Phillipsburg, NJ 08865	Warren County	Social Service Buildings
Warren Co. Divi. of Aging and Disability Svcs.	Wayne Dumont, Jr. Admin. Bldg.	165 County Route 519 South		Belvidere, NJ 07823-1949	Warren County	Social Service Buildings
Warren Co. Administration Building		165 County Route 519 South		Belvidere, NJ 07823	Warren County	Social Service Offices/Administration Buildings
Warren Co. Division of Senior Services	Wayne Dumont Jr. Admin. Bldg.	165 County Rte 519 So.		Belvidere, NJ 07823	Warren County	Social Service Offices/Administration Buildings

Warren Co. Social Services	Court House Annex	501 Second St.		Belvidere, NJ 07823	Warren County	Social Service Offices/Administration Buildings
St. Barnabas Hospital		94 Old Short Hills Road		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
St. Barnabas Hospital Ambulatory Care		200 South Orange Avenue		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
Care One		68 Passaic Ave		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
Livingston Board of Education		11 Foxcroft Drive		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
ARC of Essex County		123 Naylor Ave		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
Summit Medical		75 E. Northfield Road		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
Essex Regional Health		204 Hillside Ave		Livingston, NJ 07039	ESSEX COUNTY	Major Employers
United Way of Northern New Jersey - Millburn		P.O. Box 546		Millburn, NJ 07041	ESSEX COUNTY	Social Service Offices/Administration Buildings
Westfield United Way Fund		301 North Avenue West		Westfield, NJ 07090	UNION COUNTY	Social Service Offices/Administration Buildings
United Way of Greater Union County		33 West Grand Street		Elizabeth, NJ 07202	UNION COUNTY	Social Service Offices/Administration Buildings
United Way of Northern New Jersey		PO Box 1948		Morristown, NJ 07962	MORRIS COUNTY	Social Service Offices/Administration Buildings
United Way of Essex and West Hudson		60 Park Place, Suite 1400		Newark, NJ 07102	ESSEX COUNTY	Social Service Offices/Administration Buildings
Urban League of Union County		288 N Broad St #2		Elizabeth, NJ 07208	UNION COUNTY	Social Service Offices/Administration Buildings

Fair Share Housing Center		510 Park Blvd		Cherry Hill, NJ 08002		
New Jersey State Conference of the NAACP		13 East Front St		Trenton, NJ 08608	Mercer County	Social Service Organization
Latino Action Network		PO Box 943		Freehold, NJ 07728		
Warren/Sussex County Branch Unit of the NAACP		President: Charles Boddy	PO Box 229	Washington 07882		
Women Helping Women		530 Elm St		Westfield, NJ 07090	Union County	Social Service Offices/Administration Buildings
Oranges and Maplewood NAACP		PO Box 1127		East Orange, NJ 07019	ESSEX COUNTY	Social Service Offices/Administration Buildings
Newark NAACP		PO Box 1262		Newark, NJ 07102-1262		
Morris Co. NAACP		PO Box 2256		Morristown, NJ 07960		
Elizabeth NAACP		PO Box 6732		Elizabeth, NJ 07206		
Supportive Housing Association		185 Valley Street		South Orange, NJ 07079	ESSEX COUNTY	Social Service Agency
St. Agnes RC Church		332 Madison Hill Road		Clark, NJ 07066	Union County	Religious Organization
St. John the Apostle Church		1805 Penbrook Terrace		Linden, NJ 07036	Union County	Religious Organization
Jehovah's Witness		1170 Old Raritan Road		Clark, NJ 07066	Union County	Religious Organization
Union County Baptist Church		4 Valley Road		Clark, NJ 07066	Union County	Religious Organization
St. Helen's RC Church		1600 Rahway Ave.		Westfield, NJ 07090	Union County	Religious Organization

Zion Lutheran Church		559 Raritan Rd.		Clark, NJ 07066	Union County	Religious Organization
Osceola Presbyterian Church		1689 Raritan Rd.		Clark, NJ 07066	Union County	Religious Organization
Cranford United Methodist Church		201 Lincoln Ave.		Cranford, NJ 07016	Union County	Religious Organization
Garwood Presbyterian Church		341 Spruce Ave.		Garwood, NJ 07027	Union County	Religious Organization
Oasis Christian Center		2052 St. Georges Ave.		Rahway, NJ 07065	Union County	Religious Organization
Holy Trinity RC Church		31 1st Street		Westfield, NJ 07090	Union County	Religious Organization
St. Michael's RC Church		40 Alden Street		Cranford, NJ 07016	Union County	Religious Organization
Liquid Church		213 Center Street		Garwood, NJ 07027	Union County	Religious Organization
American Legion		78 Westfield Ave.		Clark, NJ 07066	Union County	Veteran's Organization
Veteran's of Foreign Wars (VFW)		6 Broadway		Clark, NJ 07066	Union County	Veteran's Organization
Veteran's of Foreign Wars (VFW)		479 South Ave.		Cranford, NJ 07016	Union County	Veteran's Organization
L'Oréal		222 Terminal Ave.		Clark, NJ 07066	Union County	Major Employers
Kerry Industries		160 Terminal Ave.		Clark, NJ 07066	Union County	Major Employers
Catholic Charities		505 South Ave		Cranford, NJ 07016	Union County	Social Service Organization
Avaya Inc. Headquarters		350 Mt Kemble Ave		Morristown, NJ 07960	Morris County	Major Employers
Greater Union County Board of Realtors		767 Central Ave		Westfield, NJ 07090	Union County	Realtor

North Central Board of Realtors		910 Mt. Kemble Avenue		Morristown, NJ 07960	Morris County	Realtor
North Central Board of Realtors		375 Broad Street		Bloomfield, NJ 07003	ESSEX COUNTY	Realtor
Warren County Board of Realtors		292 Route 46W		Oxford, NJ 07863-0038	Warren County	Realtor
Union County Division on Aging		342 Westminster Ave.		Elizabeth, NJ 07202	UNION COUNTY	Social Service Organization
Warren County Housing Authority		415 Front Street		Belvidere, NJ 07823-1532	Warren County	Social Service Organization
Union County Housing Authority		1 Elizabethtown Plaza 5th Floor		Elizabeth, NJ 07202-3467	UNION COUNTY	Social Service Organization
Morris County Housing Authority		99 Ketch Road		Morristown, NJ 07960-2606	Morris County	Social Service Organization
Essex County Division of Housing and Community Development		50 South Clinton Street ,Suite 5400		East Orange, NJ 07018	ESSEX COUNTY	Social Service Organization
Morris County Office of Community Development		1 Medical Drive		Morris Plains, NJ 07950	Morris County	Social Service Organization
Housing Partnership for Morris County		2 East Blackwell Street		Dover, NJ 07801	Morris County	Social Service Offices/Administration Buildings
West Essex YMCA		321 South Livingston Ave		Livingston, NJ 07039	ESSEX COUNTY	social service organization
HOME Corp	President, David Grill	17 Talbot Street		Montclair, NJ 07042		
Alaris Health at Cedar Grove		110 Grove Ave		Cedar Grove, NJ 07009	ESSEX COUNTY	Major Employers
Essex County Hospital Center		204 Grove Ave		Cedar Grove, NJ 07009	ESSEX COUNTY	Major Employers
Northwest New Jersey Community Action Program, Inc. (NORWESCAP)		350 Marshall St.		Phillipsburg, NJ 08865	Middlesex County	Social Service Offices/Administration Buildings

Homeless Solutions of Morristown		540 W. Hanover Ave		Morristown, NJ 07960	Morris County	Social Service Organization
West Essex Board of Realtors		10 Erie St		Montclair, NJ, 07042	ESSEX COUNTY	Major Employers
Horizon Blue Cross & Blue Shield of NJ		3 Raymond Plaza W		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Horizon Blue Cross & Blue Shield of NJ		540 Broad Street		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Verizon Communications		540 Broad Street		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Continental Airlines		1 Newark Airport		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Newark Liberty International Airport		Newark Airport		Newark, NJ 07114	ESSEX COUNTY	Major Employers
University of Medicine/Dentistry	Office of Marketing & Media Relations	150 Bergen Street, Room D347		Newark, NJ 07103	ESSEX COUNTY	Major Employers
AT&T		180 Park Avenue		Florham Park, NJ 07932	Morris County	Major Employers
Lucent Technologies		91 Central Avenue		Morris Plains, NJ 07950	Morris County	Major Employers
Pfizer		175 Tabor Road		Morris Plains, NJ 07950	Morris County	Major Employers
US Army Armament R&D		21 Picatinny Arsenal		Picatinny Arsenal, NJ 07806	Morris County	Major Employers
Kraft foods		6 Upper Pond Road		Parsippany, NJ 07054	Morris County	Major Employers
A&M Industrial Supply Co		1414 Campbell Street		Rahway, NJ 07065	Union County	Major Employers
Honeywell Inc		1515 West Blancke Street, Bldg 1501		Linden, NJ 07036	Union County	Major Employers
Honeywell Inc		1515 West Blancke Street, Bldg 1525		Linden, NJ 07036	Union County	Major Employers
Cede Candy Inc		1091 Lousons Road	PO Box 271	Union, NJ 07083	Union County	Major Employers
Mallinckrodt Baker INC		222 Red School Lane		Phillipsburg, NJ 08865	Warren County	Major Employers

VA NJ Health Care System		151 Knollcroft Rd., Bldg. 53	Mail code 116D-C34B	Lyons, NJ 07939-5000		Social Services Agency
Prudential Insurance		751 Broad. St.		Newark, NJ 07102	ESSEX COUNTY	Major Employers
Catholic Charities		321 Central Avenue		Newark, NJ 07102	ESSEX COUNTY	Religious Organization
Episcopal Community Development		31 Mulberry St		Newark, NJ 07102	ESSEX COUNTY	Religious Organization
United Airlines		1000 Newark International Airport St		Newark, NJ 07114	ESSEX COUNTY	Major Employers
Honeywell Inc		115 Tabor Rd		Morris Plains, NJ 07950	Morris County	Major Employers
Pfizer		369 Interpace Pkwy		Parsippany, NJ 07054	Morris County	Major Employers
Immunomedics, Inc.		300 The American Rd		Morris Plains, NJ 07950	Morris County	Major Employers
Drew University Madison House		36 Madison Ave		Madison, NJ 07940	Morris County	Major Employers
Kerry Industries		200-222 Terminal Ave		Clark, NJ 07066	Union County	Major Employers
Merck & Co., Inc.		126 E. Lincoln Ave, PO Box 2000		Rahway, NJ 07065	Union County	Major Employers
Union County College		1033 Springfield Ave		Cranford, NJ 07016	Union County	Major Employers
Warren Hospital		755 Memorial Pkwy		Phillipsburg, NJ 08865	Warren County	Major Employers
Heath Village		430 Schooleys Mountain Road		Hackettstown, NJ 07840	Warren County	Major Employers
Mars Chocolate North America		800 County Rd 517		Hackettstown, NJ 07840	Warren County	Major Employers
East Orange NAACP		34 Prospect Street		East Orange, NJ	ESSEX COUNTY	Social Service Organization
Union County Housing Coalition		118 Division St		Elizabeth, NJ 07201	Union County	Social Service Organization

Appendix II: Cranford Preliminary Application Distribution List

<u>Business Name</u>	<u>Address1</u>	<u>City State Zip</u>
Warren County Administration Building	165 County Route 519 South	Belvidere, NJ 07823
Warren County North East Branch Library	40 US Highway 46	Hackettstown, NJ 07840
Morris County Library	30 E. Hanover Ave.	Whippany, NJ 07981
Morris County Administration Building	10 Court Street	Morristown, NJ, 07960
Warren County Library Headquarters	2 Shotwell Dr	Belvidere, NJ 07823
Essex County/Hall of Records	465 Dr. Martin Luther King Drive	Newark, NJ 07102
Union County/Administration Building	10 Elizabethtown Plaza	Elizabeth, NJ 07207
Cranford Municipal Building	8 Springfield Ave	Cranford, NJ 07016
Cranford Public Library	224 Walnut Ave	Cranford, NJ 07016

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

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

2. Describe the random selection process that will be used once applications are received.

III. MARKETING

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

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

3b. **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing ☐

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 2			
Daily Newspaper			
<input checked="" type="checkbox"/>		Star-Ledger	
<input type="checkbox"/>		New York Times	
TARGETS PARTIAL HOUSING REGION 2			
Daily Newspaper			
<input type="checkbox"/>		Daily Record	Morris
<input type="checkbox"/>		Express Times	Warren
Weekly Newspaper			
<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<input type="checkbox"/>		Bloomfield Life	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex
<input type="checkbox"/>		Independent Press	Essex
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex
<input type="checkbox"/>		Observer	Essex

<input type="checkbox"/>		Orange Transcript	Essex
<input type="checkbox"/>		Progress	Essex
<input type="checkbox"/>		Vailsburg Leader	Essex
<input type="checkbox"/>		Verona-Cedar Grove Times	Essex
<input type="checkbox"/>		West Essex Tribune	Essex
<input type="checkbox"/>		West Orange Chronicle	Essex
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Chatham Courier	Morris
<input type="checkbox"/>		Chatham Independent Press	Morris
<input type="checkbox"/>		Citizen of Morris County	Morris
<input type="checkbox"/>		Florham Park Eagle	Morris
<input type="checkbox"/>		Hanover Eagle	Morris
<input type="checkbox"/>		Madison Eagle	Morris
<input type="checkbox"/>		Morris News Bee	Morris
<input type="checkbox"/>		Mt. Olive Chronicle	Morris
<input type="checkbox"/>		Neighbor News	Morris
<input type="checkbox"/>		Randolph Reporter	Morris
<input type="checkbox"/>		Roxbury Register	Morris
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Clark Patriot	Union
<input type="checkbox"/>		Cranford Chronicle	Union
X		Westfield Leader	Union
<input type="checkbox"/>		Elizabeth Reporter	Union
<input type="checkbox"/>		Hillside Leader	Union
<input type="checkbox"/>		Leader of Kenilworth & Roselle Park	Union
<input type="checkbox"/>		Madison Independent Press, The	Union
<input type="checkbox"/>		Millburn and Short Hills Independent Press	Union
<input type="checkbox"/>		News Record	Union
<input type="checkbox"/>		Record-Press	Union
<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union

<input type="checkbox"/>		Spectator Leader	Union
<input type="checkbox"/>		Union Leader	Union
<input type="checkbox"/>		Warren Reporter	Warren
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	

