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**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
CRANFORD, COUNTY OF UNION**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY

DOCKET NO.: UNN-L-_____

CIVIL ACTION – *MOUNT LAUREL***COMPLAINT FOR DECLARATORY
RELIEF PURSUANT TO THE MOUNT
LAUREL DOCTRINE**

Declaratory Plaintiff, the Township of Cranford (hereinafter “Township” or “Cranford”), a municipal corporation of the State of New Jersey, with principal offices located at 8 Springfield Avenue, Cranford, New Jersey 07016 alleges and says:

Background

1. The Township is a body corporate and politic organized under the laws of the State of New Jersey.

2. The Township Committee is the governing body of the Township of Cranford and is responsible, *inter alia*, to ensure that Cranford takes the actions necessary to achieve and maintain compliance with its obligations under the laws collectively known as the “Mount Laurel doctrine.”

3. The “Mount Laurel doctrine” refers to the affordable housing laws of New Jersey resulting from the landmark cases commonly referred to as “Mount Laurel I” (*So. Burlington County N.A.A.C.P. v. Tp. of Mount Laurel*, 67 N.J. 151 (1975), *cert. denied*, 423 U.S. 808, 96

S.Ct. 18, 46 L.Ed.2d 28 (1975)), “Mount Laurel II” (So. Burlington County N.A.A.C.P. v. Tp. of Mount Laurel, 92 N.J. 158 (1983)), the New Jersey Fair Housing Act or “FHA” (N.J.S.A. 52:27D-301 et seq.) and related laws.

4. The Planning Board of the Township of Cranford is a municipal agency responsible under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), for formulating the Housing Element of the Township’s Master Plan in a manner that complies with the Township’s obligations under the Mount Laurel doctrine.

5. On May 22, 2013, Honorable Lisa F. Chrystal, J.S.C. entered a Round 3 Judgment of Compliance and Repose (“JOR”) in favor of Cranford Township.

6. The JOR conferred protection from all exclusionary zoning litigation until December 31, 2018, which means the Township is immune from such litigation until December 31, 2018.

7. The Township seeks to extend immunity past December 31, 2018 so that it may enter into a settlement with FSHC resolving all issues and, if negotiations fail, secure approval of a housing element and fair share plan that fully satisfies its current affordable housing responsibilities.

8. The JOR approved a housing element and fair share plan that satisfied the Township’s prior round responsibilities and memorialized the Court’s finding that the Township had a realistic development potential (“RDP”) of five (5) at that time.

9. Since Judge Chrystal determined that the Township had an RDP of five, various changed circumstances have occurred resulting in the Township’s RDP climbing, according to its calculations, to 85.

10. Since Judge Chrystal entered the JOR, there has been a change to one of the sites that was used to satisfy the Township's obligations.

11. More specifically, the JOR memorialized the right of the builder's remedy plaintiff, Cranford Development Associates, LLC ("CDA") to construct a 360-unit inclusionary rental development that would include 54 affordable, deed restricted units on a parcel commonly referred to as the Birchwood site.

12. The project generated enormous controversy because the community felt overwhelmingly that the construction of 360 units on the Birchwood site was excessive.

13. Consequently, CDA and the Township negotiated an agreement by which the Township would buy the site so that the Township would then be in a position to downscale the proposed development of the site and satisfy the shortfall created by the downscaling.

14. More specifically, after the Township acquired the site leaving the developer with no further cognizable interests in the litigation, the Township negotiated an agreement with another developer to develop the site with 225 units instead of 360.

15. With the reduction in the total number of units came a commensurate reduction in the number of affordable units that the site would generate from 54 to 34 affordable units.

16. As a result of various changed circumstances, the Township has recalibrated its RDP and concluded that its RDP has climbed from 5 to 85. In addition, the Court may increase to 105 depending upon the Court's ruling on a pending motion.

17. The Township devised a plan to address the 20 unit shortfall; to amend its plan to account for changed circumstances that cause its RDP to increase from 5 to 85 and to obtain a JOR that would protect the Township until 2025.

18. The Township's plan was to bring a motion pursuant to which it asked the Court to take the following procedural approach to amend Cranford's Round 3 Judgment of Compliance and Repose:

- a. Grant the Township leave to amend its Round 3 JOR;
- b. Direct Special Master McKenzie, in accordance with paragraph 7 of the JOR, to review the Township's RDP analysis and its claims to credits and advise the Court as to her recommendations as to the magnitude of the RDP and the number of credits to which the Township is entitled;
- c. Direct the Township to provide the Special Master with a preliminary plan on how to address the unmet need, without prejudice to any position the Township may have on this issue, by a date the Master specifies, and ask the Master to provide the Court with her recommendations;
- d. Require the Township to conform with COAH's procedural regulations at N.J.A.C. 5:91-13.1 through 13.6 to guide the Township, the Special Master, and any interested parties through the Affordable Housing Plan amendment process, the objection process, and the review and approval process culminating in a future Compliance Hearing.

19. On September 19, 2017, the Court denied the Township's motion; and directed the Township to bring a motion to explain how it would address the 20 unit gap created by the downscaling of the CDA project. The Court also directed the Township to bring a DJ action before the expiration of immunity on December 31, 2018 because the Court was familiar with and comfortable with this approach. See Order, dated September 19, 2017.

20. The Township followed the direction of the Court:

21. On May 2018, the Township brought a motion seeking the following relief:

- a. The Township fully-addressed the 20-unit affordable housing crediting gap created by the Township's decision to decrease the permitted density on the parcel located at 215-235 Birchwood Avenue by way of "rental bonus credits" pursuant to N.J.A.C. 5:93-5.15(a).

- b. The Court shall retain jurisdiction on this docket number until December 31, 2018 solely to enforce the Township's rights and responsibilities under the JOR.

22. Instead of ruling on the motion, the Court gave the Township the opportunity to explain why it should be permitted to provide 20 fewer affordable units than contemplated by the JOR entered by Judge Chrystal in 2013.

23. Accordingly, on August 17, 2018, the Township filed supplemental papers, along with a proposed form of order seeking the following relief:

- a. Cranford Township is entitled to an additional 34 rental bonus credits.
- b. Cranford Township has the right to decide how to allocate its credits and bonuses between rounds.
- c. Cranford Township can allocate the rental bonus credits as set forth in a chart provided in the Township's supplemental papers, dated August 17, 2018

24. The Township's brief further provided an alternative for the Court's consideration if it is disinclined to allow the Township to decide how to apply the additional 34 rental bonuses to which the Township is now eligible as a result of the construction of additional family rental units. More specifically, the Township offered the following alternative for the court's consideration (a) to apply 20 affordable units to the 20-unit gap that had emerged in the affordable housing plan the Judge Chrystal had approved; (b) to reduce the recalibrated RDP by 34 to account for the 34 rental bonuses to which the Township is now entitled; and (c) to satisfy the RDP that remained after the 34 unit reduction in accordance with COAH standards.

25. On October 18, 2018, Hartz opposed the Township's motion and the Court has scheduled oral argument on the motion for November 30, 2018.

26. As a result of the foregoing, the Township presently remains uncertain as to how it will be able to apply the rental bonuses it can now claim since the rental units are now constructed.

27. Despite this uncertainty, the Township has aggressively sought to formulate a settlement proposal for the consideration of FSHC that would, if consummated, fully satisfy the Township's Mount Laurel responsibilities through 2025.

28. Although the Township has shared its proposal with the Master in her role as the facilitator of settlement, and although the Township has presented its proposal to FSHC, FSHC does not wish to entertain it until such time as the Township files this DJ action.

29. Therefore, pursuant to the direction of the Court to file a DJ action and in order to clear the way for the Township to attempt to achieve a global settlement with FSHC, the Township hereby is filing this DJ action with the intention of adopting a housing element and fair share plan after the Court's rulings on the pending motion concerning rental bonuses scheduled for November 30, 2018.

30. The Planning Board will adopt and the Township will endorse an affordable housing plan prior to expiration of immunity on December 31, 2018

31. This DJ action is based upon the Township's existing housing element and fair share plan (Exhibit A) as will be supplemented with an amended plan following the Court's ruling on rental bonuses, but prior to December 31, 2018 (Exhibit B).

COUNT I

Immunity from Mount Laurel Lawsuits and Approval of the Township's Housing Element and Fair Share Plan As May Be Supplemented

32. Pursuant to the Mount Laurel doctrine, New Jersey municipalities have a constitutional obligation to create a realistic opportunity for satisfaction of their "fair share" obligations subject to various adjustments and limitations.

33. Since 1986, the New Jersey Council on Affordable Housing ("COAH") has defined these obligations, and in 1986, the Supreme Court directed trial judges to follow

COAH's "decisions, criteria and guidelines" "wherever possible" (Hills Dev. Co. v. Tp. of Bernards, 103 N.J. 1, 63 (1986)).

34. One principle the New Jersey Supreme established in Mount Laurel II and that has echoed throughout Mount Laurel jurisprudence for the last three decades is that voluntary municipal compliance is preferable to compliance achieved through builder's remedy litigation. See e.g. Mount Laurel II, supra, 92 N.J. at 214 ("First, we intend to encourage voluntary compliance with the constitutional obligation. . . .") J.W. Field, 204 N.J.Super. at 451, 45-59 (identifying voluntary compliance as one of the "overriding policy objectives" of Mount Laurel II); N.J.S.A. 52:27D-303 (declaring "the State's preference for the resolution of existing and future disputes involving exclusionary zoning is the mediation and review process set forth in this act and not litigation, and that it is the intention of this act to provide various alternatives to the use of the builder's remedy as a method of achieving fair share housing."); Mount Laurel IV, 221 N.J. at 51 ("In enacting the FHA, the Legislature clearly signaled, and we recognized, that an administrative remedy that culminates in voluntary municipal compliance with constitutional affordable housing obligations is preferred to litigation that results in compelled rezoning." (citing Mount Laurel III, 103 N.J. at 21-22); K. Hovnanian Shore Acquisitions L.L.C. v. Twp. of Berkeley, A-594-01T1, 2003 WL 23206281, at 7 (App. Div. July 1, 2003)("the [Supreme] Court [in Toll Brothers v. West Windsor] emphasized that voluntary compliance is preferred, should be encouraged, and that a builder's remedy action should be considered a remedy of last resort."); Mount Laurel IV, 221 N.J. 1, 34 (2015)("In enacting the FHA, the Legislature clearly signaled, and we recognized, that an administrative remedy that culminates in voluntary municipal compliance with

constitutional affordable housing obligations is preferred to litigation that results in compelled rezoning.” (emphasis added).

35. Pursuant to the New Jersey Fair Housing Act (“FHA”), a municipality and its Planning Board can take the following steps to comply:

- a. The Planning Board develops and adopts a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”) as a component of the municipality’s Master Plan.
- b. The governing body endorses the Affordable Housing Plan previously adopted by the Planning Board.
- c. The municipality can thereafter seek and secure approval of the adopted and endorsed Affordable Housing Plan either through (1) an administrative process, which involves petitioning COAH for approval of the Affordable Housing Plan; or (2) through a judicial process, which involves bringing a declaratory relief action seeking plan approval from a trial judge in Superior Court. See N.J.S.A. 52:27D-313.
- d. Once the municipality secures approval of its housing element and fair share plan, only then does the FHA require the municipality to adopt the ordinances to implement it. N.J.S.A. 52:27D-314.

36. In the past, if a municipality secured approval of its Affordable Housing Plan through COAH, COAH adopted a resolution granting the municipality “substantive certification.” See N.J.S.A. 52:27D-314.

37. If the municipality, in the alternative, secured approval of its Affordable Housing Plan through the judicial process before the Law Division, the trial judge entered an order granting the municipality a “Judgment of Compliance and Repose” (“JOR”). Mount Laurel II, 92 N.J. at 291-92.

38. A grant of substantive certification from COAH or the entry of a Judgment of Compliance and Repose from a Court insulates the subject municipality from all exclusionary

zoning lawsuits for an extended period of time, and thereby rewards the municipality for voluntary compliance.

39. N.J.S.A. 52:27D-313(a) provides a 10-year period of repose beginning on the date the Affordable Housing Plan was initially filed with COAH.

40. N.J.S.A. 52:27D-309 and 316 provides that, if a municipality filed its Affordable Housing Plan with COAH before the institution of an exclusionary zoning suit in Court, that municipality *automatically* secured protection from exclusionary zoning lawsuits while it sought approval of its plan in the administrative process.

41. The judicial analogue to the statutory protections created in N.J.S.A. 52:27D-309 and 316 is commonly referred to as the “immunity doctrine.”

42. Pursuant to the authority conferred by Mount Laurel II, former Chief Justice Wilentz appointed three trial judges to implement the Mount Laurel doctrine, one of which was the Honorable Eugene D. Serpentelli, J.S.C. See Mount Laurel II, 92 N.J. at 216.

43. In January of 1985, in an oft-quoted opinion entitled J.W. Field Co., Inc. v. Tp. of Franklin, 204 N.J.Super. 445 (Law Div. 1985), Judge Serpentelli identified and explained the “seven overriding policy objectives” set forth in Mount Laurel II. *Id.* at 451.

44. Judge Serpentelli identified “voluntary compliance” as one of the Supreme Court’s overriding policy objectives and announced his willingness to grant immunity to municipalities to facilitate voluntary compliance. *Id.* at 456-59.

45. In January 1986, the Supreme Court expressly acknowledged that the three Mount Laurel trial judges were utilizing immunity orders to protect towns seeking to achieve compliance voluntarily. Mount Laurel III, 103 N.J. at 64

46. The Court also commended the trial judges on their “innovative refinement of techniques for the process of litigation.” Mount Laurel III, 103 N.J. at 29.

47. The immunity doctrine represented just such an innovative judicial technique.

48. In 2001, in K. Hovnanian Shore Acquisitions, Inc. vs Tp. of Berkeley, Docket No OCN-L-1120-01 (Law Div. August 31, 2001), Judge Serpentelli had the opportunity to reevaluate the vitality of the immunity doctrine because the plaintiff argued that the FHA extinguished the judicial immunity process by creating an administrative mechanism to secure immunity from builder’s remedy lawsuits.

49. Judge Serpentelli rejected that argument and reaffirmed the immunity procedures set forth in J.W. Field.

50. In 2003, the Appellate Division reaffirmed the immunity doctrine announced almost two decades earlier in J.W. Field. See K. Hovnanian Shore Acquisitions v. Tp. of Berkeley, 2003 WL 23206281, (App. Div. Jul 01, 2003).

51. Over the past three decades, trial courts throughout the state have routinely entered immunity orders to avoid unnecessary Mount Laurel lawsuits and to facilitate voluntary compliance.

52. On March 10, 2015, the Supreme Court expressly acknowledged and discussed the immunity doctrine yet again in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Committee on Affordable Housing, 221 N.J. 1 (2015)(“Mount Laurel IV”).

53. The immunity doctrine is based upon the principle that voluntary compliance is preferable to builder’s remedy lawsuit.

54. In fact, in Mount Laurel IV, the Supreme Court recently stated:

In enacting the FHA, the Legislature clearly signaled, and we recognized, that an administrative remedy that culminates in voluntary municipal compliance

with constitutional affordable housing obligations is preferred to litigation that results in compelled rezoning. See Hills, supra, 103 N.J. at 21–22, 510 A.2d 621. It is our hope that an administrative remedy will again become an option for those proactive municipalities that wish to use such means to obtain a determination of their housing obligations and the manner in which those obligations can be satisfied.

[221 N.J. at 34 (emphasis added).]

55. Similarly, the Appellate Division stated that trial judges should award builder’s remedies as a “last resort.” K. Hovnanian Shore Acquisitions v. Tp. of Berkeley, 2003 WL 23206281, (App. Div. Jul 01, 2003).

56. Ideally, if all New Jersey towns committed to comply voluntarily, the “builder’s remedy” would be rendered obsolete and unnecessary.

Mount Laurel IV Supports The Utilization of Immunity And Reliance On The FHA In The Wake Of Its Adoption

57. On March 10, 2015, the Supreme Court decided Mount Laurel IV.

58. In this case, the Supreme Court sought to create a judicial process that reflects “as closely as possible the FHA’s processes and provide the means for a town transitioned from COAH’s jurisdiction to judicial actions. . . .”

59. Indeed, the Supreme Court’s entire framework was to defer to the FHA as much as possible:

A. The Supreme Court emphasized its desire to follow the FHA processes “**as closely as possible.**” Id. at 6.

B. The Supreme Court stated that it would “**take our lead from the FHA.**” Id. at 27

C. **The Supreme** Court stressed its desire to provide municipalities “**like treatment to that which was afforded by the FHA.**” Ibid.

D. The Supreme Court also created a special standard for municipalities that do not file DJ actions within the 30-day window based upon the **lack**

of a “parallelism” in the FHA for standards for how to deal with this category of municipalities. Id. at 28.

E. The Supreme Court highlighted its desire to develop a process “**that seeks to track the processes provided for in the FHA.**” Id. at 29.

60. Based upon these rulings, trial courts should process DJ Actions in a manner as consistent with the FHA and COAH procedures as practically possible, but with wide judicial discretion geared at facilitating voluntary compliance.

61. It should also be noted that the Supreme Court emphasized that municipalities bear no responsibility for COAH’s failure to adopt Round 3 regulations: “[I]t bears emphasizing that the process established is **not intended to punish the towns represented before this Court, or those that are not represented but which are also in a position of unfortunate uncertainty due to COAH’s failure to maintain the viability of the administrative remedy.**” 221 N.J. at 23 (emphasis added).

62. In light of Mount Laurel IV, municipalities that file the appropriate pleadings and prior to the institution of a lawsuit will place themselves in a position to secure judicial review and approval of their Affordable Housing Plans, as supplemented or amended during the proceedings, free from the costs and burdens of unnecessary Mount Laurel lawsuits.

63. Such a procedure is consistent with the Fair Housing Act and is geared towards facilitating voluntary compliance.

Judge Jacobson’s Decision

64. There is no binding judicial determination of need for the Union County Vicinage.

65. Since the Mount Laurel IV decision, however, extensive litigation has occurred with respect to the obligations, including an interim Supreme Court decision on the so called

“gap period” and a 41-day trial in Mercer County adjudicating fair share disputes between the municipalities of that vicinage and FSHC, the NJBA and developers.

66. As it relates to Cranford, Econsult Solutions, Inc., the Township’s expert, opines that the Township’s obligations are as follows:

Prior Round	Rehab #	Gap	Prospective Need	Round 3 New Const.
148	86	66	81	147

67. Dr. David Kinsey, on behalf of FSHC argues that the Township’s obligations are as follows:

Prior Round	Rehab #	Gap	Prospective Need	Round 3. New Const
148	86	410	584	994

68. The Mercer County decision yields the following obligations:

Prior Round	Rehab #	Gap	Prospective Need	Round 3 New Const.
148	86	231	209	440

69. For the purposes of this DJ Action and the attached HEFSP, the Township assumed the Judge Jacobson/Mercer County number, but does so without prejudice.

70. Irrespective of the Township’s Round 3 obligation, the Township will seek a Vacant Land Adjustment to that number.

***The Township Of Cranford's Commitment To Comply With Its Constitutional
Mount Laurel Obligations Voluntarily Eliminate Any Need for Exclusionary
Zoning Lawsuits***

71. Cranford has demonstrated a long-standing commitment to comply with its Mount Laurel obligations voluntarily.

72. The Township now seeks to comply voluntarily with its newly defined obligations and seeks approval of its housing element and fair share plan ("HEFSP"), as may be amended or supplemented.

73. Towards this end, Exhibit A to this Complaint is the Township's adopted HEFSP. Exhibit B is the Township's summary of plan, which will be the foundation of a HEFSP that the Planning Board adopts and the Township endorses prior to the expiration of immunity on December 31, 2018.

74. Naturally, that plan may be modified as Planning Board and Township consider the public's comments as they act on the proposed plan.

75. The Township's summary of plan has been submitted to both FSHC and the Court's Special Master in an attempt to voluntarily come to global terms on a post-Mount Laurel IV global, Round 3 resolution of the Township's obligations.

76. The December 2018 adopted plan will be guided by this Court's decision of the Township's pending motion relating to the application of bonus credits, which decision is anticipated on November 30, 2018.

77. As negotiations ensue with FSHC and/or as the Court processes this DJ action, the December 2018 HEFSP may be revised, amended and/or supplemented through the Court's review process.

The Township Of Cranford Is Entitled To Remain Immune From All Exclusionary Zoning Lawsuits As It Continues to Implement Its Approved Affordable Housing Plan

78. Mount Laurel II precipitated a plethora of exclusionary zoning lawsuits primarily by developers seeking a builder's remedy. See Frizell, 36 N.J. Prac., Land Use Law § 18.4 (2d ed.) ("Within a year after Mt. Laurel II was decided, more than 100 lawsuits had been filed throughout the State seeking to break down exclusionary suburban zoning barriers.") See also J.W. Field 204 N.J. Super at 254-55 (wherein Judge Serpentelli stated: "The experience of this court demonstrates that the level of Mount Laurel litigation has increased dramatically since Mount Laurel II and every suit has been brought by a builder rather than a nonprofit or public agency.")

79. The Legislature enacted the FHA to create an alternative to resolving affordable housing disputes through builder's remedy litigation. N.J.S.A. 52:27D-303.

80. To implement its desire to curtail the excessive litigation precipitated by Mount Laurel II, "[t]he Act prohibits any court from imposing a builder's remedy on a municipality until five months after the Committee adopts its criteria and guidelines. Mount Laurel III, 103 N.J. at 38-39 (referencing N.J.S.A. 52:27D-328).

81. In large measure, the Act and Mount Laurel IV seek to incentivize voluntary compliance via immunity from litigation.

82. The Township has remained immune from litigation under the 2013 JOR and now seeks voluntary review of the HEFSP that will be adopted and endorsed prior to the expiration of immunity on December 31, 2018.

83. The Township is entitled to immunity while the Court review its plan, as may be amended and supplemented during the review process pursuant to Mount Laurel IV.

WHEREFORE, the Township of Cranford, as a Declaratory Plaintiff, hereby demands judgment granting the following relief:

1. The entry of an Order granting the right of the Township and its Planning Board temporary immunity from Mount Laurel lawsuits commencing from December 31, 2018 and until such time as the Court completes its review and approval of (a) any settlement that the Township may be able to achieve with FSHC or (b) the December 2018 Plan, as may be supplemented and/or amended.
2. The entry of a JOR conferring immunity through July 1, 2025 upon approval of a HEFSP that arises from a global settlement with FSHC or otherwise if settlement is not achieved.
3. The entry of an order(s) to grant such other relief as the Court deems just and equitable.