<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
TARGETS PARTIAL HOUSING REGION 2			
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Essex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Essex, Union
<input type="checkbox"/>		60 W60AI Ventana Television, Inc	Essex, Union
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Morris
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
<input type="checkbox"/>		23 W23AZ Centenary College	Morris, Warren
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Morris, Warren
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Warren
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Warren
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Warren
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Warren

<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Warren
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	

<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL HOUSING REGION 2			
AM			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union

<input type="checkbox"/>		WLIB 1190	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)
<input type="checkbox"/>		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union
<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris
<input type="checkbox"/>		WNNJ-FM 103.7	Morris, Warren

<input type="checkbox"/>		WMGQ 98.3	Union	
<input type="checkbox"/>		WCTO 96.1	Union, Warren	
<input type="checkbox"/>		WNTI 91.9	Warren	
<input type="checkbox"/>		WSBG 93.5	Warren	
<input type="checkbox"/>		WZZO 95.1	Warren	
<input type="checkbox"/>		WAEB-FM 104.1	Warren	
<input type="checkbox"/>		WHCY 106.3	Warren	

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)				
		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2				
Monthly				
<input type="checkbox"/>		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 2				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>		Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson,	Spanish-Language

			Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies) See Appendix I of the Township of Cranford Affirmative Marketing Plan				
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) See Appendix I of the Township of Cranford Affirmative Marketing Plan				
3g. Direct notification of the availability of affordable housing units, along with copies of application forms shall be provided to the following locations: <input type="checkbox"/> Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002) <input type="checkbox"/> New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203) <input type="checkbox"/> The Latino Action Network (P.O. Box 943, Freehold, NJ 07728) <input type="checkbox"/> Homecorp (17 Talbot St., Montclair, NJ, 07042) <input type="checkbox"/> Housing Partnership (2 E. Blackwell St., Suite 12, Dover, NJ, 07801) <input type="checkbox"/> Union County Housing Coalition (118 Division Street, Elizabeth, NJ 07201)				

IV. APPLICATIONS

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

V. CERTIFICATIONS AND ENDORSEMENTS

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

Name (Type or Print)

Title/Municipality

Signature

Date

Appendix I
Market to Affordable Program Manual

CRANFORD TOWNSHIP

MARKET TO AFFORDABLE PROGRAM GUIDELINES

Created 9/27/2020

INTRODUCTION

These guidelines have been prepared to assist in the administration of a Market to Affordable Program for For-Sale units in the Township of Cranford. The guidelines are available upon request for public review.

This document describes the basic content and operation of the Market to Affordable program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

Further, this document describes the requirements for participation in the program, record keeping and overall program administration. Implementation of any procedure, even if it is not specifically mentioned in these Guidelines, shall also be in accordance with the federal fair housing laws and policies, including, inter alia, the Federal Fair Housing Act and other Equal Opportunities laws¹, the New Jersey Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.² and the affordable housing regulations of the Township of Cranford (hereafter referred to as the "Regulations") as found in the Township's Ordinances, Chapter 255, Article VIII. Affordable Housing Ordinance.



The Federal Fair Housing Act and Equal Opportunities laws prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

¹ A copy may be viewed at: <http://www.hud.gov/offices/fheo/FHLLaws/index.cfm>

² A copy may be viewed at: <http://www.nj.gov/dca/services/lps/hss/uhac.html>

CRANFORD AFFORDABLE HOMEOWNERSHIP PROGRAM

Program Overview

The Township of Cranford's Market to Affordable (M2A) Program will be available for for-sale units and have a total of five (5) units to be included in the program. As per Cranford's Housing Element and Fair Share Plan, two (2) of the units will be completed by July 1, 2022; at least 4 total units by 2023; and all five of the units completed by the end of 2024. At least 4 of the units shall be affordable to low-income households and 1 unit available to a moderate income household unless the Township has otherwise satisfied its requirement to provide half of its Realistic Development Potential (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 BC UW, it may forgo the completion schedule described above. This program is exempt from any bedroom distribution requirements.

Identifying and Acquiring Units

The Township has created an Abandoned Properties to Affordable Housing program that will serve to identify and acquire vacant and abandoned housing units that will be placed into Cranford's M2A program. Broadly, the program takes units that have been placed on the Township's Abandoned Properties list in accordance with Chapter 255 Article IX of the Township code. The general process by which housing units will be identified and included in the M2A program is outlined within the Township's code at Chapter 255 Article X, attached to these guidelines as Exhibit 1. More specifically, once a unit has been identified for potential inclusion into the program, it will be inspected by the Township's Building Inspector to determine, what, if any repairs are needed to bring the unit up to code. The inspector will write a report and submit it to the Administrative Agent who will, along with other determining factors such as unit size, lot size, and location, provide a recommendation as to whether to include the program into the M2A program. Once the unit is included in the program, the Township will follow the process outlined in Article IX to take title of the property. The Administrative Agent will coordinate with the Township during this process so that it may time its rehabilitation and affirmative marketing efforts, described elsewhere in these Guidelines.

As outlined in the HEFSP, all expenses needed to make the unit habitable and marketable shall be paid out of the Township's affordable housing trust fund.

Rehabilitation of the Units

Following Cranford's inspection of the units, provided there are improvements required to bring the unit up to code, CGP&H, functioning as the Rehabilitation Agent for the Township, will conduct a subsequent inspection to confirm the scope of work provided by the Township and identify any cosmetic improvements that are deemed necessary to facilitate a quick sale. CGP&H will then subsequently work to rehabilitate the unit, coordinating with the Township to establish a to be agreed upon construction process.

Pricing Units, Adjustments to Pricing, and Township Subsidies

Units will be priced in accordance with the most recent available pricing calculator developed by the Affordable Housing Professionals of New Jersey. Low income units will be priced at 50% of area median income, moderate-income units will be priced at 70% of area median income. Prices will be reduced as appropriate to facilitate a quick sale. Any adjustments to pricing will be done in coordination between the Administrative Agent and the Township.

Preliminary pricing for units is as follows in the table below. This pricing is only for indicative purposes - actual unit pricing will not occur until the unit is ready to be affirmatively marketed. Note, while 1-bedroom units are not prohibited from being part of the program, they are unlikely to be included and thus have not been included in the pricing table:

Income Level	2-bedroom	3-bedroom	4-bedroom
Low-income	\$154,129	\$180,484	\$203,074
Moderate-income	\$221,898	\$258,795	\$290,420

Prospective buyers may include the use of affordability assistance funds at closing to further write down the mortgage and increase affordability. Please refer to the Affordability Assistance Manual for more information about the Down Payment/Closing Cost Assistance Program.

In addition, if the purchaser or any of the purchaser's household members are mobility impaired and require barrier free accommodations, they will be directed to the Township's affordability assistance program for installing barrier free accommodations. Assistance will be provided to the extent funds are available.

The budget for the M2A program is \$145,000. Cranford will spend at least \$30,000 to subsidize a low-income unit, and at least \$25,000 to subsidize a moderate income unit.

Finding Eligible Purchasers and Buying the Unit

CGP&H will employ several strategies to recruit interested buyers into the M2A Program. The Program will affirmatively market in accordance with the Township's Affirmative Marketing Plan which will include but not be limited to, paid advertising, postings on the New Jersey Housing Resource Center website (<http://www.nj.gov/njhrc/>), and direct mailings to community groups, social service providers, and major employers in the region. Additionally, CGP&H will list available units on AffordableHomesNewJersey.com, CGP&H's affordable housing website.

At Program kick-off, and following all of the affirmative marketing steps identified above, applicants will be instructed to submit their preliminary applications during a 120-day affirmative marketing period. During this 120-day period CGP&H will determine if applicants are preliminarily qualified. If applicants are deemed preliminarily qualified, at the end of this 120-day period, a lottery will be held per Chapter III, Section B of the Township's Affordable Housing Manual. Interested applicants will be assigned a random number which will establish their lottery standing for this program. After this initial randomization, priority will be determined by the date the applicant joined the waiting list to purchase a home in Cranford. Please refer to the Township's Affordable Housing Manual, Chapter III, Figure 3, entitled "Additional Factors Impacting Waiting List Priority" for more information regarding the Township's affirmative marketing procedures.

All affirmative marketing materials will direct interested applicants to AffordableHomesNewJersey.com. The website will provide additional program details, allow prospective applicants to set-up a personal profile, and to join the program wait list. CGP&H will assist all those without internet access via telephone and mail.

- On AffordableHomesNewJersey.com there will be a link to the Cranford Market to Affordable Program webpage which will provide detailed information on the program offering, procedures, and how to participate.
- The webpage will provide detailed listings on currently available housing opportunities and the net costs after Township affordability assistance programs.
- Interested buyers can submit on-line preliminary applications directly from the Current Listings, or from the Cranford Market to Affordable Program web page.
- If the interested household meets basic eligibility criteria such as under the minimum income limits, they will be instantly invited to visit their own personalized Affordable Homes New Jersey profile. On their profile, they will be able to see whether they qualify to purchase specific types of homes depending on their income, household size, and down payment.
- CGP&H will review the additional information and determine the household's preliminary

eligibility.

Following the randomization, applicants will follow the process for buying an affordable home as outlined at Section V(B) “Buying an Affordable Home” in the Cranford Administrative Agent Manual. Upon closing, proper deed and mortgage documents as required to be recorded under UHAC to ensure its continued affordability will be completed. Proceeds from the sale will go towards Cranford’s Affordable Housing Trust Fund.

Exhibit 1: Abandoned Properties to Affordable Housing Program Ordinance

§255-105. Purpose. The purpose of this Article is as follows:

There is hereby created an Abandoned Properties to Affordable Housing Program (AP-AH Program) to utilize the Township's Affordable Housing Trust Fund to identify appropriate abandoned properties, take title and rehabilitate such properties, and then deed restrict such properties as an affordable housing unit.

§255-106. Designation of Abandoned Properties for Affordable Housing.

A. Upon a property being added to the Abandoned Property List as established by §255-92 of the Municipal Code of the Township of Cranford, the Administrative Agent, as defined in §255-67, shall be notified of the property's address, including block and lot numbers, as it appears on the Tax Map.

B. The Administrative Agent shall evaluate the suitability of the property as an affordable housing unit and make its recommendations in writing to the Township Committee.

C. Upon the Township Committee's approval, memorialized by resolution, the property shall become part of the AP-AH Program.

D. If the Township Committee declines to designate the property for the AP-AH Program, the property remains subject to the terms of Article IX.

§255-107. Rehabilitation of APO-AH Properties.

A. Upon a Property being put into the AP-AH Program the Administrative Agent shall oversee the process set forth in Article IX, Sections 255-94 through -102, and exercise all the authority of the Public Officer set forth in those sections.

B. Administrative costs for the AP-AH Program shall be funded, to the fullest extent permitted by applicable law, by the Township's existing Affordable Housing Trust Fund.

C. At the conclusion of the process set forth in Article IX, the property shall:

- a.** become a Restricted Unit, as defined in Section 255-67, except that the Restricted Unit shall be exempt from bedroom distribution requirements and may be exempt from low/moderate splits and at the Township's sole discretion pursuant to NJAC 5:93-5.] (a)5; or
- b.** sold in fee with the net proceeds of the sale returned to the Affordable Housing Trust Fund.

Appendix J
Affordability Assistance Manual

Affordability Assistance

Township of Cranford *New Jersey*

Affordability Assistance Policies and Procedures Manual

February 2021



CGPH

Community Grants, Planning & Housing

Good People. Great Results.™

1249 S. River Rd, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Table of Contents

Introduction	1
Types of Affordability Assistance	1
Cranford Budget	2
Eligibility	2
Maximum Amount	2
Repayment Terms, Repayment Agreement & Security Instruments	2
ADMINISTRATION	23
One Month's Rent Program	3
Down Payment and/or Closing Cost Assistance Program	3
EXHIBITS:	
EXHIBIT 1: Summary of Cranford Township Affordability Assistance Program Terms	
EXHIBIT 2: Affordability Assistance Application	
EXHIBIT 3: Resolution Authorizing One Month's Rent Assistance – GRANT	
EXHIBIT 4: Resolution Authorizing Down Payment/Closing Cost Assistance - LOAN	
EXHIBIT 5: Affordability Assistance Program Repayment Agreement	
EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note	
EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program	

Cranford Affordability Assistance Policies and Procedures Manual

Policies & Procedures Manual

Introduction

The Township of Cranford has dedicated funding from its Affordable Housing Trust Fund to operate this Affordability Assistance Program. Trust funds come from Development Fees levied upon developers in accordance with the Town's Development Fee Ordinance, and a payment in lieu of construction of affordable units for a specific development project as approved by the Superior Court. The creation of the Affordability Assistance program is as required in the Town's Spending Plan.

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, terms, and/or procedures.

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing programs described herein.

Types of Affordability Assistance

There are two types of affordability assistance listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

1. ***One Month's Rent*** – Cranford Township will pay for one month's rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back. Due to likely timing issues related to when assistance is requested and when the check can be issued by Cranford, the tenant will likely need to pay the first month's rent and the assistance will be applied to a future month's rent payment. Priority will be given to very-low income households.
2. ***Down Payment and or Closing Cost Assistance*** – Affordability Assistance funds for down payment and/or closing costs will help income-qualified households achieve the goal of homeownership. The goal of the program is to provide financial assistance to income-qualified homebuyers moving into affordable housing in Cranford.

Cranford Budget

The budget for each of the programs and percentage spent on each type of assistance is summarized at Exhibit 1.

Eligibility

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is currently in the process of buying, renting or rents a deed restricted affordable unit in Cranford Township as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)
4. The end user household must be income certified. Applicants applying for One Month's rent assistance and Down payment assistance will have already been income certified.

Maximum Amount

The maximum amount of assistance that may be provided is in Exhibit 1.

Repayment Terms, Repayment Agreement & Security Instruments

The One Month's Rent Program is a grant and there is no repayment agreement.

The down payment assistance/closing cost assistance program will have a mortgage and note in favor of the municipality and executed by the property owner with the following terms:

The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.

ADMINISTRATION

The Administrative Agent will be responsible for administering the Affordability Assistance Programs. Questions about these programs should be directed to the Administrative Agent, included on the next page. All forms are included in the appendices and the process for disbursing funds is outlined in the Exhibits. Contact information for the current Administrative Agent is listed directly below:

CGP&H LLC
1249 S. River Rd, Suite 301
Cranbury, NJ 08512
609-664-2769 phone
609-664-2786 fax
email: homes@cgph.net
website: www.affordablehomesnewjersey.com

One Month's Rent Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution authorizing grant.
4. Township adopts Resolution.
5. Township sends assistance directly to landlord.
6. CGP&H records assistance on master reporting spreadsheet.