COUNT II

Approval of the Township's Amended Mount Laurel Spending Plan and Guidelines Concerning When Trust Funds Are Properly "Committed"

1. The Township repeats, realleges, and incorporates the statements in Count I as if set forth fully herein.
2. Subject to certain conditions, the FHA expressly permits municipalities to collect fees from residential developers and requires municipalities to collect development fees from non-residential developers. See N.J.S.A. 52:27D-329.2.
3. Upon collection, municipalities must deposit all relevant fees into a Mount Laurel Trust Fund.
4. Municipalities cannot expend Mount Laurel funds without securing approval from COAH, who has "exclusive jurisdiction" pursuant to Section 329.2 of the FHA.

5. Since COAH is no longer a functioning agency, the Appellate Division ruled that COAH violated its statutory duty to adopt regulations providing guidance to municipalities on the “commit to expend” requirement set forth in N.J.S.A. 52:27D-329.2. In re Committee on Affordable Hous. to Adopt Trust Fund Commitment Regulations, 440 N.J.Super. 220 (App. Div. 2015)(“In re Affordable Housing Trust Funds”).

6. Since that ruling, COAH has also declined to approve Spending Plans, leaving that task to trial judges who will determine the viability of whatever affordable housing plan evolves out of the judicial process.

7. The Township intends to submit a duly-adopted Mount Laurel Spending Plan to the Court for review and approval so that it can continue to expend funds to facilitate implementation of the Township’s Affordable Housing Plan.

8. As to the commit to expend requirement previously referenced, the FHA also requires Mount Laurel funds to be expended or committed to expend within four years of collection. N.J.S.A. 52:27D-329.2.

9. Relative to this provision, however, the Legislature directed COAH to promulgate regulations to define when trust funds are properly “committed.” Ibid.

10. COAH failed to promulgate such mandatory regulatory guidelines.

11. In In re Affordable Housing Trust Funds, the Appellate Division ruled that COAH violated its statutory duty to adopt regulations providing guidance to municipalities on the “commit to expend” issue.

12. The Appellate Division also enjoined the state from seizing any trust funds, unless “an appropriate body of the State” files applications with the courts in cases where the

municipality, “under any rational interpretation of the relevant statutory terms, failed to commit funds.” Id. at 228 n. 10.

13. Finally, consistent with the Supreme Court’s rulings in Mount Laurel IV, the Appellate Division held: “The use and disposition of those funds will hereafter be decided, in the first instance, by Mount Laurel-designated trial judges.” Ibid.

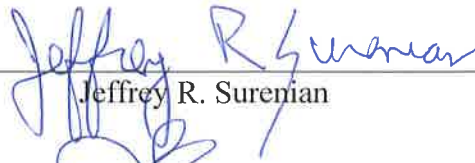
In the case entitled In re Adoption of Monroe Tp. Housing Element, 442 N.J. Super. 565 (2015), the Court ruled that the four year commit to expend requirement does not commence until approval, or rejection, of the affordable housing plan.

WHEREFORE, the Township of Cranford, as a Declaratory Plaintiff, hereby demands judgment granting the following relief:

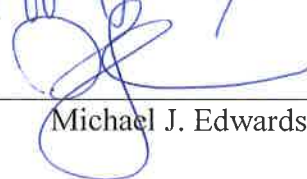
1. The entry of an Order approving the Township’s Amended Spending Plan, in its current form or as amended in the future, and declaring that the Township is free to expend the funds consistent with the programs contemplated in its Spending Plan.
2. The grant of such other relief as may be just and equitable.

JEFFREY R. SURENIAN AND ASSOCIATES, LLC
Attorneys for Declaratory Plaintiff, Township of Cranford

By: _____


Jeffrey R. Surenian

By: _____


Michael J. Edwards

Dated: November 20, 2018

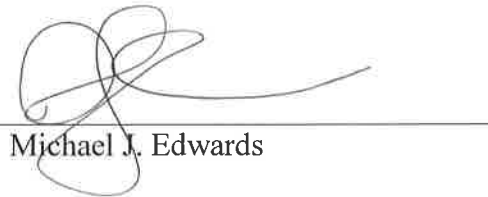
CERTIFICATION

I hereby certify that the within matter is not the subject of any other action pending in any other Court or arbitration process of which the undersigned is aware. I further certify that no other action or arbitration process is contemplated. I further certify that it is not contemplated that any other party should be joined in this action, except for the Planning Board of the Township of Cranford.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

JEFFREY R. SURENIAN AND ASSOCIATES, LLC
Attorneys for Declaratory Plaintiff, Township of Cranford

By


Michael J. Edwards

Dated: November 20, 2018

EXHIBIT A

Housing Element Fair Share Plan

(Appendices to be provided upon request)



BIRDSALL SERVICES GROUP
ENGINEERS & CONSULTANTS

RECEIVED DEC 18 2013


JOB NO. 30582100000

HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF CRANFORD UNION COUNTY, NEW JERSEY

**Cranford Township Planning Board
Adopted on April 3, 2013**

Prepared By:


Sanyogita S. Chavan, P.P., AICP
New Jersey License No. 05933
Original is Sealed

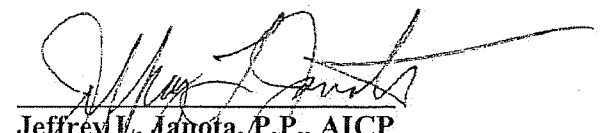

Jeffrey L. Janota, P.P., AICP
New Jersey License No. 05827
Original is Sealed

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- L. Miscellaneous Ordinances, Resolutions, Contracts
 - Attachment A – Draft Contract for the administration of affordable housing units
 - Attachment B – Draft Ordinance Creating The Position of Municipal Housing Liaison for the purpose of administering Township of Cranford's Affordable Housing Program
 - Attachment C – Draft Resolution Appointing a Municipal Housing Liaison
 - Attachment D – Draft Resolution Appointing a Municipal Administrative Agent

SECTION I
HOUSING PLAN ELEMENT

I. HOUSING PLAN ELEMENT

A. Introduction

The New Jersey Municipal Land Use Law (N.J.S.A. 40:55D et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 to -329) require municipal planning boards to adopt a Housing Plan Element into its Master Plan and further require the governing body of each municipality to endorse a Fair Share Plan. More specifically, the Fair Housing Act (“FHA”) and Municipal Land Use Law (“MLUL”) require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, “with particular attention to low- and moderate-income housing.” In accordance with the Fair Housing Act at N.J.S.A. 52:27D-310, a Housing Element shall contain at least the following:

1. 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;
2. 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;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. 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
6. 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.

In addition to the above requirements, the Third Round Substantive Rules (N.J.A.C. 5:97 et seq.) contain requirements for the preparation of Housing Plan Elements and Fair Share Plans. "Fair Share Plan" is defined as follows at N.J.A.C. 5:97-1.4:

"Fair Share Plan" means the plan that describes the mechanisms and the funding sources, if applicable, by which a municipality proposes to address its affordable housing obligation as established in the housing element, includes the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:97-3.

The Substantive Rules require that the Fair Share Plan include a Plan to address the rehabilitation share and prior round obligations. In addition, the Rules require that the Plan be in accordance with the Fair Housing Act.

The Third Round Substantive Rules became effective on June 2, 2008, with amendments through October 20, 2008, and govern the Fair Housing Act compliance for the period 1999-2018. However, these regulations were challenged in Court and subsequently on October 8, 2010, the Appellate Division issued a decision that invalidated portions of N.J.A.C. 5:96 and 5:97 (In re: The adoption of N.J.A.C. 5:96 and 5:97, 412 N.J. Super 468, Appellate Division 2010).

The Court invalidated the growth share regulations that were used to calculate a municipality's Third Round obligation for the period of 2000 to 2018. The Court held that the growth share formula provided an avenue by which a municipality could reduce its affordable housing obligation by suppressing its growth. In addition to the invalidation of the growth share portion of the regulations, the court also invalidated other portions of the regulations including the prohibition of rental bonus credits for units addressing first and second round obligations that have not yet been constructed; rules requiring a 25 percent affordable housing set aside without a substantial density bonus; rules allowing municipalities to propose 100 percent affordable housing projects without specifying the location of sites or source of funding; and bonuses for compliance from the years 2004 to 2008. This Housing Plan Element and Fair Share Plan has been prepared in accordance with the October 8, 2010 Appellate Division decision.

It is important to note that the Township has not currently been assigned a third round affordable housing obligation, as the invalidation of the growth share methodology has removed the basis for calculating municipal third round affordable housing obligations. Notwithstanding the above, the Township acknowledges that upon the future adoption of new affordable housing regulations by the State it is possible that Cranford Township will have a third round obligation. Regardless of the size of the future third round obligation the Township contains a very limited supply of vacant developable land and will only be able to provide affordable housing to the extent that this land and future redevelopment opportunities can provide. The lack of vacant developable land is evident in the Vacant Land Capacity ("VLC") analysis prepared by Birdsall Services Group included in Appendix A of this Plan. The VLC provides an analysis of vacant developable land and its capacity to accept development.

Therefore, the Report provides a valid basis for a third round vacant land adjustment in the absence of new affordable housing regulations. The VLC demonstrates that the Township's vacant developable land could only support a Realistic Development Potential ("RDP") of five (5) affordable housing units. A detailed description of how the 5-unit figure was calculated is included within the VLC within **Appendix A** of this Plan.

The Special Master for Cranford Township, Elizabeth C. McKenzie, P.P., P.A., appointed by Superior Court of New Jersey (Union County) has recommended that the Township plan for its potential future third round obligation in order to obtain a Judgment of Repose through December 31, 2018. In accordance with that request, the Township has planned for a potential future third round affordable housing obligation of five (5) units based upon the findings of the VLC Report. This third round Plan is included within Section II, Fair Share Plan.

Based upon the requirements set forth above, this Housing Plan Element and Fair Share Plan has been prepared in accordance with the MLUL, FHA, Third Round Substantive Rules, Third Round Procedural Rules (N.J.A.C. 5:96-1 et seq.), October 8, 2010 Appellate Division decision and the Affordable Housing Reform Statute (P.L. 2008, c.46). This Plan is consistent with the Master Plan of the Township of Cranford, including the Principles, Goals, Objectives and Development Policy and Land Use Plan Elements of the Master Plan. Additionally, this Plan has been prepared in accordance with the December 9, 2011 court Order Granting Relief in Exclusionary Zoning Litigation which is included within **Appendix B**. Detailed discussion of this Order is included within the next section.

Reasons for the Amendment to the December 2008 and May 2012 Housing Plan Element and Fair Share Plan

Cranford Township's Housing Plan Element and Fair Share Plan implementation 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. Subsequently, litigation was commenced against the Township by Cranford Development Associates, LLC et als., on November 12, 2008, entitled Cranford Development Associates, LLC at als. v. Township of Cranford et al., Docket No. UNN-L-3759-08. Subsequently, on December 3, 2008 the Cranford Township Planning Board adopted the 2008 Housing Plan Element and Fair Share Plan, which was then endorsed by the Township Committee on December 9, 2008.