Down Payment and/or Closing Cost Assistance Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Township and prepares resolution authorizing award.
4. Township adopts Resolution.
5. Township disperses funds directly to escrow account or provides check to CGP&H to bring to closing.
6. The Repayment Agreement, Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original recorded mortgage and mortgage note shall be retained by the Program Administrator and kept in the unit file.
7. Title company will record the Mortgage as part of the closing documents.
8. The administrative agent will send the Agreement to the Township to obtain the Mayor's signature, once executed the Program Administrator will send a copy to the owner.
9. CGP&H records assistance on master reporting spreadsheet.

Exhibit 1: Summary of Cranford Affordability Assistance Terms

	RENTAL	OWNERSHIP
	One Month's Rent	Down Payment and/or Closing Cost Assistance
Purpose	Assist renters of affordable units by paying one month's rent.	Help low and moderate income households achieve home-ownership
Maximum Amount	Up to 1 month's rent.	\$2,000/ unit
Deed Restriction and Terms	The assistance is a grant and does not need to be returned.	The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.
Monthly Budget Required	No	No
Justification Required	No	No
Additional Criteria	Priority to very low-income households	-First time homebuyer not required - Applicants must have a personal down payment that is 5% of the unit's final contract price.
Assistance to:	Landlord	Closing Costs/Down payment assistance on HUD 1 or Seller's Closing Disclosure and Buyer's Closing Disclosure forms.
Advertising	Landlord & Administrative Agent will inform applicants at the time they apply.	Notify applicants when submit pre-application to purchase unit
Total Budget from Current Spending Plan is \$99,113	\$89,113	\$10,000
Eligibility Criteria (one month's Rent & Create Additional Very Low Units only)	1. There are available affordability assistance funds in the applicable program budget. 2. The applicant is currently in the process of renting or rents a deed restricted affordable unit in Cranford Township as their primary residence. 3. The applicant has not received more than one affordability assistance grant per category in the past. This requirement can be waived under special circumstances. 4. The end user household must be income certified. Applicants applying for one month's rent and down payment assistance will have already been income certified.	

APPLICATION FOR AFFORDABILITY ASSISTANCE IN CRANFORD TOWNSHIP

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call CGP&H at **609-664-2769 ext 5**. If your application is complete and you are approved to receive affordability assistance, you will be certified by CGP&H and notified by mail.

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is currently in the process of buying or renting or rents a deed restricted affordable unit in Cranford Township as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)
4. The end user household must be income certified. Applicants applying for One Month's rent assistance and Down Payment assistance will have already been income certified.

Name: _____

Date: _____

1. Please indicate what type of assistance you are applying for (Choose one):

Mark with X	Program	Details
	One Month's Rent	<ul style="list-style-type: none">• Up to one month's rent
	Down Payment Assistance	<ul style="list-style-type: none">• Up to \$2,000• 0% interest loan, forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.• Applicants must have a minimum of 5% of their own funds towards the purchase of the Home.

2. \$ Amount of Request: _____

CERTIFICATION

I hereby certify that all information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that CGP&H and Cranford Township are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize CGP&H, Cranford Township or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant _____

Co-Applicant _____

Date _____

Date _____

**TOWNSHIP OF CRANFORD
RESOLUTION NO. - ____**

**RESOLUTION AUTHORIZING THE PROVISION OF A GRANT
PURSUANT TO THE TOWNSHIP OF CRANFORD AFFORDABILITY
ASSISTANCE PROGRAM FOR THE TENANT OF AN AFFORDABLE
HOUSING UNIT LOCATED at _____**

WHEREAS, Applicant _____ (“Tenant”) will be renting _____, Cranford Township (“Property”), a property governed by the statutes, ordinances, rules and regulations restricting occupancy and use of the property as an affordable housing unit; and

WHEREAS, the Tenant has requested an Affordability Assistance Grant through Cranford Township’s Affordability Assistance Program to pay for one month’s rent for the Property; and

WHEREAS, the Township’s Affordable Housing Administrative Agent, CGP&H, LLC., has reviewed the Tenant's application and qualified the Tenant for the requested assistance; and

WHEREAS, the amount of the requested grant for the one month’s rent will be paid directly to the landlord, _____, by the Township; and

WHEREAS, the Township is willing, pursuant to the Affordable Assistance Program, to extend a grant to the Tenant in the amount of \$ _____; and

WHEREAS, the funding for the grant will be from the Cranford Township Affordable Housing Trust Fund.

NOW THEREFORE BE IT RESOLVED on this ____ day of _____, 2020, by the Township Council of the Township of Cranford, County of Union, State of New Jersey, that:

1. The Mayor and Clerk are hereby authorized, pursuant to the Township’s Affordability Assistance Program, to enter into an Agreement with Tenant and provide Tenant with a grant to be used to pay for one month’s rent for the Property.
2. The Mayor, Administrator, Clerk, Township Attorney, CFO, and such other staff and officials as may be appropriate are authorized to take such steps as may be reasonably required to implement this resolution, including issuance of the grant amount.

CERTIFICATION

I, Patty Donahue, Clerk of the Township of Cranford, certify that the foregoing resolution was adopted by the Township Council of the Township of Cranford at its meeting held on the ____ day of _____, 2020.

Patty Donahue, Clerk

**TOWNSHIP OF CRANFORD
RESOLUTION NO. ____**

**RESOLUTION AUTHORIZING THE PROVISION OF A LOAN
PURSUANT TO THE TOWNSHIP OF CRANFORD AFFORDABILITY
ASSISTANCE PROGRAM FOR THE PURCHASER OF AN
AFFORDABLE HOUSING UNIT LOCATED AT
ADDRESS**

WHEREAS, Applicant 2020- ____ (“Owner”) is under contract to purchase _____, a property governed by the statutes, ordinances, rules and regulations restricting occupancy and use of the property as an affordable housing unit; and

WHEREAS, the Owner has requested a down payment/closing cost assistance loan through Cranford Township’s Affordability Assistance Program toward the purchase of _____; and

WHEREAS, the Township’s Affordable Housing Administrative Agent, CGP&H, LLC, has reviewed the Owner’s application and qualified the Owner for the requested assistance; and

WHEREAS, the amount of the requested Loan for down payment assistance/closing cost assistance is \$_____, and

WHEREAS, the Township is willing, pursuant to the Affordable Assistance Program, to extend a Loan to the Owner in the amount of \$_____; and

WHEREAS, the funding for the Loan will be from the Cranford Township Affordable Housing Trust Fund.

NOW THEREFORE BE IT RESOLVED on this ____ day of _____, 2020, by the Township Council of Cranford, County of Union, State of New Jersey, that:

1. The Mayor and Clerk are hereby authorized, pursuant to the Township’s Affordability Assistance Program, to enter into an Affordability Assistance Program Repayment Agreement with Owner and provide Owner with a Loan to be used as a down payment toward the purchase of an affordable housing unit located at _____.
2. The Mayor, Administrator, Clerk, Township Attorney, CFO, and such other staff and officials as may be appropriate are authorized to take such steps as may be reasonably required to implement this resolution, including issuance of the Loan amount.

CERTIFICATION

I, Patty Donahue, Clerk of the Township of Cranford, certify that the foregoing resolution was adopted by the Township Council of the Township of Cranford at its meeting held on the ____ day of _____, 2019.

Patty Donahue, Clerk

CRANFORD TOWNSHIP

AFFORDABILITY ASSISTANCE PROGRAM REPAYMENT AGREEMENT

THIS AGREEMENT made on «Resale_Close_Date», is between «Applicant_Full_Name» (hereafter “Owner”) whose address is «Property_Address», «City», «State» «ZipPostal_Code» and Cranford Township, with offices at 8 Springfield Ave, Cranford, NJ 07016 (hereafter “Township”) Collectively, the “Owner” and the “Township” referred to herein as the “Parties”:

WHEREAS, Owner is purchasing/owns property located at «Property_Address», «City», «State» «ZipPostal_Code», described more specifically as Block No. «Block» Lot No. «Lot», located in Cranford Township, Union County (hereafter “Property”); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Township is willing to extend a loan to Owner in the amount of \$«Assistance_Funding_Source_Total».00; and

WHEREAS, the Owner will sign a mortgage note and record a mortgage on the Property in the principal amount of \$«Assistance_Funding_Source_Total»; and

WHEREAS, the Parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter “Agreement”);

NOW THEREFORE IT IS AGREED on «Resale_Close_Date», by and between the Parties as follows:

1. Owner acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the Township.
2. Owner understands and agrees at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.
3. Owner acknowledges and agrees that the Deed to be signed by the Owner at closing contains the recorded restrictions that govern the Property, which provide that “Upon the occurrence of a breach of any Covenants by the Grantee, or any

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

4. Owner acknowledges and agrees that there will be a tertiary loan placed on the unit recorded after this Affordability Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
5. Owner acknowledges and agrees that the Township, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Owner and, if successful, the Township can retain all equity in the Property.
6. The Township agrees to extend a loan of **\$«Assistance Funding Source Total».00** to the Owner for the exclusive use **«Property Address», «City», «State» «ZipPostal Code»**.
7. The loan principal is forgiven at a rate of 10% per year for a period of 10 years and is secured by a second mortgage and note.
8. In the event that Owner fails to make any and all necessary payments required by the within Agreement, or otherwise breaches the terms of this Agreement, the Township shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
9. In the event that Owner fails to make any and all payments when due, the Township shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
10. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
11. This Agreement constitutes the entire Agreement between the Parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both Parties.
12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
13. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement as of the date indicated above.

Attest:

Cranford Township

Attest:

Owner/Applicant

«Applicant_Full_Name»

Co-Owner/Applicant

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, 2019, «Applicant_Full_Name», personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me the date set above.

A Notary Public/Attorney of the State of New Jersey

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Township Clerk of _____, the municipal corporation named in this document;

- (b) s/he is the attesting witness to the signing of this document by _____,
_____(title)_____ of _____(municipality)_____;
- (c) this document was signed and delivered by _____(municipality)_____ as its
voluntary act duly authorized by a proper resolution of the Township Committee
- (d) s/he knows the proper seal of the _____ which was affixed to this
document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me _____ on the date set above.

A Notary Public/Attorney of the State of New Jersey

Exhibit 6

CRANFORD TOWNSHIP

MORTGAGE SECURING PAYMENT OF AFFORDABILITY ASSISTANCE PROGRAM

THIS MORTGAGE, made on «Resale Close Date», by and between «Applicant Full Name», (the “OWNER”) and Cranford Township (the “Municipality”), in connection with the property described herein (the “PROPERTY”);

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed an Affordability Assistance Program Mortgage Note (the “Note”) dated «Resale Close Date». The Owner promises to pay to the Municipality amounts due under the Affordability Assistance Program Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of **\$2,000.00**

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Cranford in the County of Union, State of New Jersey (hereinafter the “Property”), described more specifically as Block No. «Block» Lot No. «Lot», and known by the street address: «Property_Address», «City», «State» «ZipPostal_Code»

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

BE IT REMEMBERED, that on «Resale Close Date» the subscriber «Applicant Full Name» and «CoApplicant Full Name», appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words “the subscriber” and “the Owner” shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

A Notary Public/Attorney of the State of New Jersey

Record and Return to:
CGP&H, LLC
Att. Ximena Calle
1249 S. River Rd, Suite 301
Cranbury, NJ 08512

CRANFORD TOWNSHIP

RECAPTURE MORTGAGE NOTE FOR AFFORDABILITY ASSISTANCE PROGRAM

THIS NOTE is dated «Resale Close Date». For value received «Applicant Full Name», (referred to “Owner”) promises to pay to Cranford Township, which has its principal offices at 8 Springfield Ave, Cranford, NJ 07016 (the “Municipality”), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a “Mortgage To Secure Payment of Affordability Assistance Program Note” (the “MORTGAGE”), dated «Resale Close Date», of the property described below (the “PROPERTY”). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

This is a no interest deferred loan in the amount of \$2,000.00 will be for ten (10) years. The loan principal is forgiven at 10% per year for a period of 10 years. After ten (10) years, the loan is fully forgiven at the next resale. If sold before ten (10) years, the prorated loan amount shall be repaid by the applicant to the Cranford Township Affordable Housing Trust Fund.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Cranford Township in the County of Union, State of New Jersey, described more specifically as Block No. «Block» Lot No «Lot», and known by the street address: «Property_Address», «City», «State» «ZipPostal_Code».

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).

3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

Article 6. DEFAULT

The terms and conditions for default are set forth in Article 5 and Article 6 of the Mortgage and are incorporated as if fully set forth herein. Upon default, the Borrower must immediately repay the full amount of the unpaid principal, any and all other amounts due on the Mortgage and this Note, the Township's costs of collection and the Township's legal fees, including, but not limited to, costs of suit and reasonable attorneys' fees. The Township does not give up its right to declare a default due to any previous delay or failure to declare a default.

Article 7. NO ORAL CHANGES

The terms and conditions of this Note shall only be changed by an agreement in writing approved and signed by both the Borrower and the Township.

Article 8. INCORPORATION

The terms and conditions of the Affordability Assistance Program Repayment Loan Agreement, dated «Resale Close Date», executed by the Borrower, and any subsequent amendments thereto, are incorporated as if fully set forth herein.

Article 9. ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: «Resale Close Date»

Attest:

Owner/Applicant

«Applicant_Full_Name»

Co-Owner/Applicant

«CoApplicant_Full_Name»

STATE OF NEW JERSEY)
)
COUNTY OF _____) ss.:

On «Resale Close Date», before me came «Applicant Full Name» and «CoApplicant Full Name», who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me _____ on the date set above.