A comprehensive update of the 2008 Plan was prepared and was adopted by the Planning Board on May 2, 2012. This Plan was prepared in accordance with the December 9, 2011 Order Granting Relief in Exclusionary Zoning Litigation issued by Honorable Judge Lisa F. Chrystal, JSC in Cranford Development Associates, LLC at als. v. Township of Cranford et al. Subsequent to the adoption of the 2012 Plan, the Special Master had requested that all the supporting documents be included as amendments to the Plan and be a part of the adopted Plan. Documentation was

required in order to substantiate the credits requested for the existing special needs housing. At this time the Township has been unable to obtain the contractual funding documentation or deed restriction, which would have qualified the two Community Access group homes for credits. These group homes, based upon the Township's tax records, contain a total of ten (10) bedrooms and therefore would have qualified for ten (10) credits rather than the eight (8) credits mentioned within the 2012 Plan. The amended Plan therefore excludes these credits within the prior round but it should be noted that in the event the Township is able to obtain all the necessary documentation, the Township intends to claim these ten (10) credits at a later date either to satisfy the prior round obligation or the Third Round or any future obligations as per the pertinent housing regulations, legislative action or court decisions at that time.

The Fair Share Plan section of this Plan contains the projects and programs required by the Court in order to provide an opportunity for affordable housing for low- and moderate-income households in Cranford Township. The affordable housing projects and programs set forth in this Plan provide the basis for, and demonstrate that the Township of Cranford is eligible for, a Judgment of Repose through December 31, 2018. In addition, implementation ordinances for the Cranford Development Associates project and the Lehigh Acquisition Project were adopted by the Cranford Township Committee in 2012 and 2010, respectively.

Summary of the Township's Affordable Housing Obligation and Fair Share Plan

This Plan demonstrates how Cranford Township will satisfy its fair share of the region's affordable housing need. In accordance with the requirements set forth above, the Housing Plan Element of the Master Plan is presented within Section I of this Plan. Section II of this Plan contains the Township's Fair Share Plan, which includes the strategies, implementation techniques, and the funding sources Cranford intends to utilize to implement its Fair Share Plan.

In order to create the Fair Share Plan, the Township determined its affordable housing obligations using COAH's Substantive Rules pursuant to N.J.A.C. 4:97-1 et. seq. Appendices B and C of the Rules set forth for the Township a rehabilitation share of 55 units and a prior round obligation of 148 units, respectively. As mentioned previously, the Township has also provided a plan to address a potential future third round obligation. The potential third round obligation of five (5) units calculated within the VLC Report has been utilized as the basis for the third round portion of the Plan.

The Township has not included a prior round Vacant Land Adjustment as part of this Plan. However, the Cranford Township reserves the right to request a prior round Vacant Land Adjustment in the future in accordance with applicable affordable housing regulations. The Township also reserves the right to amend all portions of this Plan, including Prior and Third Round portions of the Plan and the third round

vacant land adjustment based upon any new affordable housing regulations, legislative action or court decisions that occur, provided that there shall be no changes affecting the development of the Lehigh Acquisition Corp. site, subject to a Settlement Agreement which was approved by the Court by Order, as amended entitled "Consent Judgment for Builder's Remedy" dated January 28, 2011, and no changes affecting the development of the Cranford Development Associates site in the absence of a successful appeal of the Builder's Remedy awarded by the Court on December 9, 2011, without the specific approval of the Court.

Cranford's affordable housing obligation is summarized within Table 1, below.

Table 1: Affordable Housing Obligation	
Type of Obligation	Units
Rehabilitation Obligation	55
Prior Round Obligation	148
Potential Third Round Obligation	5
Total	208

The Township proposes to satisfy the 55-unit rehabilitation share through implementing a program to provide 55 rehabilitation units. Cranford proposes to address the entire 148-unit prior round obligation through the construction of 92 non age-restricted affordable rental units, 50 existing age-restricted rental units, three (3) existing special needs facility units and three (3) rental bonus credits which yields a total of 148 credits.

The Township intends to address its potential future third round obligation through six (6) non age-restricted affordable rental units and one (1) existing age-restricted rental unit, which satisfies its five (5) unit obligation with two (2) excess credits. In addition, 85 potential surplus credits are provided within this Plan which may be used in addressing any future affordable housing obligation that may be assigned to the Township. Detailed information regarding each of these projects is included within the Fair Share Plan section of the Plan and on the project forms in **Appendix E**.

B. Analysis of Housing Stock

As per the 2000 Census, there were a total of 8,560 housing units in Cranford Township. In the past ten years according to the 2010 Census, the Township has added another 256 housing units. Therefore there are a total of 8,816 housing units in Cranford Township. Of the total housing units in the Township, 97.36 percent or 8,583 units are occupied. Furthermore 6,994 of these units are owner-occupied. The remaining 1,589 housing units are renter-occupied, which makes up 18.5 percent of the occupied housing units. This is an increase of 163 rental units from the 1,426 rental units as per the 2000 Census. As of February 9, 2012, information for Cranford Township in the "housing units in structure" forms from the 2010 Census has not been reported. This data is reported within the 2000 US Census data, which was collected in 1999 and is more than 12 years old. Therefore the Plan relies upon the

2008-2010 American Community Survey 3-year estimates. These estimates have been compared with the 2000 census data as illustrated within Table 2, below. The Township contains predominantly single-family detached dwelling units. Over the course of the decade, however, a decrease in single-family attached housing units and an increase in the number of two-family dwelling units has been estimated.

Table 2: Housing Units				
Units in Structure	2000		2010*	
	Number	Percent of Total Units	Number	Percent of Total Units
1-Unit Detached	6,418	76.43%	6,366	74.44%
1-Unit Attached	228	2.72%	271	3.17%
2 units	775	9.23%	1018	11.90%
3 or 4 units	192	2.29%	133	1.56%
5 to 9 units	120	1.43%	173	2.02%
10 to 19 units	108	1.29%	185	2.16%
20 units or more	550	6.55%	406	4.75%
Mobile Home or trailer	6	0.07%	0	0.00%
Other	0	0.00%	0	0.00%
Total	8,397	100.00%	8,552	100.00%

Source: 2000 Census

*There is a slight difference between the total number of housing units noted here and those noted within the 2010 Census. As the census data for housing types has not been released as of February 9, 2012, the above numbers are based upon the 2008-2010 American Community Survey 3-Year Estimates.

Cost of Housing Stock

In the Township of Cranford the median value of sales housing was \$233,600 according to the 2000 Census. This is significantly higher than the median value of sales housing in Union County which was \$188,800 in 2000. However, according to the 2008-2010 American Community Survey 3-year estimates, the median value of sales housing in Cranford increased to \$472,100 while Union County's median value increased to \$386,300.

Table 3 shows the percentage of housing units in each value category as presented within the 2000 Census and the American Community Survey 3-year estimates. As of 2000, the majority of Cranford housing was valued between \$200,000 and \$499,999, which makes up 67.16 percent of the housing units. Only 0.18 percent of the homes were valued at less than \$50,000 and only 2.9 percent were worth \$500,000 or more. Similarly in 2010, it is estimated that 55.64 percent of the housing units were valued between \$200,000 and \$499,999 and 0.91 percent were valued less than 50,000. However, it was estimated that in 2010 approximately 40.65 percent of the housing was valued at \$500,000 or more.

Table 3: Value of Sales Housing				
Value (\$)	2000		2010*	
	No of Units	Percentage	No of Units	Percentage
Less than 50,000	11	0.18%	64	0.91%
50,000-99,999	79	1.27%	36	0.51%
100,000-149,999	378	6.06%	32	0.45%
150,000-199,999	1,399	22.43%	129	1.83%
200,000-299,999	2,866	45.96%	465	6.60%
300,000-499,000	1,322	21.20%	3,455	49.04%
500,000 or more	181	2.90%	2,864	40.65%
Total	6,236	100 %	7,045	100 %

Source: 2000 Census

*2008-2010 American Community Survey 3-Year Estimates

For rental units, the median gross rent was \$1,354 according to the 2008-2010 American Community Survey 3-year estimates. This estimated number is a \$487 increase from the 2000 census where the median gross rent was \$867. The 2010 Census has not released the data regarding the number of bedrooms and rents charged for the same and there are no estimates available as well. As a result the 2000 Census was referred to as illustrated within Table 4, Cost of Rentals by Bedroom Size. Of the 1,435 occupied rental units listed by the 2000 Census, 502 were two-bedroom units and 252 were three-bedroom units.

Table 4: Cost of Rentals by Bedroom Size				
Rent (\$)	None	One	Two	Three or more
0-199	0	37	7	7
200-299	6	25	0	0
300-499	0	51	14	0
500-749	12	198	71	23
750-999	0	230	197	48
1,000 or more	8	114	196	124
No cash rent	0	0	17	50
Total	26	655	502	252

Source: 2000 Census

As per the 2000 Census approximately 76.44 percent of the rental units (1,090) were occupied by a head of household who was less than 65 years old, as indicated within Table 5. Although not shown within Table 5, out of the 1,090 rental units, 479 units (33.6%) were occupied by a head of household between the ages of 15 and 34 while

the remaining 611 units (42.8%) were occupied by a head of household between the ages of 35 and 64. Upon comparison with the 2010 Census, the percentage of head of household who were younger than 65 years decreased to 67 percent of the occupied rental housing units (1,064) than the 76.43 percent as per the 2000 Census as illustrated within Table 5. Consequent to this decrease, the percentage of rental housing units occupied by head of household who were 65 years and older increased to 33.04 percent (525) of the total rental units in 2010 from the 23.56 percent (336) as reported within the 2000 Census.

Table 5: Renter-occupied Housing Units as per Householder Age				
Household Type	2000		2010	
	Number	Percent	Number	Percent
Family and Non-Family Households				
Householder 15 to 64 years	1,090	76.44%	1,064	66.96%
Householder 65 years and older	336	23.56%	525	33.04%
Total	1426	100.00%	1589	100.00%

Of the 1,090 rental households reported within the 2000 Census, about 495 households or 45.4 percent were occupied by family households. The remaining 595 households or 54.6 percent were non-family households. Therefore the Township of Cranford provided rental housing to a higher percentage of non-family households than family households. In the course of the decade the number of non-family households decreased to 540 or 50.8 percent and consequently the number of family households increased to 524 or 49.2 percent. As per the 2010 Census, it appears that the rental units in Cranford are serving the needs of younger households both with families as well as non-family households.

Units Affordable to Low- and Moderate-Income Households

Low-income households are defined as earning less than or equal to 50 percent of a regional median income. Moderate-income households earn more than 50 percent of regional median income, but less than 80 percent of regional median income.

In addition, The Council on Affordable Housing (COAH) has developed a sliding scale for income limits, which defines low- and moderate-income limits based on household size. COAH has determined separate incomes for households of one up to households of eight.

Similarly, housing units are to be priced to be affordable to households who could reasonably be expected to live within the housing units. For example, the current COAH's rules require that an efficiency unit be affordable to a household of one, as shown below within Table 6, 2011 COAH Income Limits for Union County.

Table 6: 2011 COAH Income Limits for Union County					
	1 Person	2 Person	3 Person	4 Person	5 Person
Moderate	\$50,072	\$57,225	\$64,378	\$71,532	\$77,254
Low	\$31,295	\$35,766	\$40,237	\$44,707	\$48,284

To be affordable, a household should not be paying more than 28 percent of its gross income on principal, interest, taxes and insurance, subsequent to a minimum down payment of 5 percent. A rental unit is affordable if the household is paying no more than 30 percent of its income on rent and utilities.