A Notary Public/Attorney of the State of New Jersey

Appendix K
Cranford Township/Hartz Mountain Industries, Inc.
Memorandum of Understanding for Settlement
Fully Executed on December 21, 2020

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2020-406

**AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH HARTZ
MOUNTAIN INDUSTRIES REGARDING SETTLEMENT OF VARIOUS DISPUTES,
INCLUDING RELATED TO 750 WALNUT AVENUE**

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Cranford, County of Monmouth, Docket No MON-L-6026-08, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "DJ Action"); 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, Hartz, by and through certain subsidiaries, is the fee owner of real property, comprised of roughly 30.5 total acres, identified on the Tax Map of the Township of Cranford as Block 541, Lot 2, Qualifiers C01 through C07, and known as 750 Walnut Avenue (the "Property"); and

WHEREAS, Hartz participated in the Township's Declaratory Judgment Action via intervention;

WHEREAS, the Parties have reached an agreement to resolve their various disputes regarding the Property, the DJ Action, and the Township's Affordable Housing Plan wherein, among other things, Hartz will develop the Property to include an inclusionary project consisting of units which will be set-aside for very low, low and moderate income households ("**Inclusionary Development**"), which Inclusionary Development is part of the Township's Compliance Plan that is subject of a settlement agreement between the Township and Fair Share Housing Center ("FSHC Settlement Agreement"); and

WHEREAS, the Parties wish to enter into this MOU which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to creating a realistic opportunity to develop the Inclusionary Development.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Cranford, that the Mayor, Township Administrator, and Township Attorney be, and hereby are, authorized to execute a Memorandum of Understanding in substantially the form approved by the Township Committee, and related documents necessary to implement the same.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held December 15, 2020.



Patricia Donahue, RMC
Township Clerk

Dated: December 15, 2020

MEMORANDUM OF UNDERSTANDING FOR SETTLEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this 21st day of December, 2020, by and between:

TOWNSHIP OF CRANFORD, a municipal corporation of the State of New Jersey, County of Union, having an address at _____, Cranford, New Jersey _____ (hereinafter the "**Township**") and **HARTZ MOUNTAIN INDUSTRIES, INC.** ("Hartz" or "Hartz") and with the Township, collectively referred to herein as the "**Parties**") as of ____ December 2020 (the "**Effective Date**").

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Cranford, County of Monmouth, Docket No MON-L-6026-08, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "DJ Action"); 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, Hartz, by and through certain subsidiaries, is the fee owner of real property, comprised of roughly 30.5 total acres, identified on the Tax Map of the Township of Cranford as Block 541, Lot 2, Qualifiers C01 through C07, and known as 750 Walnut Avenue (the "Property").; and

WHEREAS, Hartz participated in the Township's Declaratory Judgment Action via intervention;

WHEREAS, the Parties have reached an agreement that Hartz will develop the Property to include, among other things, an inclusionary project consisting of units which will be set-aside for very low, low and moderate income households ("**Inclusionary Development**"), which Inclusionary Development is part of the Township's Compliance Plan that is subject of a settlement agreement between the Township and Fair Share Housing Center ("FSHC Settlement Agreement"); and

WHEREAS, the Parties wish to enter into this MOU which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to creating a realistic opportunity to develop the Inclusionary Development.

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, agree to the terms set forth as follows:

ARTICLE I –BASIC TERMS AND CONDITIONS

1.1 Purpose. The purpose of this MOU is to memorialize the material terms of the parties' agreement to create a realistic opportunity for the construction of the Inclusionary Development, in addition to certain non-residential use as described herein, and to generate 38 affordable housing credits (plus applicable bonus credits) for the Township to apply to its Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations. The Township shall adopt a redevelopment plan that will allow the Inclusionary Development proposed by this MOU, in accord with the timeframes and standards set forth.

1.2 This MOU memorializes the terms and conditions by which the Parties agree to include the Property as an inclusionary development site as part of the Township's Compliance Plan. The Parties agree to cooperate in the preparation of a fully integrated agreement containing all of the terms and conditions, including the material terms contained herein, of the Parties' agreement as well as to ensure that the Court approves the FSHC Settlement Agreement on the same terms as set forth herein.

ARTICLE II – HARTZ OBLIGATIONS

2.1 The Property. The Property is roughly 30.5 total acres, identified on the Tax Map of the Township of Cranford as Block 541, Lot 2, Qualifiers C01 through C07, and known as 750 Walnut Avenue. The Property will be subdivided in roughly two equal halves (roughly 15.25 acres each) in a manner substantially consistent with the concept plan attached hereto as **Exhibit A**. As described in Section 2.2 of this Agreement, half of the site under the Redevelopment Plan shall permit an inclusionary project consisting of 250 total market rate units, of which 15% or 38 units shall be affordable to the region's low and moderate income households (the "Inclusionary Development"). Under the Redevelopment Plan, the balance of the site shall permit approximately 240,000 s.f. of non-residential uses in no more than two buildings as illustrated by the attached concept plan.

2.2 Inclusionary Development. Hartz is firmly committed to and will develop its Inclusionary Development to include an inclusionary project yielding 38 family affordable rental housing units. The affordable housing set-aside shall be 15% of the rental market-rate units.

2.3 Affordable Housing Set-Aside. Hartz shall have an obligation to deed-restrict 38 of the residential units in the Inclusionary Development as very low, low and moderate income family affordable rental units. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws. In addition, the affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period"), which period may be extended by the Township, so that the Township may count the units against its obligations to provide affordable housing. This obligation includes, but is not limited to Hartz's obligation to comply with (1) bedroom distribution requirements (2) income split requirements, (3) pricing requirements, (4) affirmative marketing requirements, (5) candidate qualification and screening requirements, (6) integrating the affordable units amongst the market rate units, and (7) deed restriction requirements. The distribution of the affordable housing units shall be in compliance

with COAH's Round Two substantive regulations, N.J.A.C. 5:93 (and N.J.A.C. 5:97-6.6 governing Redevelopment), which the Parties believe will govern the issue, or as approved by the Special Master and the Court. The Fair Housing Act's definition of very low-income shall control for purposes of the Hartz's obligation to provide very low-income units. Hartz agrees to comply with UHAC bedroom distributions for very-low income units in the same distribution as required for low-income units.

2.4 Obligation to Support FSHC Settlement Agreement and Township's HEFSP.

As it pertains to the Township's application for approval of its Settlement Agreement with FSHC and Housing Element and Fair Share Plan, as may be amended, provided the Township is not in default under this Agreement, the Developer, including any affiliated entities, shall not directly or indirectly oppose or undertake any further action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. Provided the Township is not in default under this Agreement, the Hartz shall also not directly or indirectly oppose or undertake any further action to interfere with the Court's approval and/or implementation of the Township's Housing Element and Fair Share Plan, as it may be amended in any form, unless the Housing Element and Fair Share Plan deprives the Hartz of any rights created hereunder, or unless the Township or any other defendants or interested parties in the Township's DJ Action undertake any action to obstruct or impede the Hartz from securing such approvals as it needs to develop the Project contemplated herein or unless Hartz is prevented by any third party from effectuating the development contemplated in this Agreement. In addition, Hartz, or its successors, assigns, or operating under a different form of limited liability corporation or other business entity identified in this Agreement, shall not seek to develop another parcel in the Township with a market rate, inclusionary or one hundred percent (100%) affordable project, unless said project has been specifically authorized and approved by the Township, the Township Planning Board or the Township Zoning Board. Hartz and any successors in interest shall not make any arguments relative to the Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent affordable housing Round in the future.

2.5 Obligation to Offset Certain Costs Associated With This Settlement and the Associated Fairness Hearing. The Hartz acknowledges that they shall be responsible to pay to FSHC \$25,000 for legal and professional fees associated with the Hartz objections and FSHC attorney fees relating to the Property.

2.6 Applications: Except as modified by the Redevelopment Plan or Agreement, Hartz shall submit all applications for development in a manner substantially consistent with the Concept Plan attached to this Agreement as Exhibit A.

2.7 Dismissal of Pending Actions: Within 21 days of the execution of this Agreement, Hartz shall dismiss and/or withdraw its opposition to, as applicable, with prejudice, and without allocation of costs and fees, the following actions:

Pending Before the County of Union Taxation Board Tax Court:

H-Cranford Credit L.P v. Cranford Township, Nos. 004669-2018, 004485-2019, 003080-

2020, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C02 & C03;

H-Cranford Conduit L.P. v. Cranford Township, Nos. 004673-2018, 004474-2019, 003073-2020, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C01;

With respect to *Trinitas Regional Medical Center v. Cranford Township*, Docket No. 006389-2017, pertaining to 750 Walnut Avenue, Block 541, Lot 2, C01, Hartz waives application of the Freeze Act with respect to any property tax reduction arising therefrom.

Pending before the Superior Court, Law Division:

Hartz Mountain Industries, Inc., LLC, et al. v. Township of Cranford, et al., No. UNN-L-3679-19;

Pending before the Superior Court, Appellate Division:

Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al., No. A-003218-19; and

Cranford Development Assocs., LLC, et al. v. Township of Cranford and Hartz Mountain Indus. Inc., et al., No. A-002812-18.

Hartz further waives all rights to enforce the February 28, 2020 Order Granting Plaintiffs' Motion for Counsel Fees in the action *Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al.*, No. UNN-L-1051-19 (N.J. Super. Ct.)

Relative to *Cranford Development Assocs., LLC, et al. v. Township of Cranford and Hartz Mountain Indus. Inc., et al.*, No. A-002812-18. The Parties agree that Hartz will withdraw its opposition to the appeal and the Parties will jointly request that the matter be remanded to the trial court in the context of approval of this Agreement and/or the Fair Share Housing Center Agreement. In either event, Hartz agrees not to challenge the ability of the Township to claim rental bonus credits on any prior affordable housing project, including the Birchwood project.

ARTICLE III TOWNSHIP OBLIGATIONS

3.1. Obligation To Adopt A Redevelopment Plan. The Township shall adopt the amended Redevelopment Plan required to permit the development of the Property in a manner consistent with the terms of this Agreement. The Township shall designate Hartz as the Redeveloper. Hartz shall provide the Township with the standards, and requirements of the proposed Redevelopment Plan within one (1) month from the date of this MOU. The Township and Hartz will cooperate in a mutually collaborative effort to adopt the Redevelopment Plan, including with revisions if appropriate, within three (3) months from date the Township receives the proposed Plan from Hartz.

3.2 Payment In Lieu Of Taxes For The Inclusionary Development. Upon adoption of the Redevelopment Plan, in connection with the Inclusionary Development only, Developer shall submit an application to the Township for a PILOT (also known as a Financial Agreement)

under the LTTE Law for a maximum term of 30 years. The Township has reviewed preliminary financial data from Hartz and acknowledges that such data indicates the need for a Long Term Tax Exemption, and that such exemption is likely appropriate for the Project. The Developer's PILOT application shall comply with the requirements of the LTTE Law. The Township shall consider and approve a PILOT for the Inclusionary Development for a maximum term of 30 years, which provides for an annual service charge (as defined in the LTTE Law) of 11.5% of gross revenue in years 1-10, 12.5% of gross revenue in years 11-20 and 13.5% of revenue in years 21-30. The PILOT is a material and essential term of the settlement.

3.3 Obligation to Process Hartz's Land Use Applications with Reasonable Diligence. The Parties expect and agree that the Township Planning Board shall process Hartz's development applications with reasonable diligence following Court approval of this Agreement following a duly noticed Fairness Hearing in accordance with N.J.A.C. 5:93-10.1(a) and within the time limits imposed by the MLUL.

3.4. Obligation to Refrain From Imposing Cost-Generative Requirements. The Property shall be exempt from cost generative features of the Township Code pursuant to N.J.A.C. 5:93-10.1.

3.4 Dismissal of Pending Actions: Within 21 days of the execution of this Agreement, the Township shall dismiss and/or withdraw its opposition to, as applicable, with prejudice, and without allocation of costs and fees, the following actions:

Pending before the Superior Court, Appellate Division:

Hartz Mountain Industries, Inc. et al. v. Township of Cranford, et al., No. A-003218-19.

ARTICLE IV – MUTUAL OBLIGATIONS

4.1 Tolling of Limitations Periods. The Parties shall forbear and postpone the filing, commencement, and prosecution of any legal or equitable action related to the Property, if any, commencing on the Effective Date of this Agreement and continuing until the execution of the final agreement contemplated in Section 1.2 (the "Tolling Period"). The Tolling Period shall not be included in computing any limitations period, including but not limited to the period described in N.J. Court Rule 4:69-6(b)(3), nor will the Tolling Period be considered in support of a laches defense or any other time-based doctrine or defense, rule, or statute otherwise limiting any Party's right to preserve and prosecute any claim. Nothing in this Agreement shall have the effect of reviving any claims that are otherwise barred by any statute of limitations or other limitations period prior to the Effective Date. Nothing in this Agreement shall preclude any Party from initiating Claims or other legal action against the other Party after the expiration or termination of the Tolling Period.

4.2 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Development, or the performance by the Parties of

their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

4.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Redevelopment Plan, the Required Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing. Neither party shall take any action the effect of which would be subvert or impair right and obligation of the parties herein.

4.4 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement ("*Notice[s]*") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, United Parcel Service, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected 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 DEVELOPER:

Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus, New Jersey 07094

With a copy to:

James P. Rhatican, Esq.
Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus, New Jersey 07094

With a copy to:

Henry Kent-Smith
Fox Rothschild, LLP
997 Lenox Dr
Lawrenceville, NJ 08543

TO THE TOWNSHIP:

Jamie Cryan, Township Administrator
Township of Cranford
8 Springfield Avenue

Cranford, NJ 07016

With a Copy to:

Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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 Memorandum of Understanding to be properly executed, their corporate seals affixed and attested and this MOU to be effective as of the Effective Date.

Witness/Attest:

TOWNSHIP OF CRANFORD

Patrick Donohue

By: Patrick Giblin
Patrick Giblin, Mayor

Dated: 12/21/20

Witness/Attest:

HARTZ MOUNTAIN INDUSTRIES, INC.

By: _____

Dated: _____

Cranford, NJ 07016

With a Copy to:

Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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 Memorandum of Understanding to be properly executed, their corporate seals affixed and attested and this MOU to be effective as of the Effective Date.

Witness/Attest:

TOWNSHIP OF CRANFORD




By: 
_____, Mayor

Dated: 12/21/20

Witness/Attest:

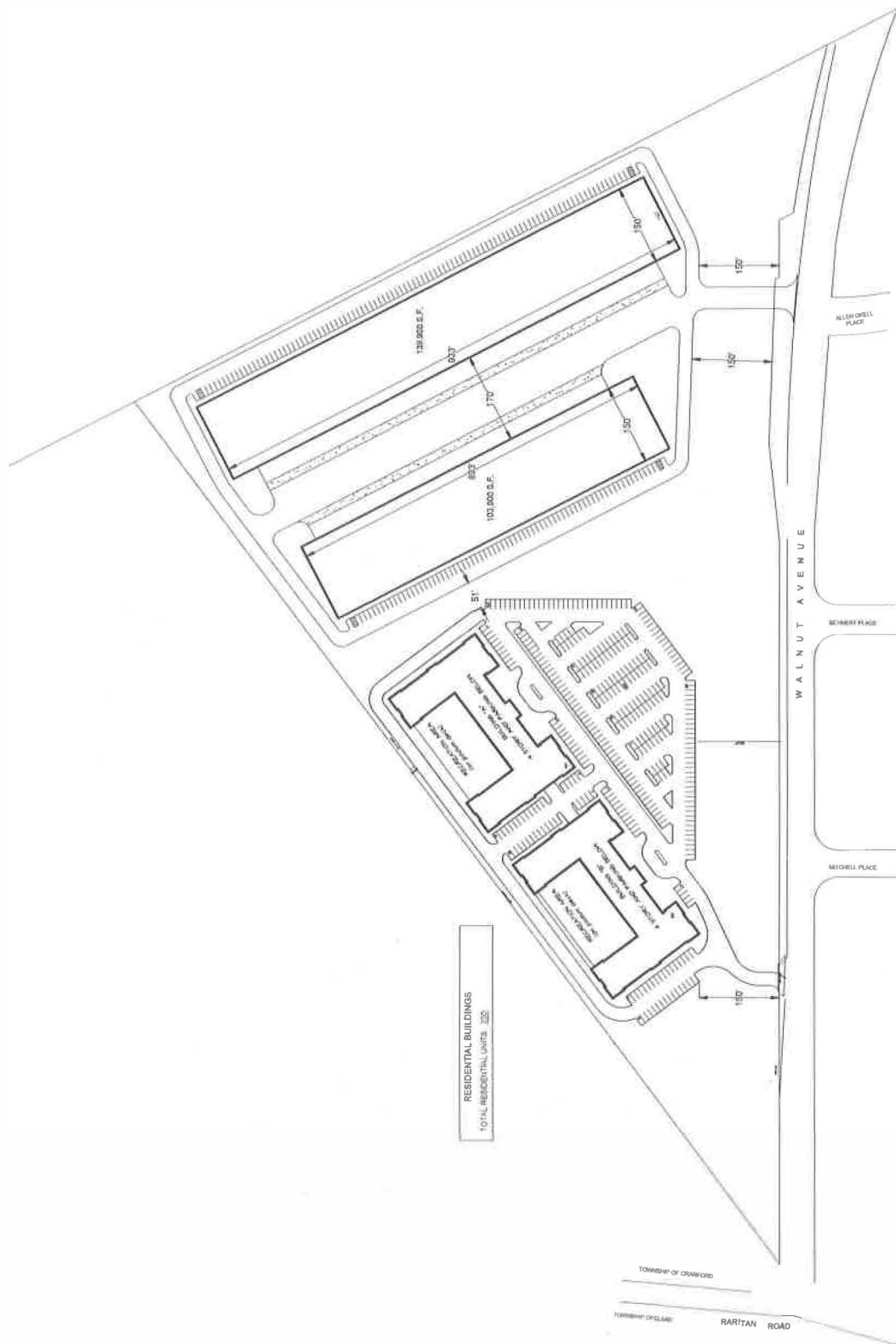
HARTZ MOUNTAIN INDUSTRIES, INC.



By: 

Dated: Dec. 16, 2020

JAMES P. RHATICAN
Vice President



Appendix L
Operating Manual
(Affordable Housing Administrative Agent
Policies & Procedures Manual)

Township of Cranford

Affordable Housing Administrative Agent Policies & Procedures Manual

NOVEMBER 2020

Administration of Affordable Units



CGPH

Community Grants, Planning & Housing

Community Grants, Planning & Housing

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

609-664-2769

www.cgph.net

www.AffordableHomesNewJersey.com

Township of Cranford Administration of Affordable Units Operating Manual

Executive Summary	1
I. INTRODUCTION	2
A. What is Affordable Housing?	2
B. Who Qualifies for Affordable Housing?	3
C. Equal Housing Opportunity.....	3
II. CREATION OF NEW UNITS	4
A. Review Project Requirements.....	4
B. New Purchase Units	4
1. Initial Pricing and Bedroom Distribution of Purchase Units	4
2. Upgrades from Builder.....	7
3. Deed Restriction.....	7
4. Earnest Money (Deposit) for Ownership Properties	7
C. New Rental Units	7
1. Initial Pricing and Bedroom Distribution of Rental Units.....	7
2. Mandatory and Optional fees.....	8
3. Deed Restriction.....	8
4. Application Fees	8
5. Security Deposit	9
6. Tenant Selection Criteria	9
D. Project Monitoring	9
III. Marketing of Units, Waiting List, and Matching Households to Available Units .	10
A. Preliminary Application	10
B. Random Selection and Waiting List Priority	10
C. Property Questionnaire.....	11
1. Private Outreach	12

2. Public Outreach.....	14
D. Determining Preliminary Eligibility	14
1. Regional Preference	14
2. Determining Household Composition	15
3. Maximum Income Limits.....	15
4. Minimum Income Requirements.....	15
5. Minimum Down Payment (Ownership Only).....	16
6. Regional Asset Limit	17
7. Minimum Credit Score.....	19
8. Separated Applicants	19
E. Annual Updates	19
F. Full Application	19
G. Removal from the Waiting List.....	20
H. Income Certified Applicants on the Waiting List.....	20
IV. Determining Income Eligibility	21
A. What is Considered Income	21
B. Proof of Income and Other Supporting Documents	24
C. Final Eligibility Determinations	25
D. Misrepresentation of Information in Application.....	26
E. Changes to Income and/or Household Composition after Submittal.....	26
V. Ownership Program	27
A. Selling an Affordable Home	27
1. Request an Intent to Sell Package.....	27
2. Calculate the MRSP (Maximum Restricted Sales Price).....	27
3. Start Affirmative Marketing Process.....	27
B. Buying an Affordable Home	28
1. Preliminary Application and Prescreen	28
2. Income Certification.....	28

3. Mortgage Provider	28
4. Down Payment	28
5. Separated Spouses.....	29
6. Cosigners on Deeds and/or Mortgages Are Not Permitted	29
C. Purchase Agreement and Contracts For Sale	29
1. MRSP and “Extras”	29
2. Accepting and Rejecting Offers.....	30
3. Good Faith Deposit/Earnest Money	30
4. Purchase Agreement and Income Certification	30
D. Attorneys.....	31
E. Realtors	32
F. Coordination of Closing	32
1. Required Legal Documents.....	32
2. Resale of Affordable Units: Requirement for a Market Rate Appraisal	32
3. Closing Fees.....	33
4. Closing Checklist	33
G. Refinance Requests	34
H. Annual Mailing	35
I. Report that Owner is Not Living in the Unit and/or Renting Unit.....	35
J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure.....	35
K. Waivers	36
1. Request to Rent Affordable Unit.....	36
2. Request to Sell to a Higher Income Household	36
L. Requests for Improvements.....	37
M. Transfer of Ownership to Non-Income Certified Owner	37
N. Enforcement	37
VI. Rental Program	38

A. Filling Affordable Rental Vacancy	38
1. Landlord Notices of Vacancy	38
2. Calculating the Maximum Rent at Vacancy	38
3. Referring Applicants to Landlord	38
4. Income Certification and Signing the Lease	39
B. Lease Renewals.....	39
C. Adding Additional Household Members to the Lease	39
D. Income Designation of Units Are Fixed	39
E. Evictions	40
F. Enforcement	40
VII. Appeals.....	41
VIII. Enforcement.....	42
A. Written Notice	42
B. Penalties.....	42
C. Sheriff Sale.....	43
GLOSSARY.....	45
Appendix A: Annual Information Update	51

Executive Summary

This **Operating Manual**, prepared for Township of Cranford hereafter referred to as “Municipality”, (1) sets forth the policies and procedures for placing eligible individuals and families into the Municipality’s affordable units and (2) provides instructions for working with developers, owners and landlords as new affordable units become available. This document is designed to ensure compliance with the State’s Uniform Housing Affordability Controls (“**UHAC**”) (N.J.A.C. 5:80-26.1 et seq.) and with the Municipality’s Affordable Housing Ordinance, its Affirmative Marketing Plan if applicable, and other local laws and requirements. In addition to being a valuable tool for the Municipality’s Administrative Agent and Municipal Housing Liaison as we implement Affordable Housing in the Municipality, it will also be a resource for other Affordable Housing professionals and interested members of the public to understand the intricacies of implementing a program such as this.

This manual details the tasks involved in the day-to-day administration of Affordable Housing units under the direct control and oversight of the Municipality. This document covers how new units are created and priced and how units are marketed to prospective applicants. Other information includes the following: waiting list and random selection procedures; required and permitted preferences; procedures for determining income eligibility; resale by income-eligible owners of affordable property to other eligible buyers; process for property managers to fill affordable rental vacancies; refinancing and mortgage modification procedures; waivers of program requirements. The administrative steps outlined in this manual are the thread that holds the fabric of the entire program together, setting out the fundamental obligations and responsibilities of the program administrators.

The **Glossary** at the end of this Operating Manual provides definitions of terms, abbreviations and acronyms used throughout the Operating Manual.

I. INTRODUCTION

The purpose of this manual is to describe the policies and procedures used to create Affordable Housing units in the Municipality and fill them with income-eligible families.

The policies outlined in this manual are derived from UHAC (N.J.A.C. 5:80-26.1 et seq.) This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the New Jersey Department of Community Affairs' staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

A. What is Affordable Housing?

Affordable Housing, unlike market-rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be “affordable” if the household¹ expends approximately 28% or less of the household's gross income on housing costs. See footnote below and Glossary for definition of “Household.” Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

An Affordable Housing unit for the purposes of this manual can be specifically defined herein as “a housing unit proposed or created pursuant to the [Fair Housing] Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable trust fund.” (“**Affordable Unit**”).

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development (“**HUD**”) programs and that are owned, operated and managed by a public housing authority (“**PHA**”). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing

¹ In accordance with US Department of Housing and Urban Development (“**HUD**”) definitions and UHAC practice, “**household**” references the number of persons in the unit and not the size of the unit. See for example, HUD's definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/, HUD accessed June 13, 2016. See also, UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.” (Emphasis added).

comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units[.]”² Some municipalities create their own PHAs which operate and manage public housing within the municipality.

B. Who Qualifies for Affordable Housing?

To be eligible for Affordable Housing in New Jersey, a household’s income must be below the established income limit for the region in which the Affordable Housing is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income. See Glossary for definitions of “**Low- Income Household**” and “**Very Low-Income Household**”. There are different median incomes in each of the six Affordable Housing regions shown in Figure 1 below, with the Township of Cranford located in Region 2. The income limits are adjusted annually.

Figure 1: Affordable Housing Regions

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

C. Equal Housing Opportunity

Title VIII of the Civil Rights Act of 1968 (the “**Fair Housing Act**”), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

² http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, US HUD Website, accessed June 7, 2016.

The New Jersey Law Against Discrimination (“**LAD**”) prohibits discrimination when selling or renting property. The law covers owners, agents, employees and brokers and makes it unlawful to refuse to rent, show or sell property based on a person's race, creed, color, national origin, nationality, ancestry, marital status, domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, sex, or mental and physical disability, including AIDS and HIV-related illness. In addition, the LAD prohibits discrimination in the housing context based on one's source of lawful income or rent subsidy.

II. CREATION OF NEW UNITS

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from UHAC including low income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

A. Review Project Requirements

When a new project is planned, the administrative agent designated by the Municipality for the administration of Affordable Units (the “**Administrative Agent**”) will gather the information outlined in Figure 2. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance including its Affirmative Marketing Requirements if applicable.

B. New Purchase Units

1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC³. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“**PMI**”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“**MRSP**”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale,

³ Under UHAC, the maximum sales price of restricted ownership units within each affordable development “shall be affordable to households earning no more than 70 percent of median income” (hereafter “**Maximum Restricted Sales Price**”).

the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

Figure 2: New Development Checklist



New Development Checklist

CONTACT INFORMATION

Development Name: _____

Contact Person: _____ Email: _____

Address: STREET _____ CITY _____ STATE _____ ZIP CODE _____

Phone: (office) _____ (mobile) _____ (fax) _____

GENERAL INFORMATION

Funding Source of Units *(to determine if exempt from UHAC)*: _____

Affordable Housing Requirements Stipulated: Circle either "Yes" or "No" and provide explanation

Development Approval &/or Developer's Agreement	Yes / No	
Fair Share Plan	Yes / No	
Local Ordinance	Yes / No	

Affordable Units Phasing Requirements: _____

Property Type *(circle one)*: **RENTAL** or **SALE** Anticipated date first unit ready: _____

Location of Affordable Units in Project: _____

Number of **Market** Units: _____

Number of **Affordable** Units: _____

Is there a **Regional Preference**? _____

Are any units **Age Restricted** (55+)? _____

Requirements for **Deposit**: _____

Parking Details: _____

OWNERSHIP ONLY

Tax Rate: _____ Equalization Rate: _____

Condo/Homeowner Association Dues: _____

Special Financing Provided by Developer? Yes No
If yes, explain: _____

Policy on Upgrades: _____

Incorporation Documentation Provided:

☐ Master Deed
☐ Declaration of Covenants
☐ Other: _____

RENTAL ONLY

Utilities Included in Rent: *(check all that apply)*

☐ Water ☐ Electric ☐ Sewer ☐ Trash
(for the following utilities, if no, list type)

☐ Heat type: _____
☐ Cooking type: _____
☐ Hot Water type: _____

Application Fee: _____

Mandatory Fees: _____

Optional Fees: _____

Rental Very Low Income Requirement
(13% of units at 30% AMI or 10% at 35% AMI)

Pets Policy:

© 2016, CGP&H, LLC. All rights reserved.

2. Upgrades from Builder

The builder may offer buyers of new Affordable Units the opportunity to purchase upgrades such as granite countertops or hardwood flooring at additional cost. If upgrades are offered, the following guidelines apply:

- a. These upgrades must be optional. The buyer must be able to choose NOT to purchase the upgrades and be able to buy the base home at or below the MRSP.
- b. The sale price of the home will be at or below the MRSP without the cost of the upgrades.
- c. All future sales will be based on the sale price without the upgrades. In other words, the buyer will not be able to recoup the cost of the upgrades at the next sale.
- d. The buyer cannot finance more than the MRSP. As a result, the buyer will not be able to finance the cost of the upgrades.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the municipality takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in the UHAC Appendices. When there is a Master Deed, one restrictive covenant will be filed for all Affordable Units but the affordability control period start date for each unit begins with the date that each particular unit is initially occupied. This should be filed in advance of the initial Affordable Housing closing for each project or unit.