Condition of Housing Stock

COAH utilizes the 2000 Census to try to estimate the number of substandard housing units in Cranford that are occupied by low- and moderate-income households. COAH uses the Census to determine which units are occupied by low- and moderate-income households. COAH then analyzes the low- and moderate-income housing stock based on the following factors:

Year Structure Built: A distinction is made between units built before 1950 and units built thereafter. Research has demonstrated that units built before 1950 are much more likely to be in substandard condition. This factor is probably the most dominant factor in estimating the condition of a municipal housing stock.

Persons per Room: 1.01 or more persons per room is an index of overcrowding.

Plumbing Facilities: Inadequate plumbing facilities is indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.

Kitchen Facilities: Inadequate kitchen facilities are indicated by shared use of a kitchen or the lack of a sink with piped water, a stove or a refrigerator.

Heating Fuel: Inadequate heating is use of coal, coke wood or no fuel for heating.

Sewer: Inadequate sewer services are indicated by a lack of public sewer, septic tank or cesspool.

Water: Inadequate water supply is indicated by a lack of either city water, drilled well or dug well.

Not all of the Census indicators of substandard housing are available at the municipal level. Therefore, COAH developed a procedure in which it estimates the number of low- and moderate-income households in substandard housing within a Census region, and then estimates the number of low- and moderate-income households in substandard housing at the municipal level based on Census indicators that are available at the municipal level. The procedure classifies a low- and moderate-income unit as substandard if it “fails” two of the Census indicators listed above.

Once a Census regional total of substandard low- and moderate-income units have been calculated, the procedure assigns a share of this total to each municipality within the Census region based on the following Census indicators that are available at the municipal level:

Plumbing Facilities: Non-exclusive use of complete plumbing

Persons per Room: More than 1.01 persons per room

Age of Housing: Housing built in 1949 or earlier

Water or Sewer Problem: Deficiency in one or the other

No Telephone: Absence of telephone in unit

Nonstandard Heating Fuel: Use of coal, coke, or wood for heating, or no fuel

COAH describes its approach for estimating the condition of low- and moderate-income housing in a municipality as follows:

It should be realized that any of these characteristics need not signal deficiency on their own. The unit must be occupied by a poor household; be more than 50 years old and contain a single deficiency; or be similarly occupied, by 50 years old or less, but contain an additional detrimental conditional, to signal deficiency. Even then, the unit may not be actually deficient, but there is a high probability that it will be subsequently lost from the housing stock.

This procedure for establishing housing deficiency: (1) is drawn from the literature of the field; (2) encompasses a broad array of physical insufficiency including such items as incomplete or inadequate kitchen and plumbing, crowding, inadequate heating fuels, and insufficient sewer and water resources; (3) ensures against erroneous inclusion of good units; and (4) provides a very high probability that the housing identified at least in relative terms, is clearly less than adequate.

The reason COAH must use indicators of substandard housing is that the Census does not classify housing units as standard or substandard. Thus, the data presented below in Table 7, Housing Characteristics, is the data COAH uses to generate the estimates for Cranford. As of February 10, 2012, the 2010 Census data regarding housing characteristics was not available for Cranford Township. The 2000 Census data is 12 years old and is obsolete. Therefore the 2008-2010 American Community Survey 3-Year Estimates were utilized and compared with the 2000 Census data.

Table 7: Housing Characteristics				
Criteria	2000		2010*	
	Total	Percentage	Total	Percentage
Number of Persons per Room				
1.01 or more	66	0.79%	71	0.87%
Plumbing Facilities				
Units with Complete Plumbing Facilities	8,529	99.64%	8,552	100.00%
Units Lacking Complete Plumbing Facilities	31	0.36%	0	0.00%
Heating Equipment				
Utility Gas	5,621	66.94%	-	-
Bottled, tank or lp gas	87	1.04%	-	-
Electricity	326	3.88%	-	-
Fuel oil, kerosene, etc.	2,345	27.93%	-	-
Coal or coke	7	0.08%	-	-
Wood	5	0.06%	-	-
Solar energy	0	0.00%	-	-
Other Fuels	0	0.00%	-	-
No Fuel Used	6	0.07%	-	-
Kitchen Equipment				
Complete kitchen facilities	8,546	99.84%	8,552	100.00%
Lacking facilities	14	0.16%	0	0.00%
Telephone				
With telephone	8,546	99.84%	8,524	99.67%
No telephone	14	0.16%	28	0.33%
Year Structure Built				
Built 2005 or later	-	-	68	0.80%
Built 2000 to 2004	-	-	177	2.07%
Built 1990 to 2000	213	2.53%	52	0.61%
Built 1980 to 1989	236	2.80%	233	2.72%
Built 1970 to 1979	347	4.12%	557	6.51%
Built 1960 to 1969	738	8.76%	1,052	12.30%
Built 1950 to 1959	6,887	81.92%	6,413	74.99%
Prior to 1950				

Source: 2000 Census

*2008-2010 American Community Survey 3-Year Estimates

Most of the Census indicators available at the municipal level indicate a sound housing stock. Less than one (1%) percent of the housing units in the Township are occupied by more than 1 person per room as per both the 2000 Census as well as the 2010 estimates. As per the 2010 estimates, the entire housing stock has complete kitchen facilities, while the 2000 Census indicated that about 0.16 percent lacked

kitchen facilities. Similarly, the entire housing stock was estimated to have complete plumbing facilities in 2010, which is an increase from the 0.36 percent that lacked complete plumbing facilities according to the 2000 Census. Less than 0.5 percent of the housing units do not have a telephone as per 2000 Census as well as the 2010 estimates. There are no estimates available for 2010 but as per the 2000 Census almost all of the units were heated with standard heating fuels.

More than 80 percent of Cranford Township's housing stock was constructed prior to the 1960's. As per the 2010 estimates, 74.99 percent or 6,413 housing units were built prior to 1960, while the 2000 Census shows 81.78 percent, or 6,887 homes, were built prior to 1960. There have been units constructed since 2000 but there is not much vacant land available for development. Therefore, one could surmise that older units might be demolished and replaced with newer units. As per the 2000 Census another 738 homes were built between 1960 and 1969. However, within the 30 year period between 1970 and 2000 only 796 housing structures were built. This constitutes just 9.45% of the Township's structures built. Given that units constructed prior to 1950 are COAH's most powerful indicator of substandard housing, it is estimated that low and moderate-income households in Cranford may occupy some of the 3,956 substandard units.

C. Projected Housing Stock

Since 1987, Cranford Township has issued building permits for 300 housing units. The Township also issued permits to demolish 20 units during the time period from 2000-2010, as shown within Table 8, Dwelling Units Authorized.

Table 8: Dwelling Units Authorized						
Year	Single Family	2-Family	3 or 4 Family	5 or more Family	Residential Demolitions	Total Added
1987	6	0	0	0	-	6
1988	4	0	0	0	-	4
1989	10	0	0	0	-	10
1990	1	0	0	0	-	1
1991	2	0	0	0	-	2
1992	6	0	0	0	-	6
1993	3	0	0	100	-	103
1994	6	0	0	0	-	6
1995	2	0	0	0	-	2
1996	2	0	0	0	-	2
1997	1	0	0	0	-	1
1998	0	0	0	0	-	0
1999	2	0	0	0	-	2
2000	2	0	0	0	0	2
2001	6	2	0	0	1	7
2002	3	0	0	0	0	3
2003	3	0	0	0	2	1
2004	15	2	0	0	9	8
2005	19	2	0	0	9	12
2006	29	0	0	0	4	25
2007	23	0	0	5	3	25
2008	31	0	0	5	2	34
2009	19	0	0	0	1	18
2010	21	0	0	0	1	20
Total	216	6	0	110	32	300

Source: New Jersey Department of Labor and Workforce Development website at http://lwd.dol.state.nj.us/labor/lpa/industry/bp/bp_index.html; accessed on February 10, 2012

New Jersey Department of Community Affairs website at http://www.nj.gov/dca/divisions/codes/reporter/demo_permits.html; accessed on February 10, 2012

D. Demographic Characteristics

1. Township Population

As is shown in Table 9, Population Growth, below, at the time of the 2000 U.S. Census, the Township of Cranford had a population of 22,578 residents. This was a 0.24 percent decrease from the population of 22,633 reported in the 1990 Census. However the 2010 Census reported a population of 22,625 which is an increase of 47 persons or 0.21 percent from that reported in 2000. It has been estimated by the North Jersey Transportation Planning Authority that the population will continue to grow by approximately 12.88 percent in the next two decades to reach 25,540 in 2030.

Table 9: Population Growth			
Year	Population	Population Increase	Percentage Increase
1990	22,633	-	-
2000	22,578	-55	-0.24%
2010	22,625	47	0.21%
2030	25,540	2,915	12.88%

The median age of 42.8 years reported in Cranford Township is 4.8 years more than the median age of 38 years reported in Union County as shown below in Table 10, Population by Age Cohort. Both Cranford Township and Union County have a substantially high percent of their population between the ages of 20 and 64. It is also true about both the Township and the County that the population is relatively young. The majority of Cranford Township's population at 82.8 percent is less than 65 years of age, which is similar to that of the County which is at 87.4 percent. The remaining 17.2 percent and 12.6 percent is older than 65 years in Cranford Township and Union County, respectively. Also, according to the 2010 Census, the average household size in Cranford Township is 2.61 persons while the average family size is 3.15 persons, which is not a substantial increase from the 2.62 average household size and 3.09 average family size as reported in the 2000 Census.

Table 10: Population by Age Cohort		
Age Cohort	Cranford Twp Distribution (%)	Union County Distribution (%)
Under 5 years	5.7%	6.7%
5 to 19	20.2%	20.3%
20 to 29	8.2%	12.4%
30 to 39	11.4%	13.6%
40 to 49	16.5%	15.6%
50 to 54	8.3%	7.6%
55 to 64	12.5%	11.3%
65 to 74	7.3%	6.3%
75 to 84	6.3%	4.2%
85+	3.6%	2.1%
Median Age	42.8	38

2. Public School Population

There are eight schools in the Cranford Public School System. Bloomingdale Avenue School that houses 249 students in grades K-2, Brookside Place School that houses 426 students in grades K-5, Walnut Avenue School that houses 305 students in grades PreK-2, Livingston Avenue School that houses 261 students in grades 3-5 are all neighborhood elementary schools. Orange Avenue School and Hillside Avenue School also house elementary students in grades 3-5 and K-5, respectively, and also house the districts two middle schools with students in grades 6-8 with their total student population being 737 and 707, respectively. Cranford High School houses 1140 students in grades 9-12. In addition, Lincoln Avenue School is home to an alternative elementary, middle and high school program housing 79 students.

The most recent demographic study reviewed by the Board of Education from 2009 only noted numbers for two of the three large development projects that are under development, approved or in the process of seeking approvals in the Township. Those developments were the Riverfront Developers, LLC project and the Cranford Development Associates project. Furthermore, although the projected numbers were noted for both, only the figures for the Riverfront project were included in the actual counts that were provided for the long term projections because the Cranford Development Associates project was in litigation at the time the report was written. The report projected that 19 students would enter the district's schools as a result of the Riverfront project and that the overall student population would decline by approximately 60 students by the 2014-2015 school year. The demographic study's numbers indicated that the student population for the school year 2011-2012 would be 3855 and as of January 2012 the student population is 3900.