A market-rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period.) The developer is responsible for providing the market rate appraisal. One appraisal can be used for similar unit types (all one bedrooms that are the same models, for example) if the appraisal is less than six months old. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead. (See additional discussion in Section V.)

4. Earnest Money (Deposit) for Ownership Properties

The Affordable Housing rules do not specify a minimum or a maximum amount that a buyer must put down on a property when the Purchase Agreement and/or Contract of Sale is executed. However, while not required, a down payment is recommended because banks will almost never lend without a 5% minimum contribution.

C. New Rental Units

1. Initial Pricing and Bedroom Distribution of Rental Units

Rents will be set according to the pricing guidelines outlined in UHAC. In order to comply with 2008 amendments to the Fair Housing Act, 13 percent of all affordable rental units in a project will be priced at 30 percent of median income (N.J.S.A. 52:27D-329.1.) (This requirement is more stringent than the UHAC guidelines which stipulate that at least 10 percent of all

Affordable Units in the development be affordable to households earning no more than 35 percent of median.) In all cases, the more stringent of the two requirements will prevail.

2. Mandatory and Optional fees

If the landlord charges a *MANDATORY* fee for rental units such as an amenity fee or association fee, this fee will be subtracted from the permitted maximum rent. *At no time should the rent plus required fees exceed the maximum rent allowed.* (Utility allowances are factored into the initial pricing and are not considered mandatory or optional fee. See above.)

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

The landlord may charge optional fees to tenants. However, the landlord is not permitted to charge affordable tenants these fees and waive them for market units. *For example, if parking is included in the rent for market units, the landlord cannot charge affordable tenants for parking.* Example of optional fees include:

- Optional parking fee
- Optional amenity fee
- Optional pet fee
- Optional month-to-month fee

The Administrative Agent will review and approve all leases to determine that the rent plus required fees do not exceed the maximum rent allowed.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the Township takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The rental deed restriction will list the income level designation as well as the bedroom size of each Affordable Unit. The units cannot be “swapped” during the control period. *For example, after the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

4. Application Fees

Affordable units are “private” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to very low, low, and moderate income persons. Although deed restricted, the units still are under the “control” of the private

owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as for leasing market rate units. With respect to the landlord's tenant selection criteria, the Administrative Agent's responsibility is to ensure that (1) the criteria for the Affordable Units is consistent with the market-rate criteria, and (2) the application fee is deemed to be reasonable.

The landlord may choose to collect an application fee from households interested in applying for Affordable Housing. UHAC rules limit the application fee to 5 percent of the monthly rent of the applicable rental unit.

After the household passes the landlord's tenant selection criteria, the landlord *may* choose to collect an additional fee from the applicant to process the Affordable Housing application. Landlords may choose to implement this optional fee so only serious applicants move through the income certification process. If this optional fee is collected, the following rules apply:

- The fee cannot be higher than one month's rent.
- If the applicant is income-certified and rents the unit, the fee will be applied to the first month rent and/or down payment.
- If the applicant is income certified and they choose not to rent the unit, the landlord is not required to return the fee.
- If the applicant is determined to not be income eligible, the landlord must return the fee.

5. Security Deposit

Security deposits for Affordable Units are governed by New Jersey Landlord-Tenant regulations. The requirements are the same for Affordable Units as they are for market-rate units.

6. Tenant Selection Criteria

As explained in Section 4 above, the landlord is permitted to set tenant selection criteria and screen applicants on criteria such as credit score and criminal history, subject to approval by the Administrative Agent. All tenant selection criteria must comply with all New Jersey landlord tenant laws and the landlord is required to provide the Administrative Agent with a written copy of its tenant selection criteria. The tenant selection criteria must be applied uniformly to all applicants, and the landlord cannot impose stricter criteria on affordable tenants than market-rate tenants.

D. Project Monitoring

All new units will be added to the online New Jersey Council on Affordable Housing ("COAH") Tracking and Monitoring ("CTM") system after the initial sale or initial rental. (In the event, that the CTM system is discontinued or not accepting new monitoring information, all unit information will be compiled and maintained by the Administration Agent.)

III. Marketing of Units, Waiting List, and Matching Households to Available Units

The following section describes the steps that will be taken to identify very low, low, and moderate income families that may be interested in renting and purchasing Affordable Units created by the Municipality. All marketing initiatives must comply with the Affirmative Marketing rules established by UHAC, as presently set out in NJAC 5:80-26.15 and in accordance with any additional Affirmative Marketing Plan developed by the Municipality.

Development-specific Affirmative Marketing Plans would outline required marketing, including paid advertising that must be conducted before a random selection is completed. (See Random Selection and Waiting List Priority in Section B, below.)

While the waiting list is open, Affirmative Marketing will continue in the form of listing of units on NJHRC.gov, affordablehomesnewjersey.com, and/or quarterly mailings to community groups, major employers, and government agencies in the New Jersey Affordable Housing region where the Municipality is located. If the waiting list is ever closed because of the long length of the list, paid advertising as outlined in the Affirmative Marketing Plan will be required to reopen the waiting list.

A. Preliminary Application

All households that wish to be considered for Affordable Housing must submit a preliminary application. Households will be encouraged to submit their preliminary application online. For those applicants who do not have internet access, the Administrative Agent will work with interested applicants by phone and mail. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility. Please note that preliminary eligibility is based solely on self-reported information by the applicant and is in no way a guarantee of eligibility.

If the applicant indicates that their total household income is below the moderate income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. (See *Minimum Income Requirements* in this Chapter.) Applicants will be required to provide written documentation of their income at the time of the full income certification as discussed in *Chapter IV*.

B. Random Selection and Waiting List Priority

For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application (“**Interest Date**”).

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the Municipality. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will be held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, then these “new” applications will be assigned numbers 51 to 100 on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference and regional preference as may be established in the Municipal Affordable Housing Ordinance. The Township of Cranford has selected to use a regional preference and not to use a veterans preference, which appears in the Township of Cranford's Affordable Housing Ordinance. Each of these six waiting list priority factors are further described in *Figure 3*.

C. Property Questionnaire

When an applicant becomes eligible to be offered an Affordable Unit, they will be asked to complete a Property Questionnaire. The Property Questionnaire will assess whether they continue to meet the income requirements and whether they remain interested in purchasing or renting a specific unit or unit type.

In order to match households to available units as quickly as possible, the Administrative Agent will choose whether to limit the outreach to the next group of applicants on the waiting list (private outreach) or outreach to all eligible households (public outreach), as discussed in the following section.

1. Private Outreach

When there is a long waiting list, the Administrative Agent will only outreach to a limited group of applicants who are next on the waiting list. This approach is typically taken with rental projects and new ownership units.

The Administrative Agent will invite approximately five to 10 households that meet the eligibility requirements to complete a Property Questionnaire for each available unit. Waiting list priority will be established by the factors outlined in *Figure 3*.

Households will have 24 hours to request to visit the unit at some future, mutually agreed upon time. If they request to visit, they will then be prompted to update a simple Property Questionnaire. If they do not want to pursue the unit or even if they do not respond at all, they will **not** be removed from the waiting list and will be notified of the next available vacancy.

The interested household will be referred to the landlord/developer to view the unit(s) and pay the application fee, if required. New ownership developments may require a mortgage preapproval be submitted prior to viewing the home. If more than one household qualifies and is interested, the household with the highest priority (lottery number or Interest Date) will be offered the unit.

Figure 3: Additional Factors Impacting Waiting List Priority

1. Age-Restricted	Only households that meet the age-restricted requirements will be offered age-restricted units. <u>See Glossary</u> for definition of “ Age-Restricted Units. ”
2. Regional Preference	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Cranford has elected to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted. <u>See Glossary</u> for definition of “ Regional Preference. ”
3. Household Size (Number of Members)	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
4. Maximum Income Limit and Minimum Income	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. <i>See Figure 5</i> for a full discussion of minimum income requirements.
5. Fully Accessible Units	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.
6. Veterans Preference	The Municipality and developer may enter into an agreement to provide preference to very low, low, and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. If applicable, veterans who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. <u>See Glossary</u> for definition of “ Veterans Preference. ”

2. Public Outreach

The Administrative Agent will contact all eligible households for a specific unit when the waiting list is short or when there are several properties available. Public outreach is typically conducted for the resale of existing units. It allows the Administrative Agent to move through the waiting list as quickly as possible.

When the Administrative Agent is notified of a pending rental vacancy or the intent of the owner of a single-family unit to sell, the Administrative Agent then will set a deadline by which all applicants that have indicated an interest in this development or in the Municipality must return a Property Questionnaire. Waiting list priority will be established by the factors outlined in *Figure 3*. Interested households will be provided the contact information of the owner/seller to be provided an opportunity to view the home. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

If the unit is still available after this initial outreach, the Administrative Agent will contact households not previously contacted in the first outreach such as smaller-sized households and out-of-region households (if applicable.) If the home still does not have a buyer, the Administrative Agent will open the listing up to all household sizes.

Households will not be removed from the waiting list if they do not choose to purchase a unit they are offered during public outreach.

D. Determining Preliminary Eligibility

The Administrative Agent will review the Property Questionnaire to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

1. Regional Preference

Should a municipality determine that households that live or work within the Municipality's Affordable Housing Region are to be given Regional Preference in being contacted, such Regional Preference shall be set out in the municipality's Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that the household either lives or works within the region. If they no longer live or work within the region, they will remain on the waiting list for consideration after all in-region applicants have been considered. The Township of Cranford does have a regional preference.

2. Determining Household Composition

The household is composed of all permanent members of the household, and the composition will determine both the size of the unit needed by the household and the maximum income limit of that household. Some household members may be considered in the bedroom calculation who are not counted in the maximum income calculation as show in *Figure 4*. If applicant's divorce decree states that both parents share legal and residential custody but the former spouse has primary custody for school purposes, the child may be included in the applicant's household when determining household size during the income certification process.

Figure 4: Determining Household Size (Number of Members)

	Maximum Household Income Limit	Bedroom Size Calculation
Foster Children	Do not count in household (do not include foster care income either)	Count
Live in Health Aid or Nanny (<i>This must be a paid position and proof of contract with caregiver is required</i>)	Do not count (Must provide proof that person is hired)	Count
Child Whose Primary Residence is Not the Applicant Household	Do not count unless custody is 50/50 (see narrative)	Count
Unborn Child	Count (Cannot ask for documentation because of privacy)	Count
Child Being adopted	Count	Count
Full time college student not living at home (<i>Full time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester</i>)	Count (Do not count any part time income earned where part time is any income earned on less than a 35 hour work week)	Count

3. Maximum Income Limits

The Administrative Agent will confirm that the household's income reported on the Property Questionnaire falls under state mandated maximum income limit for the unit for which they are applying. Maximum income limits are provided annually by the State for each of the six Affordable Housing regions. See Appendix A for updated maximum income limits.

4. Minimum Income Requirements

Unlike maximum income limits, the State does not set minimum income limits. Instead, the State provides different income-to-housing expense ratios for rental and purchase units and different standards for age-restricted homes. The purpose of these ratios is to provide guidelines so applicants will be able to sustain their monthly housing expenses in the Affordable Units.

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses varies for different unit types and waivers are permitted. *Figure 5* details the minimum income ratios that will be utilized at each stage of the outreach process as well as during the full income certification. Since waivers from

UHAC are allowed (see below), outreach is extended to households that do not quite meet the minimum income requirements. *For example, UHAC stipulates that households must not pay more than 33 percent of their monthly income for housing expenses if they are purchasing a home unless they meet a waiver requirement. When a specific home is for sale, outreach is expanded to all households whose housing expenses are under 35 percent instead of 33 percent. At the time of income certification, the exact percentage and whether they meet a waiver requirement is confirmed.*

Precise waiver requirement standards are not stipulated in UHAC, and *Figure 5* provides guidance when evaluating waiver requests. The State permits the Administrative Agent to give waivers to households to purchase a unit when their existing monthly housing expenses exceed 33 percent of their monthly income under the following conditions:

- The household can provide evidence that they have completed a HUD-certified home budgeting course; and
- The household obtains a firm mortgage loan commitment at the higher housing expense percentage of income level from a licensed financial institution.

Likewise, rental waivers may be given under the circumstances described below, and the household must receive a budgeting counseling class.

- The household can document that the housing expense of the Affordable Unit is less than the housing expenses of their current housing; or
- The household currently pays more in rent and the proposed rent will reduce the household's housing costs; or
- The household has consistently paid more than 35 percent (40 percent for households eligible for Age-Restricted Units) of eligible monthly income for rent in the past and has proven its ability to pay; or
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit. (This includes applicants with a Section 8 Voucher.)

When reviewing a waiver request, the Administrative Agent may take into consideration whether the applicant is receiving other assistance such as SNAP Benefits (Food Stamps).

5. Minimum Down Payment (Ownership Only)

For all purchase units, the Administrative Agent will review how much the applicant self-reports as having available for a down payment. If the down payment is less than 5% of the purchase price, the applicant will be advised that they may not be able to obtain a mortgage to purchase the home because most banks require at least a 5% down payment.

6. Regional Asset Limit

If an applicant owns a home without a mortgage, the value of the home must be less than the Regional Asset Limit set by the State annually. See Appendix A for updated regional asset limit. An appraisal or listing with real estate agent is required to verify value.

This Regional Asset Limit test does not apply to:

- Properties with a mortgage even if the applicant's equity exceeds the asset limit;
- Cash or other assets; and
- Applicants whose property taxes and fees on the property are more than 38 percent of the household's income.