An extreme concern for the school district was the Cranford Development Associates proposal. The school district had projected that if as many as 419 units are ultimately built (the number of units originally proposed by the Plaintiff), approximately 300 additional children of school age would potentially be enrolled in our schools. This number of students exceeds, or closely matches, the total population of three of the Township's neighborhood schools. The number of classrooms that could be needed to educate these students properly is estimated to be least 12, and the number of teachers and aides, support staff and administrative personnel, including those in specialty areas would be at least 25. In essence, the Cranford Development Associates project would require the equivalent of one additional neighborhood school to be built according to the Cranford Public Schools District "State of the Community Report" and the Cranford Public Schools District "State of the Schools Report" dated March, 2012 and included as **Appendices I and J** to this plan, respectively.

3. Household Income

The 2000 Census indicates that the median household income of Cranford residents was \$76,338. The Township is significantly higher than the County's and State's median income which was \$55,339 and \$55,146, respectively. Further, approximately 66.9 percent of Cranford households earned \$99,999 or less in 1999. The corresponding percentage for Union County was 77.9 percent. The data for the 2000 Census was collected more than twelve years ago and therefore is obsolete. As of February 10, 2012 the 2010 data for income was not available for the Township and County. Therefore this Report compared the 2000 Census data with the 2008-2010 American Community Survey's 3-year estimates for the Township and County as reflected within Table 11, below. As per the 2010 inflation adjusted income estimates Cranford Township's and Union County's median income increased to approximately \$109,583 and \$66,923, respectively. This represents an increase of approximately \$33,245 and \$11,584 for the Township and County, respectively. The Township continues to have a significantly higher income than the County. However the number of households earning \$99,999 or less is estimated to have decreased to 44.6 percent for the Township and 67.7 percent for the County. A distribution of households by income for Cranford Township and Union County is presented within Table 11, Households by Income.

Table 11: Households by Income (%)				
Income (\$)	Cranford Township	Union County	Cranford Township	Union County
	2000		2010*	
Less than \$10,000	3.0%	6.9%	2.1%	6.1%
\$10,000-\$14,999	2.0%	4.8%	2.2%	3.5%
\$15,000-\$24,999	7.2%	9.5%	2.9%	8.1%
\$25,000-\$34,999	6.5%	10.2%	3.8%	8.6%
\$35,000-\$49,999	10.3%	13.7%	5.1%	11.6%
\$50,000-\$74,999	20.0%	19.7%	15.7%	17.5%
\$75,000-\$99,999	17.9%	13.1%	12.8%	12.3%
\$100,000-\$149,999	20.3%	12.8%	22.3%	16.3%
\$150,000 - \$199,999	7.8%	4.5%	15.4%	7.3%
\$200,000 or more	5.0%	4.7%	17.7%	8.7%
Median Household Income	\$76,338	\$55,339	\$109,583	\$66,923

Source: 2000 Census

*2008-2010 American Community Survey 3-Year Estimates

E. Employment Characteristics

The Census reports on the work activities of residents 16 years and older within the Township. This makes up 17,749 people in Cranford as per the 2008-2010 American Community Survey's 3-Year Estimates. Of this, 11,611 were employed. These estimates are compared with the 2000 Census data as reflected within Table 12, below. The average commuting time of Cranford residents was an estimated 31.1 minutes in 2010 and the majority (74.8%) of Township residents worked within the private sector, as shown below within Table 12, Classifications of Workers.

Table 12: Classifications of Workers				
Class	2000		2010	
	Total	Percentage of Workers	Total	Percentage of Workers
Private wage and salary	9,081	78	8,690	74.8
Government workers	1,958	16.8	2283	19.7
Self employed	584	5	553	4.8
Unpaid family workers	23	0.2	85	0.7

Source: 2000 Census

2008-2010 American Community Survey 3-Year Estimates

An analysis of the employed population (over the age of 16) by economic sector indicates that Cranford workers were involved in a broad array of economic sectors. The highest concentration of workers is within the educational, health and social services sector making up 20.4 and 23.6 percent of the work force as per the 2000 Census and 2010 estimates, respectively. The finance, insurance and real estate came in second, making up 13.6 percent of the workforce as reported in the 2000 Census. However as per the 2008-2010 American Community Survey 3-Year estimates the professional, scientific, management, administrative and waste management services sector came in second at 13.9 percent, while the finance, insurance and real estate sector dropped to come in third at 12.9 percent. This is shown below within Table 13, Workforce by Sector.

Table 13: Workforce by Sector				
Sector	2000		2010	
	Employees	Percentage of Workforce	Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries &	0	0	30	0.3
Construction	547	4.7	421	3.6
Manufacturing	1,376	11.8	949	8.2
Wholesale Trade	499	4.3	461	4
Retail Trade	972	8.3	955	8.2
Transportation, Warehousing, and Utilities	663	5.7	548	4.7
Information	536	4.6	392	3.4
Finance, Insurance, & Real Estate	1,586	13.6	1502	12.9
Professional, scientific, management, administrative, and waste management services	1,454	12.5	1610	13.9
Educational, health and social services	2,374	20.4	2737	23.6
Arts, entertainment, recreation, accommodation and food services	545	4.7	610	5.3
Other services	470	4	310	2.7
Public Administration	624	5.4	1080	9.3

2000 Census

Source: 2008-2010 American Community Survey 3-Year Estimates

The New Jersey Department of Labor compiles data estimates of the New Jersey labor force for Primary Metropolitan Statistical Areas (PMSAs), labor areas, counties and municipalities. The data items include monthly estimates of labor force, employment, unemployment volume and unemployment rate for historical and current year. These estimates are produced by the New Jersey Department of Labor and Workforce Development. Based upon available data below, Table 14,

Employment Statistics demonstrates that Cranford has participated in the growth of Union County's employment base and that the unemployment rate is lower than that at the County level. This is especially obvious during the last two years.

Table 14: Employment Characteristics						
Year	Township of Cranford			Union County		
	Total Employment	Total Unemployment	Unemployment Rate	Total Employment	Total Unemployment	Unemployment Rate
2000	12,184	215	1.7	254,446	10,234	3.9
2001	12,121	257	2.1	253,117	12,256	4.6
2002	12,093	360	2.9	252,547	17,125	6.4
2003	12,079	358	2.9	252,254	17,035	6.3
2004	12,115	298	2.4	253,006	14,191	5.3
2005	11,942	303	2.5	252,991	12,663	4.8
2006	12,051	319	2.6	255,487	13,034	4.9
2007	12,058	293	2.4	255,906	12,054	4.5
2008	12,034	382	3.1	255,540	15,558	5.7
2009	11,660	644	5.2	247,186	25,350	9.3
2010	11,484	663	5.5	243,455	25,997	9.6

Source: New Jersey Department of Labor and Workforce Development;
http://wd.dol.state.nj.us/labor/lpa/employ/uirate/lfst_index.html, accessed on February 10, 2012

In addition, in order to understand what implications this employment data has for the Township and understand what the employment field and area trends are for Cranford Township, and Union County, the New Jersey Department of Labor ("NJDOLE") has prepared projections, which analyze the expected increase or decrease in a particular employment sector for the period between 2008 and 2018. This data has been summarized and is illustrated within Table 15, below.

Table 15: Union County Projected Employment				
Industry	2008	2018	Change	Percent Change
Health Care and Social Assistance	29,650	32,600	3,000	10.1
Educational Services	3,050	3,350	300	10.0
Government	33,750	35,050	1,300	3.8
Other Services	12,650	13,550	900	7.0
Accommodation and Food Services	12,750	13,600	850	6.8
Administration Support, Waste management and Remediation Services	15,350	16,450	1,100	7.3
Professional, Scientific and Technical Services	16,050	17,500	1,450	9.1
Management of Companies and Enterprises	7,450	8,050	600	7.8
Construction	11,750	12,400	650	5.5
Real Estate and Rental and Leasing	3,400	3,450	50	1.8
Finance and Insurance	8,850	9,200	350	4.1
Retail Trade	27,450	27,300	-150	-3.0
Arts, Entertainment and Recreation	2,350	2,750	400	16.7
Utilities	850	700	-100	-13.7
Wholesale Trade	14,700	14,350	-350	-2.4
Transportation and Warehousing	12,450	11,450	-1,000	-7.9
Information	4,950	4,800	-150	-3.0
Manufacturing	28,500	21,800	-6,700	-2.6
Total Nonfarm Employment	245,850	248,400	2,550	1.0
Source: New Jersey Department of Labor and Workforce Development; Regional Community Factbooks at http://lwd.dol.state.nj.us/labor/lpa/pub/factbook/unifct.pdf ; accessed on February 12, 2012				

F. Determination of Low- and Moderate-Income Housing Need

The Mt. Laurel decisions established that every municipality is responsible for a “fair share” of a regional affordable housing need. COAH, pursuant to the Fair Housing Act, is responsible for defining regions and developing criteria for establishing each municipality’s share of the regional need. Township of Cranford is located within Affordable Housing Region 2, consisting of Essex, Morris, Union and Warren counties.

The determination of low- and moderate-income housing responsibility for the Township was calculated in accordance with portions of the Substantive Rules that were not invalidated by the Court and consists of the following components: deficient housing units occupied by low and moderate income households known as the rehabilitation share (N.J.A.C. 5:97 Appendix B) and the Prior Round (1987-1999) housing obligation (N.J.A.C. 5:97 Appendix C). As mentioned previously, the Township has a rehabilitation share of 55 units and a prior round obligation of 148

units as shown in Table 16. Additionally, the Township anticipates a future third round affordable housing obligation. While this obligation cannot yet be calculated accurately due to the invalidation of portions of N.J.A.C. 5:97 by the Appellate Division of the Court, the Township has chosen to Plan for a potential future third round obligation of five (5) units based upon the VLC Report included within **Appendix A** of this Plan.

Table 16: Summary of Existing and Potential Obligations	
Rehabilitation Share	55
Prior Round Obligation	148
Potential Third Round Obligation	5
Total	208

G. Identification of Lands Appropriate for Low- and Moderate-Income Housing

As stated within the December 9, 2011 Court Order (Docket nos. UNN-L-0140-08 and UNN-L-003759-08), the Court has required that the projects listed in Table 17 be included within the Fair Share Plan. Each of the sites identified below is depicted on the Affordable Housing Plan Map included within **Appendix C** herein.

Table 17: Affordable Housing Credit Analysis			
Project	Affordable Units	Unit/Credit Type	Status
Units Proposed to be Rehabilitated	55	Rehabilitation Units	Proposed
Lincoln Apartments (Block 532, Lot 18.01)	100	Age-Restricted Rental	Completed
Community Access Unlimited 1 (Block 403, Lot 62)**	6	Special Needs Housing	Completed
Community Access Unlimited 2 (Block 403, Lot 59)**	4	Special Needs Housing	Completed
SERV Center of NJ (Block 514, Lot 3)**	3	Special Needs Housing	Completed
Needlepoint Homes	1	Non Age-Restricted Rental	Completed
Lehigh Acquisition Project (Block 511, Lot 1)	24	Non Age-Restricted Rental	Court Approved
Cranford Development Associates Project (Block 291, Lot 15.01, Block 292, Lot 2)***	54	Non Age-Restricted Rental	Court Approved
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)*	19	Non Age-Restricted Rental	Site Plan Approved

* Previously known as the Riverfront Redevelopment Project.

** The Court Order referenced 20 alternative living arrangement bedrooms; however, upon investigation and endeavors to obtain supporting documentation only the thirteen (13) existing bedrooms were eligible to receive credits. The Township is applying for credits for the three (3) bedrooms for SERV Center, and is still waiting to receive documentation for the Community Access special needs housing to be eligible for the ten (10) bedrooms.