Figure 5: Minimum Income Calculations ¹

RENTALS		
Monthly Housing Expense Calculation is rent + utilities not included in rent – monthly rental Assistance (if accepted by landlord)		
	Family Units	Age-Restricted Units
To Submit Preliminary Application	Any household with income over \$8,000/year	Any household with income over \$8,000/year
To Be Invited To Submit Property Questionnaire	37% of income toward housing expenses	42% of income toward housing expenses
	45% of income toward housing expenses with rental waiver ²	45% of income toward housing expenses with rental waiver ²
To Be Invited To Submit Full Application	37% of income toward housing expenses	42% of income toward housing expenses
	45% of income toward housing expenses with rental waiver ²	45% of income toward housing expenses with rental waiver ²
To Be Income Certified To Rent Unit	35% of income toward housing expenses	40% of income toward housing expenses
	45% of income toward housing expenses with rental waiver ²	45% of income toward housing expenses with rental waiver ²
	If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³	If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³
UHAC Requirement (Without Waiver)	35% of income toward Housing Expenses	40% of income toward housing expenses
OWNERSHIP		
Monthly Housing Expense Calculation is monthly mortgage cost +HOA fee + property tax + insurance		
	Family and Age-Restricted Units	
To Submit Preliminary Application	Any household with income over \$8,000/year. No minimum down payment required.	
To Be Invited To Submit Property Questionnaire	35% of income toward housing expenses No minimum down payment required	
To Be Invited To Submit Full Application	35% of income toward housing expenses 5% minimum down payment required (no loans or grants)	
To Be Income Certified To Purchase Unit	33% of income toward housing expenses	
	35% of income toward housing expenses with ownership waiver ²	
UHAC Requirement (Without Waiver)	33% of income toward housing expenses	
¹ Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent's website.		
² Rental and Purchase waiver requirements are explained in the <i>Minimum Income</i> Section of this Chapter (see Section 4).		
³ The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or their household's actual utility costs may be less because of energy improvements.		

7. Minimum Credit Score

For all purchase units, the Administrative Agent will review the self-reported credit score of the applicants when determining preliminary eligibility. The Administrative Agent will determine the minimum determined credit score (such as 600) based on the current credit requirements of banks, and the same standard will be applied to all applicants.

There will be no minimum credit score for applicants paying cash for their homes since they do not need to qualify for a mortgage.

Applicants for rental units will be advised of the minimum credit score required by the landlord. As stated above, Affordable Units are “private” market units where rents are set, and while deed restricted as to time, they are still under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same as (and not more stringent than) the selection criteria for leasing market rate units.

8. Separated Applicants

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

In order to calculate the household income of separated applicants at the time of the full income certification for both rental and sale properties, the applicant will need to provide a settlement agreement, divorce decree, or a division of assets signed by both parties.

E. Annual Updates

In order to keep the waiting list current, households will be asked to update their contact and other qualifying information on the waiting list annually. Households that do not update their information will be removed from the waiting list.

F. Full Application

Households will be invited to submit a full application to purchase or rent an affordable unit in order for the Administrative Agent to determine the income eligibility of the household. Applicants will have seven (7) days to submit the income application and seven (7) day extensions are permitted for a total of two weeks (14 days). Once the full application is received, the Administrative Agent will complete a determination of the household’s eligibility within seven days.

G. Removal from the Waiting List

Applicants on the waiting list for Affordable Housing can be removed from the list for any of the following reasons:

1. The applicant's income exceeds the income guidelines;
2. The applicant does not have the minimum income to purchase or rent any units in the portfolio;
3. The applicant owns an asset that exceeds the Regional Asset limit;
4. The applicant requests to be removed;
5. The applicant submits fraudulent information during the income certification process;
6. The applicant fails to submit the complete application on time (this includes failure to provide documentation needed to verify income and other required documents);
7. The applicant fails to respond to an inquiry in a timely manner;
8. The applicant does not cooperate or is abusive with staff, property managers, or the sellers of Affordable Units;
9. The applicant does not meet the credit requirements or other tenant selection criteria required by the landlord;
10. The applicant is unable to secure a mortgage;
11. The applicant does not attend a budgeting/home buyer counseling class if such is required (e.g., for a waiver);
12. The applicant does not respond to requests to purchase or rent a unit;
13. The applicant does not submit an annual update; or
14. The applicant has been approved to rent or purchase a unit in the Municipality.

Applicants who are removed from the waiting list may reapply. If approved to rent or purchase a unit in the Municipality, they may reapply for other opportunities in the Municipality.

H. Income Certified Applicants on the Waiting List

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. In this case, the applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

IV. Determining Income Eligibility

To be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible. This income eligibility is modeled after the US Department of Housing and Urban Development's process known as Part 5. This system for determining eligibility is to sum the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

A. What is Considered Income

Figures 6 and 7 detail what sources of income are included in the income calculation and what sources of income are excluded as a source of income.

Figure 6: Income Sources Counted in Income Eligibility

Sources Considered Income	Description of Income Source
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Assets not earning a verifiable income shall have an annual imputed interest income using a current, average annual savings interest rate. (Use average daily balance of bank accounts for the calculations).
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in #14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in #3 of Income Exclusions).
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Child support is not counted as income if it is not being paid even though there is a court order.)
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except Armed Forces Hostile Fire Pay as stipulated in the Sources Not Considered Income Exclusions).
9. Rental Income From Real Estate	Rental income from real estate. Only the mortgage interest payment, insurance, taxes, and management expenses can be a deductible expense. (Mortgage principal payments cannot be deducted.) If the applicant owns real estate and does not receive rental income, the Administrative Agent may determine the fair market rent of the property to determine the potential rental income for the purposes of the application. If actual rent is less than fair market rent, the Administrative Agent shall impute a fair market rent unless rent control applies.
10. Imputed Interest from non-income producing assets such as real estate	Imputed interest is calculated on the equity of the asset. This applies to the equity of all non-income producing assets.
11. Property or Money Given Away in last 2 yrs	A percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Value of property will be based on tax assessment records using the following ratio: (land + improvements) / equalization ratio.

Only child support and alimony paid to another household by the applicant can be deducted from a household's income. Court ordered payments which are paid for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.

Figure 7: Income Sources NOT Counted in Income Eligibility (Per HUD Regulations)

Sources Not Considered Income	Description of Income Exclusions
1. Income of Children	Income from employment of children (including foster children) under 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property.
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HUD funded HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). ⁴
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> Amounts received under training programs funded by HUD. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a public housing authority ("PHA") or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the

⁴ The HUD funded HOME Investment Partnerships Program ("**HOME**") provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

Sources Not Considered Income	Description of Income Exclusions
	<p>same period of time.</p> <ul style="list-style-type: none"> Incremental earnings and benefits inuring to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and any such amounts are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Part time income of non-head of household persons enrolled as full time student. HOWEVER, all income from the head of household will be included even if he/she is a full time student.
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); Earned income tax credit refund payments received, including advanced earned income credit payments; The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a

Sources Not Considered Income	Description of Income Exclusions
	crime against the applicant under the Victims of Crime Act; and <ul style="list-style-type: none"> • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
18. Rental Assistance / Gifts For Housing Expenses	Sporadic or reoccurring gifts for housing expenses from family, friends, or community groups.
19. Repayment of Loan	Sporadic or reoccurring payments that are repayment of a loan from to the household.

B. Proof of Income and Other Supporting Documents

Extensive supporting documents are required to document the household's income and other qualifying criteria. The full list of required supporting documentation is provided in *Figure 8*.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- If there is someone listed on the applicant's bank statement that is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

Figure 8: Required Supporting Documents

Identification
<input type="checkbox"/> Personal photo identification: Driver's License, passport, or State ID
Income Related Documents – Provide All That Apply
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members
<input type="checkbox"/> Social Security: Most recent award letter
<input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification
<input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received
<input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status
<input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status
<input type="checkbox"/> Military Pay: Verification of military pay
<input type="checkbox"/> Workers' Compensation: Statement showing benefits
<input type="checkbox"/> Unemployment Benefits: Statement showing benefits
<input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes)
<input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)
Bank Statements & Other Accounts (Including JOINT ACCOUNTS)
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
Tax Returns
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy)
<input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years
<input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes
If Applicant Owns A Home, Condo, And/ Or Rental Property, The Following Is Required
<input type="checkbox"/> Current mortgage statement
<input type="checkbox"/> Investment property lease agreement (if applicable)
<input type="checkbox"/> Current year tax assessment record
<input type="checkbox"/> Real estate listing if this property is for sale
<input type="checkbox"/> Contract with the realtor listing property if property is for sale
<input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure
Other
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement
<input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status
<input type="checkbox"/> Section 8: Voucher (RENTAL ONLY)
<input type="checkbox"/> Mortgage Preapproval (OWNERSHIP ONLY)

C. Final Eligibility Determinations

After the household's annual income and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. outlined in *Chapter III* will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing. When a household is determined ineligible, an internal peer review of the income certification will be completed by the Administrative Agent. If the peer review confirms the ineligibility determination, the household will be notified in writing

and advised that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the New Jersey Mortgage and Finance Agency (“**Agency**”) (or its successor) for further appeal and review. The determination of the Agency (or its successor) shall be a final administrative action (i.e., decision) subject to review of the courts.

D. Misrepresentation of Information in Application

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

E. Changes to Income and/or Household Composition after Submittal

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week timeframe during which the household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period. See Glossary* for definition of “**Eligibility Period**”. If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

V. Ownership Program

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

A. Selling an Affordable Home

1. Request an Intent to Sell Package

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “**Seller**”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

2. Calculate the MRSP (Maximum Restricted Sales Price)

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued by the State of New Jersey is applied for each year the owner has owned the home. See Appendix A for updated maximum restricted sales price annual increase. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

3. Start Affirmative Marketing Process

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller

will be responsible for showing the home to interested buyers. These buyers will be pre-screened by the Administrative Agent. However, since they will not be income certified, the Seller CANNOT enter into a contract with the buyer until the buyer is income certified by the Administrative Agent. When a household decides to purchase the affordable home, the buyer will be sent a full income certification application. (See the *Purchase Agreements and Contracts* later in this Chapter.)

B. Buying an Affordable Home

1. Preliminary Application and Prescreen

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The process outlined in *Chapter III* will be followed even if the Seller has found a buyer interested in purchasing the property. The unit must be affirmatively marketed to other eligible households on the waiting list first.

2. Income Certification

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment if required by the bank or provided at buyer's option. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification. Closing costs cannot be added to their mortgage principal because the buyer can only finance 95 percent of the MRSP of the home.

3. Mortgage Provider

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a "*Private Mortgage*".) To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

4. Down Payment

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least a 5% down payment. The funds may be provided

as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available and provide program information to buyers.

5. Separated Spouses

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

6. Cosigners on Deeds and/or Mortgages Are Not Permitted

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the buyer's household and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. *For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.*

C. Purchase Agreement and Contracts For Sale

As the buyer and seller enter into negotiations, the purchase agreement is an "internal", not legally binding, COAH generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit ("**Purchase Agreement**"). All these terms are then set out in the contract for sale. Typically, the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all material terms of the transaction ("**Contract for Sale**"). The Contract for Sale can only be executed after the household is income certified.

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

1. MRSP and "Extras"

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on

the resale price of the unit itself. The personal property for sale cannot become a contingency of the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “extras” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: “Upon the resale of a restricted unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price.”

2. Accepting and Rejecting Offers

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

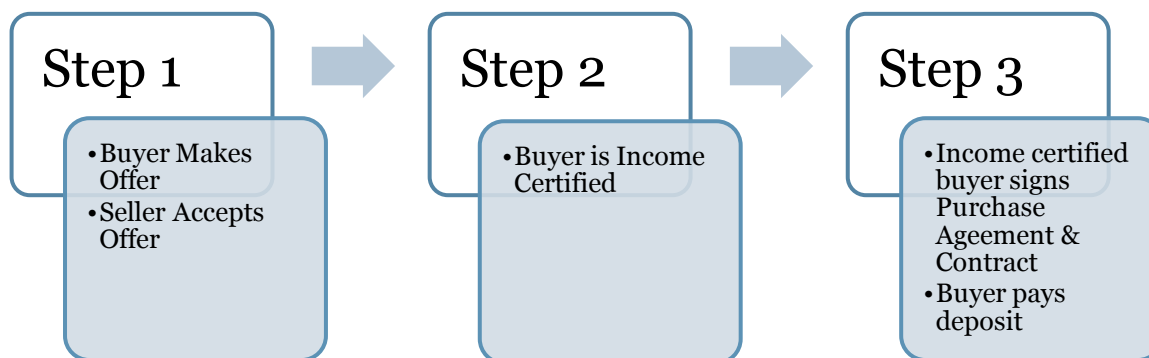
Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

3. Good Faith Deposit/Earnest Money

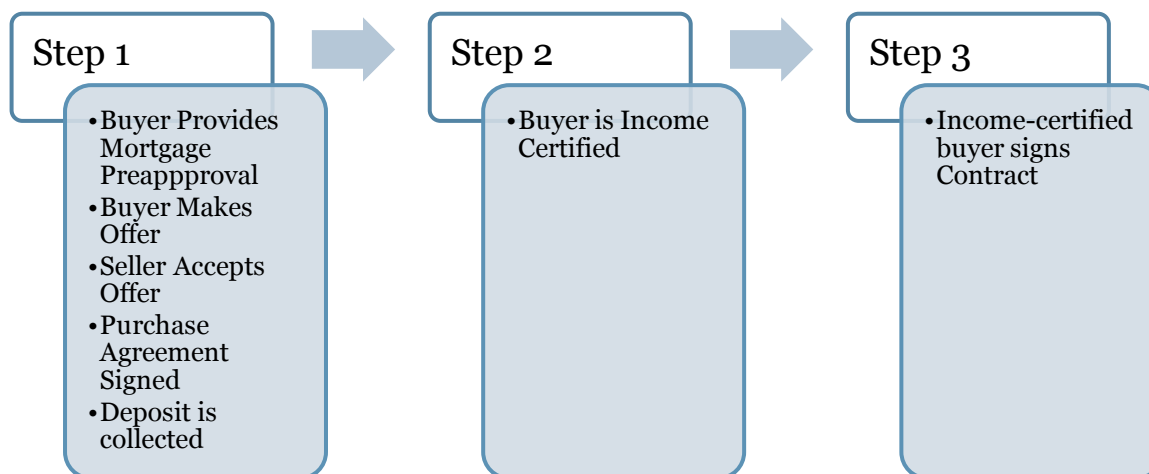
It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

4. Purchase Agreement and Income Certification

The Purchase Agreement is typically signed only after the household is income certified. (*See Figure 9 below.*) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. See Glossary for definition of “**Certified Household**”. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

Figure 9: Purchase Agreement Signed After Income Certification

However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown *Figure 10*, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

Figure 10: Purchase Agreement with Non-Income Certified Buyer

D. Attorneys

New Jersey does not require that attorneys participate in real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

E. Realtors

A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The Seller provides the realtor's contact information to the Administrative Agent so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

F. Coordination of Closing

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

1. Required Legal Documents

The Administrative Agent will prepare the Affordable Housing documents summarized in *Figure 11*. If 95/5 is currently being used, we will continue to use 95/5 for resales. However, in all other cases, we will use Round III deed restrictions.

2. Resale of Affordable Units: Requirement for a Market Rate Appraisal

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the Municipality.)