*** This project is court approved subject to appeal of the decision by the Township.

The Township has a very limited supply of vacant developable land upon which to construct affordable housing. This is evident in the fact that the Cranford Development Associates Project, Lehigh Acquisition Project and the Riverfront Developers, LLC project are all redevelopment initiatives and the majority of the other affordable units are comprised of rehabilitation units and special needs facilities that are contained within existing housing units. In fact, the Township has disputed

whether the Cranford Development Associates project meets the criteria related to environmental site suitability. This Plan does not concede the environmental suitability of the Cranford Development Associates project or whether permits are obtainable for this development.

As stated previously, the VLC Report demonstrates the lack of availability of suitable vacant developable land. The VLC Report is included within **Appendix A** of this Plan. Even though growth share is no longer applicable for determining third round obligations, the Township requests a vacant land adjustment to its potential future third round obligation based upon the VLC Report, as the Report provides an analysis of vacant developable land and its capacity to accept development. Therefore, this Report is a valid basis for a third round vacant land adjustment in the absence of amended affordable housing regulations.

The VLC Report demonstrates that the Township's vacant developable land could only support a total of five (5) affordable housing units. A plan to address the 5-unit potential third round obligation is included within Section II, Fair Share Plan.

The Township reserves the right to request a future prior round vacant land adjustment and an amendment to its third round vacant land adjustment if the need should arise, provided that there shall be no changes affecting the development of the Lehigh Acquisition Corp. site, subject to a Settlement Agreement which was approved by the Court by Order, as amended entitled "Consent Judgment for Builder's Remedy" dated January 28, 2011, and no changes affecting the development of the Cranford Development Associates site in the absence of a successful appeal of the Builder's Remedy awarded by the Court on December 9, 2011, without the specific approval of the Court.

SECTION II
FAIR SHARE PLAN

II. FAIR SHARE PLAN

A. Introduction

COAH's regulations, as set forth in N.J.A.C. 5:97-3, require that a "Fair Share Plan" set forth the mechanisms and funding sources by which a municipality proposes to address its affordable housing obligation. Additionally, COAH requires that the draft Ordinances necessary to implement the Fair Share Plan be included within the Fair Share Plan report.

This Fair Share Plan sets forth the mechanisms and funding sources that will be utilized to address the Township's rehabilitation share and prior round obligation. A Plan to address the potential future third round affordable housing obligation is also provided herein. This Plan amends the Township's existing Housing Plan Element and Fair Share Plan, adopted in May 2012 (which amended the Plan adopted in December 2008), and demonstrates that the Township is eligible for a Judgment of Repose through December 31, 2018.

Affordable Housing Obligation

The current affordable housing obligation is comprised of the rehabilitation share and the prior round obligation. The rehabilitation share assigned to the Township under the substantive rules (N.J.A.C. 5:97) is 55 units and the prior round obligation is 148 affordable housing units. The sum of these obligations is 203 affordable housing units/credits.

While a third round affordable housing obligation cannot currently be accurately calculated due to the invalidation of certain sections of the Substantive Rules, the Township acknowledges that a third round obligation is possible via new affordable housing regulations in the future. In addition, the Court Appointed Master has requested that the Township provide a plan to address a potential third round affordable housing obligation based upon the vacant developable land capacity that currently exists. A Vacant Land Capacity ("VLC") analysis that provides a calculation of the Realistic Development Potential ("RDP") of suitable vacant developable land within the Township is included within Appendix A. This VLC is used as the basis for calculating a potential third round obligation. The VLC Report indicates that the Township has a RDP of five (5) affordable housing units. Therefore, this 5-unit figure has been utilized in this Plan as the potential third round affordable housing obligation.

As mentioned previously, a prior round Vacant Land Adjustment (VLA) is not requested within this amended Housing Plan Element and Fair Share Plan. However, the Township reserves the right to request a prior round VLA within any future amendments to its Plan. Additionally, the Township reserves the right to amend its prior second round and third round Plan, and the VLC included herein upon the adoption of any future third round affordable housing regulations, legislative action, court decision or other events that impact its affordable housing projects, programs or

obligations, provided that there shall be no changes affecting the development of the Lehigh Acquisition Corp. site, subject to a Settlement Agreement which was approved by the Court by Order, as amended entitled "Consent Judgment for Builder's Remedy" dated January 28, 2011 and no changes affecting the development of the Cranford Development Associates site in the absence of a successful appeal of the Builder's Remedy awarded by the Court on December 9, 2011, without the specific approval of the Court.

B. Proposed Plan to Address the Rehabilitation Share and Prior Round Obligation

The Substantive Rules contain parameters that municipal fair share plans must comply with in order to obtain credit for affordable rental units and affordable age-restricted units. N.J.A.C. 5:97-3.10 sets forth formulas for the calculation of the maximum number of age-restricted units and the minimum number of affordable rental units that may be included within a municipal fair share plan when no vacant land adjustment is requested. These limitations are calculated below.

In accordance with N.J.A.C. 5:97-3.10(c)1, the maximum number of age-restricted units that Cranford Township may take credit for is 50 units, as calculated below.

$0.25 * (\text{Prior Round Obligation} + \text{Rehabilitation Share} - \text{Rehabilitation Credits}) = \text{Age-Restricted Unit Maximum}$

$0.25 * (148 + 55 - 0) = \mathbf{50 \text{ Age-Restricted Unit Maximum}}$

Each municipality is required to provide a minimum of 25 percent of its affordable housing obligation as rental units. In accordance with N.J.A.C. 5:97-3.10(b)1, Cranford Township must provide a minimum of 37 rental units which represents 25 percent of its 148-unit Prior Round obligation. The calculation of this requirement is included below.

$0.25 * (\text{Prior Round Obligation} - \text{Prior Cycle Credits} - \text{Impact of 20 Percent Cap} - \text{Impact of 1,000 Unit Limitation}) = \text{Rental Unit Minimum}$

$0.25 * (148 - 0 - 0 - 0) = \mathbf{37 \text{ Rental Unit Minimum}}$

A summary of each limitation and minimum requirement described above is included within Table 18.

Table 18: Prior Round Limits and Requirements	
Obligation	Units/Credits
Age-Restricted Units (Maximum)	50
Rental Unit (Minimum)	37

The Plan to Address the Obligation within the Above Limitations

As demonstrated within Table 19 the Township of Cranford will meet its 203-unit cumulative prior round obligation and rehabilitation share through rehabilitation units, affordable rental units and rental bonus credits.

Table 19: Prior Round and Rehabilitation Affordable Housing Credit Analysis			
Project	Affordable Units/Credits	Unit/Credit Type	Status
Rehabilitation Share			
Units Proposed to be Rehabilitated	55	Rehabilitation Units	Proposed
Rehabilitation Obligation	55	Rehabilitation Units	-
Prior Round Plan			
Lincoln Apartments (Block 532, Lot 18.01)**	50	Age-Restricted Rental	Completed in 1990s
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)****	16	Non Age-Restricted Rental	Proposed
SERV Center of NJ (Block 514, Lot 3)	3	Special Needs Housing	Completed
Cranford Development Associates Project (Block 291, Lot 15.01, Block 292, Lot 2)	54	Non Age-Restricted Rental	Court Approved***
Lehigh Acquisition Project (Block 511, Lot 1)*	22	Non Age-Restricted Rental	Court Approved
Subtotal	145	-	-
Rental Bonus Credits for 3 Group Home Bedrooms	3	Rental Bonus	-
Total	148	Units/Credits	-
Total for Prior Round Plan			
Total Obligation	148	Units/Credits	Addressed
Credits Applied to Prior Round Obligation	148	Units/Credits	-
<p>* A total of 24 units are included in this project of which 22 are proposed within the prior round portion of the Plan and two (2) are proposed within the third round portion of the Plan.</p> <p>**The Lincoln Apartments project is comprised of a total of 100 age-restricted affordable rental units of which 50 units address a portion of the Prior Round obligation and the remaining 50 units are available to address potential future obligations, as they exceed the prior round age-restricted unit cap.</p> <p>*** The Court approval for this project is subject to appeal by the Township.</p> <p>****Riverfront Developers LLC is proposing a total of 19 units, of which 16 units are proposed within the prior round portion of the Plan and the remaining three (3) can be applied towards future obligations or third round unmet need.</p>			

Rehabilitation Share

The rehabilitation share for the Township was recalculated to 55 units within the Substantive Rules. The Township contains 15 completed rehabilitation units as recognized within the December 9, 2011 Order. However, due to the requirements of the Union County Rehabilitation Program, these units are not eligible for credit. Therefore, the Township will address the 55 unit obligation by establishing its own Rehabilitation Program. While Cranford may commence its own Program initially due to time constraints for compliance with the Court, the Township also intends to contact the surrounding municipalities to gauge interest in a shared Rehabilitation Program. A shared program such as this is anticipated to lower the cost of producing affordable housing for all municipalities that are involved and result in a savings that could be invested to create additional affordable housing units. The Township's Rehabilitation Program is envisioned to be funded through the collection of development fees in accordance with an approved Development Fee Ordinance. Detailed information regarding the Rehabilitation Program is included within **Appendix D**. In addition, a draft Rehabilitation Manual has been submitted to the Township and Special Master under separate cover for review and comment. The Township intends to adopt the Rehabilitation Manual upon the receipt of comments from the Special Master and the qualified Rehabilitation Administrator to be retained by the Township. The Township intends to adopt a Resolution of Intent to bond in the event of any funding shortfall.

Prior Round Plan

The affordable housing units within the Prior Round Plan are comprised of the Lincoln Apartments (50 of 100 age-restricted rental units), Riverfront Developers LLC (16 of 19 non age-restricted rental units), SERV Center of New Jersey (three special needs bedrooms), Cranford Development Associates project (54 family rental units), Lehigh Acquisition Project (22 of 24 family rental units) and three (3) rental bonus credits. As shown within Table 19, the sum of these projects yields 148 credits, which satisfies the 148-unit prior round obligation.

As mentioned previously, the Township is permitted to claim credit for a maximum of 50 age-restricted units toward the prior round obligation. In accordance with this limitation, a total of 50 of the 100 Lincoln Apartments units that exist within the Township have been included within the prior round portion of the Fair Share Plan. The remaining 50 units are available to address potential future affordable housing obligations, as discussed in the third round portion of this Plan.

The Township is required to provide a minimum of 37 rental units within the prior round portion of the Fair Share Plan. The sum of the 54-unit Cranford Development Associates project, 22 units from the 24-unit Lehigh Acquisition project, 16 units from the 19-unit Riverfront Developers LLC project, 50 Lincoln Apartments units and three (3) special needs bedrooms yields a total of 145 rental units which exceeds the 37 rental unit minimum requirement.

It is important to note that Riverfront Developers, LLC was noted within the December 9, 2011 court order as containing a total of 16 units. However, on September 21, 2011, the Cranford Township Planning Board adopted a Resolution of Memorialization for Riverfront Developers, LLC (Application No. PO4-11). This resolution increased the number of “Mt. Laurel” units from 16 up to 19 units. As noted in Table 19, above, 16 units will be applied to fulfill the Township’s prior round obligation, while the remaining three (3) units shall be applied towards any future obligation.