For new units, the developer is responsible for providing the market rate appraisal. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. If the buyer's mortgage company will not be completing a market rate appraisal or it is a cash deal, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

Figure 11: Legal Documents for Ownership Units

	No Master Deed	Master Deed
Not a 95/5 Unit	<ul style="list-style-type: none"> ♦ Deed “A” o Certification “J” o Recapture Note “L” (DCA), “N” (Municipality), or “P” (Agency) ♦ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency) 	<ul style="list-style-type: none"> ♦ Deed “D” ♦ Restrictive Covenant “C-1” o Certification “J” o Recapture Note “L” (DCA), “N” (Municipality), “P” (Agency) ♦ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency)
95/5 Unit	<ul style="list-style-type: none"> ♦ Deed “B” o Certification “J” o Recapture Note “G” ♦ Recapture Mortgage “H” 	<ul style="list-style-type: none"> ♦ Deed “D” ♦ Restrictive Covenant “C-2” o Certification “J” o Recapture Note “G” ♦ Recapture Mortgage “H”
<ul style="list-style-type: none"> o Must be filed with Administrative Agent / Municipality ♦ Must be recorded with County 		
<p><i>95/5 Unit:</i> Existing projects (generally completed before 2004) are considered 95/5 units and the Legal Instruments for 95/5 units will be utilized.</p>		

3. Closing Fees

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

4. Closing Checklist

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit must be the owner’s primary residence;

- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Improvements made to the unit will not increase the MRSP. However, as permitted under UHAC (N.J.A.C. 5:80-26.9), an owner “may apply to the Administrative Agent to increase MRSP for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom [additional bedroom, cost of central air conditioning ... see N.J.S.A. 5:80-26.9]. In no event shall the MRSP or an improved housing unit exceed the limits of affordability for the larger household.”

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

G. Refinance Requests

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

Reverse mortgages are not prohibited by UHAC. However, lenders have historically not approved reverse mortgages on deed restricted affordable properties because of the refinance limits. Any requests for reverse mortgages should be carefully reviewed to ensure that there is no way the loan amount will exceed 95 percent of the MRSP.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

H. Annual Mailing

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked “do not forward”, and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

I. Report that Owner is Not Living in the Unit and/or Renting Unit

When the Administrative Agent obtains indications that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the Municipal Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, including copies of their driver’s license and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;
- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and

- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the Municipality through its Tax Collection and/or Assessor's Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the Municipal Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

K. Waivers

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

1. Request to Rent Affordable Unit

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months or less). A request for a waiver in order to move to another city to "try out" a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection.

Other requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

2. Request to Sell to a Higher Income Household

After an Affordable Unit has been for sale for over 90 days, the owner may request that it be sold to someone in a higher income level. The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the Affordable Unit has exceeded the "typical" time period it takes to sell a home under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a waiver. The Administrative Agent will review the sale price of recent, comparable

affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the home has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, and the owner has shown the Affordable Unit to interested buyers, the waiver may be approved. This waiver will only apply to this sale, and the original income restriction will remain for future sales.

L. Requests for Improvements

The Administrative Agent will review requests to increase the MRSP of the Affordable Unit on the basis of capital improvements. Eligible capital improvements shall be an increase in the number of bedrooms only.

Owners may make other improvements to their Affordable Units, and they are not required to request approval from the Administrative Agent. This includes improvements such as new countertops or flooring that do not increase the MRSP.

M. Transfer of Ownership to Non-Income Certified Owner

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- Transfer of ownership between husband and wife;
- The transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; or
The transfer of ownership through an executor's deed to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).

This waiver will only apply to this sale, and the original income restriction will remain for future sales.

N. Enforcement

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

VI. Rental Program

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

A. Filling Affordable Rental Vacancy

1. Landlord Notifies of Vacancy

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

2. Calculating the Maximum Rent at Vacancy

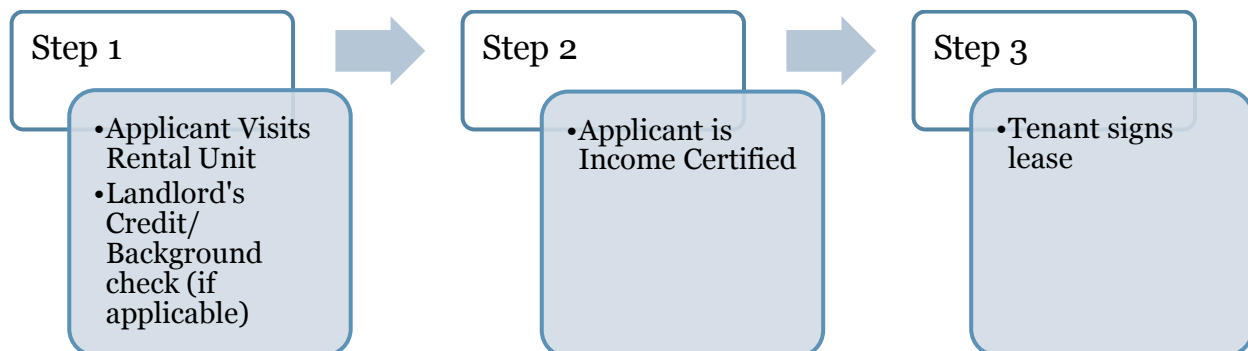
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. See Appendix A for updated maximum annual rent increase. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) At the landlord's discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

3. Referring Applicants to Landlord

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next household on the waiting list passes the Administrative Agent's preliminary screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the landlord's application and pay any required landlord fees. (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

If the landlord approves the applicant, the landlord will notify the Administrative Agent and the Administrative Agent will invite the applicant to submit a full application (*Figure 12*).

Figure 12: Rental Income Certification Process



4. Income Certification and Signing the Lease

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

B. Lease Renewals

The Administrative Agent will calculate the allowable maximum rent each year (please see Appendix A entitled “Methodology for Calculating Regional Income Limits and Rental Increases”). The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, the tenant’s right to tenancy at the allowable rent does not vary with any increases or decreases in the tenant’s income.

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. *For example, if the landlord does not take the 2015 increase in 2015, they may not take the 2015 and 2016 increase the following year if the current tenant does not move out.*

Month-to-month leases are permitted. Additional fees for month-to-month leases are considered “optional fees.” See discussion of optional fees in *Chapter II*.

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

C. Adding Additional Household Members to the Lease

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from changing the number of household members on the lease following occupancy. However, all changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new tenant’s lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.

D. Income Designation of Units Are Fixed

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason. *For example, if Unit 301 is a 3 bedroom Low-Income Unit and unit 201 is a 3 bedroom Moderate-Income unit, the landlord CANNOT change Unit 201 into the Low- Income unit and unit 301 into the Moderate-Income unit.*

E. Evictions

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

F. Enforcement

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*.

VII. Appeals

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

If a policy or decision regarding this program is appealed by an outside party, the Municipal Housing Liaison (a position established by Municipal Ordinance) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Executive Director of the Agency (or its successor) for review or to the Superior Court of New Jersey, Union County.

VIII. Enforcement

The Municipality's Affordable Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. Please refer to Municipality's Ordinance for the complete list of enforcement activities upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant. Some of these remedies may include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

A. Written Notice

In accordance with the Municipality's Affordable Housing Ordinance, the Municipality will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the Municipality may take the actions outlined in this Chapter.

B. Penalties

The Municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the Affordable Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$500 per day or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment into the Municipality's Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The Municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a

judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

C. Sheriff Sale

Such judgment shall be enforceable, at the option of the Municipality, by means of an execution sale by the Sheriff, at which time the very low, low, or moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Municipality fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the very low, low, or moderate income unit. The excess, if any, shall be applied to reimburse the Municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the Municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by the Municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

Foreclosure by the municipality due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the very low, low, or moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable Unit.

The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the very low, low, or moderate income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the MRSP for which the very low, low, or moderate income unit could have been sold under the terms of the regulations governing Affordable Units. This excess shall

be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

Failure of the very low, low, or moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the MRSP of the very low, low, or moderate income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

In the event that any provision in this Manual differs from the terms or penalties identified in the most current Affordable Housing Ordinance, then the Affordable Housing Ordinance (as may be from time to time modified, amended and/or revised by relevant New Jersey State laws and/or regulations) shall prevail. The invalidity or nonenforceability of any provision of this Manual in any respect shall not affect the validity or enforceability of any other provision of this Manual in any other respect.

GLOSSARY

“Administrative Agent” means the entity responsible for the administration of Affordable Units in accordance with the Municipality’s Affordable Housing Ordinance and as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.15.

“Affordable” means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing” means housing units restricted to income-eligible very-low, low and moderate income households.”

“Affordable Housing Development” means a development included in the Housing Element and Fair Share Plan, and includes but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent Affordable Housing development.

“Affordable Housing Unit” for the purposes of this manual means a housing unit proposed or created pursuant to the Fair Housing Act, for which credits are obtained pursuant to COAH regulations, and/or funded through an affordable housing trust fund.

“Affordability Average” means the average percentage of median income at which new restricted units in an Affordable Housing development are affordable to very low, low- and moderate-income households.

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

“Age-Restricted Unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Application” means both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the Municipality.

- **“Preliminary Application”** means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This

Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.

- **“Full Application”** means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the Household’s eligibility.

“Certified Household” means a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household.

“Closing Disclosure Form” means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“closing costs”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

“COAH” means the Council on Affordable Housing, or successor agency, which is in, but not of the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act “to have primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this State” N.J.S.A. 52:27D-304 (a).

“Contract for Sale” means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, **“Purchase Agreement”**.

“CTM” means the online COAH Tracking and Monitoring system to which new units are added after initial sale or initial rental.

“DCA” means the State of New Jersey Department of Community Affairs.

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

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

“Eligibility Period” means once the Full Application for an Affordable Unit has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame, as the Household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

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

“Full Application” (see **“Application”**).

“Housing Authority” means the Public Housing Agency which manages and operates publicly assisted units in the Municipality.

“Affordable Housing Ordinance” means that chapter or section of the municipal ordinance (the rules, regulations and codes enacted by a local government) addressing local affordable housing programs and procedures, as may be amended and supplemented.

“HOME Program” means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

“Household” means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed 6/13/2016.
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/ See also UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.”

“Housing Region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA), as last defined by the United States Census Bureau.

“HUD” means the US Department of Housing and Urban Development. **“Interest Date”** means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

“LAD” means the [New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.](#), prohibits, among other discriminatory actions, discrimination when selling or renting property.

“Low-income Household” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Market-rate units” means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price.

“Maximum Restricted Sales Price” or **“MSRP”** means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with N.J.A.C. 5:80-26.3(e) which states that such units “shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. [See Glossary](#) for definition of **“Affordability Average.”** In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.” *For example, a two-bedroom moderate income unit originally sold for \$85,000 and another exactly similar unit originally sold for \$105,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

“Median income” means the median income by household size for the applicable housing region as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Municipal Housing Liaison” means a position established by ordinance of the Municipality where the individual as a part time or full time employee of the Municipality is responsible for the oversight and administration of the Affordable Housing program for the Municipality

“PHA” means Public Housing Authority. See below for definition.

“PMI” means private mortgage insurance. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the

lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the home's purchase price. PMI also is usually required when a homeowner is refinancing with a conventional loan and the owner's equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

“Preliminary Application” (see **“Application”**).

“Public Housing” “Public Housing Authority” means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned, operated and managed by a public housing authority (**“PHA”**). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units [.]” http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, HUD Website, accessed June 7, 2016.

“Purchase Agreement” means a not legally binding, “internal” COAH generated document between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See **“Contract of Sale”**).

“Random selection process” means a process by which currently income-eligible households are selected for placement in Affordable Units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized Affordable Unit (e.g., by lottery).

“Redevelopment Plan” means a plan adopted by the Municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Regional Asset Limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

If a Household (seeking to be certified for an Affordable Unit) owns a primary residence (with no mortgage on the property) valued at or above the regional asset limit as published annually by COAH, a Certificate of Eligibility will be denied unless the Applicant's existing monthly housing costs (including principal, interest, taxes homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the household's eligible monthly income. N.J.A.C. 5:80-26.16(b)(3).

“Regional Preference” means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their COAH housing region. If so, the municipality must state this preference as part of its affordable housing ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in their COAH housing region. COAH divides New Jersey’s 21 counties into six housing regions as outlined on COAH’s Annual Regional Income Limits Chart.

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

“Restricted Unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (“UHORP”) or the Market Oriented Neighborhood Investment program (“MONI”) of the Agency.

“UHAC” means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq.

“Very Low-Income Household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

“Very Low-Income Unit” means a restricted unit that is affordable to a very low-income household.

“Veterans Preference” means the municipality and Developer or residential development owner may enter into an agreement to provide a preference for affordable housing to very low, low and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. This provision is in accordance with N.J.S.A. 52:27D-311 (j). This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in this subsection, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. After the 120 –day marketing period, veterans will continue to get preference over non-veterans, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage.

Appendix A: Annual Information Update

The following information is subject to change annually:

- Regional Maximum Income Limits
- Regional Asset Limits
- Annual Maximum Restricted Sale Price Increase
- Annual Maximum Rental Increase Amount

In order to keep this manual current, Appendix A will be revised annually with updated numbers upon their general availability. See next page for the most recent information.

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan 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 municipality 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 municipality is located within, 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 municipality'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 B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the current year and shall be utilized until the municipality 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 Municipality 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.

In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

- a. The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- b. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Annual Information Update - Last Revised 11-2020

Region 2 Maximum Income Limits

Essex, Morris, Union and Warren

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$22,157	\$36,929	\$59,086	\$73,857
1.5 Person*	\$23,740	\$39,566	\$63,306	\$79,132
2 Person	\$25,322	\$42,204	\$67,526	\$84,408
3 Person*	\$28,488	\$47,480	\$75,967	\$94,959
4 Person	\$31,653	\$52,755	\$84,408	\$105,510
4.5 Person*	\$32,919	\$54,865	\$87,784	\$109,730
5 Person	\$34,185	\$56,975	\$91,161	\$113,951
6 Person	\$36,717	\$61,196	\$97,913	\$122,391
7 Person	\$39,250	\$65,416	\$104,666	\$130,832
8+ Person	\$41,782	\$69,637	\$111,419	\$139,273
* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).				

Region 2 Regional Asset Limit:

\$202,419

Region 2 Maximum Restricted Sale Price Increase:

4.71%

Region 2 Maximum Rental Increase:

1.90%