Implementation Ordinances

In order to implement the Plan the Township intends to adopt an Affordable Housing Ordinance. A copy of the proposed draft Ordinance is included within **Appendix F** of this Plan. The proposed draft Ordinance is compliant with the requirements of the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), Substantive Rules (N.J.A.C. 5:97 et seq.) and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.).

Additionally, the Township intends to adopt a Development Fee Ordinance to provide a mechanism to fund the Plan. A copy of the approved Development Fee Ordinance is included within **Appendix G**.

A Draft Spending Plan is included within **Appendix H** which provides an estimate of the development fees anticipated to be collected through 2018 and the amount of the collected development fees that are anticipated to be allocated to each project. In addition, a draft Resolution of Intent to Bond to fund the Rehabilitation Program if the development fees collected are insufficient is included within **Appendix H**.

A draft Resolution of the Mayor and Township Committee of the Township of Cranford adopting the “Affirmative Marketing Plan” and “Affirmative Fair Housing Marketing Plan” is included within **Appendix K**. Other documentation such as the draft Contract for the Administration of Affordable Housing Units, the draft ordinance to create a Municipal Housing Liaison, draft resolutions appointing a Municipal Administrative Agent and a Municipal Housing Liaison are included within **Appendix L**.

C. Proposed Plan to Address the Potential Future Third Round Obligation

As mentioned previously, the Substantive Rules contain parameters that municipal fair share plans must comply with in order to obtain credit for affordable rental units and affordable age-restricted units. N.J.A.C. 5:97-3.10 sets forth formulas for the calculation of the maximum number of age-restricted units and the minimum number of affordable rental units that may be included within a municipal fair share plan. As mentioned previously, the RDP calculated for the Township is five (5) units. The limitations for compliance with addressing the 5-unit RDP are calculated below.

In accordance with N.J.A.C. 5:97-3.10(c)2, the maximum number of age-restricted units that Cranford Township may take credit for is 1-unit, as calculated below.

$$0.25 * (\text{RDP}) = \text{Age-Restricted Unit Maximum}$$

$$0.25 * (5) = 1.25 \text{ rounded down to a } \mathbf{1 \text{ Age-Restricted Unit Maximum}}$$

Each municipality is required to provide a minimum of 25 percent of its affordable housing obligation as rental units. In accordance with N.J.A.C. 5:97-3.10(b)3, Cranford Township must provide a minimum of two (2) rental units. The calculation of this requirement is included below.

$$0.25 * (\text{Growth Share Obligation}) = \text{Rental Unit Minimum}$$

$$0.25 * (5) = 1.25 \text{ rounded up to } \mathbf{2 \text{ Rental Unit Minimum}}$$

A summary of each potential limitation and minimum requirement described above is included within Table 20.

Table 20: Potential Third Round Limits and Requirements	
Obligation	Units/Credits
Age-Restricted Units (Maximum)	1
Rental Unit (Minimum)	2

The Plan to Address the Potential Obligation within the Above Limitations

Cranford Township could satisfy a 5-unit third round RDP utilizing the projects and programs depicted within Table 21.

Table 21: Third Round Affordable Housing Credit Analysis			
Project	Affordable Units/Credits	Unit/Credit Type	Status
Lincoln Apartments (Block 532, Lot 18.01)*	1	Age-Restricted Rental	Completed in 1990s
Needlepoint Homes (Block 480, Lot 1)	1	Non Age-Restricted Rental	Completed
Lehigh Acquisition Project (Block 511, Lot 1)**	2	Non Age-Restricted Rental	Proposed
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	3	Non Age-Restricted Rental	Proposed
Total	7	Units	-
Total Potential Obligation	5	Units	Addressed
Surplus Credits to be Applied Toward Future Obligations			
Excess Third Round Credits	2	-	-
Lincoln Apartments*	49	Age-Restricted Rental	Completed in 1990s
Potential Excess Prior Round Units Due to Rental Bonus Benefit from Prior Round***	34	Units	Proposed
Total	85	Credits	-
<p>* The Lincoln Apartments project is comprised of a total of 100 age-restricted affordable rental units of which 50 units address a portion of the Prior Round obligation, one unit is allocated to the third round and the remaining 49 units are available for future affordable housing obligations as shown above.</p> <p>** A total of 24 units are included in this project of which 22 are proposed within the prior round portion of the Plan and two (2) are proposed within the third round portion of the Plan.</p> <p>*** A total of 34 units are anticipated from potential excess prior round units due to potential rental bonuses benefit from prior round family rental bonus units, once they are constructed.</p>			

One (1) unit from the Lincoln Apartments project is included within the Third Round portion of the Plan, which is in compliance with the age-restricted unit limitation of one (1) unit calculated for the third round obligation. The Lehigh Acquisition project contributes an additional two (2) units. The Needlepoint homes unit and the three (3) remaining units from the Riverfront Developers LLC project add four (4) more units, bringing the total to seven (7) affordable housing units and satisfying the 5-unit RDP with two (2) excess credits.

A total of 85 affordable housing units and credits are potentially available to address future obligations including all or portion any third round “unmet need.” The units are depicted in the bottom portion of Table 21. As mentioned earlier in this memorandum, on September 21, 2011, the Cranford Township Planning Board adopted a Resolution of Memorialization for Riverfront Developers, LLC (Application No. PO4-11). This resolution increased the number of “Mt. Laurel” units

from 16 up to 19 units. Out of the total 19 units, 16 units address the prior round obligation while the remaining three (3) units are proposed to address future obligations as illustrated within Table 19 and Table 21, respectively.

A total of 33 units within Table 21 are listed as “Potential Excess Prior Round Units Due to Rental Bonus Credits from Prior Round.” These 34 affordable rental units are anticipated to result in the future under the following scenario:

The 54 affordable rental units from Cranford Development Associates and 22 affordable rental units from the Lehigh Acquisition project are anticipated to be constructed by December 31, 2018. The construction of these developments would enable the Township to obtain rental bonus credits for the affordable units up to a maximum of 37 rental bonus credits within the Prior Round Plan. As three (3) rental bonus credits have already been claimed for the three (3) special needs bedrooms, the Township may be able to claim credit for the remaining 34 rental bonus credits following the construction of these projects. This will bring the total number of rental bonus credits within the Prior Round Plan to the maximum of 37 rental bonus credits. The availability of 34 rental bonus credits from these projects, once they are built, would remove the need for 34 of the units from these two developments to remain in the Prior Round Plan. Therefore, 34 of the affordable housing units from these developments could be allocated to provide 34 affordable housing credits in the Third Round Plan.

The 5-unit RDP for the Township has been addressed within Table 21 without the need to utilize the Myrtle Avenue site. As the Myrtle Avenue site is not required in order to achieve compliance, it has been removed from this Plan. Additionally, documentation was required in order to substantiate the credits requested for the existing special needs housing. At this time the Township has been unable to obtain the contractual funding documentation or deed restriction, which would have qualified the two Community Access group homes for credits. These group homes, based upon the Township’s tax records, contain a total of ten (10) bedrooms and therefore would have qualified for ten (10) credits rather than the eight (8) credits mentioned within the 2012 Plan. Although this amended Plan excludes these credits within the prior round, it should be noted that in the event the Township is able to obtain all the necessary documentation, these ten (10) credits shall be claimed at a later date. These credits will be utilized to either satisfy the prior round obligation or the Third Round or any future obligations as per the pertinent housing regulations, legislative action or court decisions at that time.

Based upon the information provided above, a total of four (4) of the five (5) units proposed to address the 5-unit RDP are family rental units, which satisfies the fifty percent minimum family unit requirement set forth at N.J.A.C. 5:97-3.9.

D. Conclusion

This Fair Share Plan addresses the entire 55-unit rehabilitation share, 148-unit prior round obligation and a 5-unit potential third round obligation. In addition, the Plan provides for up to 85 surplus affordable housing credits to apply toward any fair share obligation that is assigned to the Township including any “unmet need” from the third round. As demonstrated above, this Housing Plan Element and Fair Share Plan satisfies all of the applicable requirements set forth within the Substantive Rules, Fair Housing Act, and the UHAC and serves as a sound basis for the Judgment of Repose through December 31, 2018 which is sought by the Township. The strategies, funding sources and implementation measures described herein will be utilized to provide an effective means of constructing affordable housing within Cranford Township.

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EXHIBIT B

Summary of Plan

Summary of Plan for the Township of Cranford



**Township of Cranford
Union County, New Jersey**

November 20, 2018

Prepared by:



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**The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.**

Michael Mistretta, PP, #00575900

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- 1. Resolution of Memorialization Board of Adjustment of the Township of Cranford Application No. ZBA-15-026, dated April 24, 2017
- 2. Settlement Agreement by and between Township of Cranford and 310 Centennial Avenue LLC

3. Resolution of Memorialization Board of Adjustment of the Township of Cranford Application No. ZBA-17-002, dated June 19, 2017
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Township of Cranford

November 2018 - Summary of Round 3 Plan

I. THE INITIAL AFFORDABLE HOUSING OBLIGATIONS

A. Prior Round Obligation: 148

B. Present Need/Rehabilitation Obligation: 85

C. Round 3 Obligation: Different experts and different judges have embraced different formulas which generate different Round 3 numbers. Like so many largely developed municipalities, Cranford is not in a position where it can fully address its unmet need. However, the Township will take reasonable steps to address the unmet need to the extent practical.

II. SATISFACTION OF REHABILITATION OBLIGATION

The Township has an 85-unit rehabilitation obligation. On April 25, 2017 the Township contracted Community Grants, Planning & Housing LLC (CGP&H) to perform various tasks associated with the administration of the affordable units within Cranford Township.

CGP&H prepared the “Cranford Home Improvement Program Policies and Procedures Manual” and accompanying plan including a community outreach component, which began in the Summer of 2017. The program is currently funded through the Township’s Affordable Housing Trust Fund and will continue until the 85-unit obligation has been fully satisfied. Thus far, the Township has not received applications from eligible applicants. The Township is continuing to advertise the program and engage in community outreach with residents.

III. SATISFACTION OF PRIOR ROUND OBLIGATION

On May 22, 2013 the Township of Cranford received a Judgment of Compliance and Repose which declared that the Housing Element and Fair Share Plan dated April 3, 2013 “creates sufficient realistic opportunities for the provision of safe, decent housing affordable to low and moderate income households” to satisfy Cranford’s affordable housing obligation.

At the time the May 22, 2013 Judgment of Compliance and Repose was issued, the Riverfront and the Lehigh Acquisition Woodmont projects were not fully constructed and therefore were not eligible to generate bonus credits up to the 25% cap. Since then, both projects have been fully completed and are occupied. Therefore, the Township will shuffle and redistribute the affordable units in order to capitalize on up to 37 eligible bonus credits based on the Prior Round Obligation of 148, consistent with the Report of the Special Master Final Compliance Report, dated March 29, 2013 where the Special Master stated:

“Cranford cannot now access any rental bonus credits for units fulfilling the prior round obligation that are not yet built. However, once the Lehigh, CDA and Riverfront Developers, LLC, projects are constructed, the Township may receive rental bonuses for the units in these projects-but only up to the amount of the prior round rental obligation (37 rental units). In Cranford’s case, this would mean a

potential to access up to 37 rental bonuses less the 3 rental bonuses already taken for the three (3) SERV bedrooms, or 34 more rental bonuses. This would enable Cranford to rearrange its allocation of units between the prior round and third round, adding 34 rental bonus credits to the prior round plan and moving 34 actual units from the prior round plan into the third round plan.”

A. Prior Round Rental Obligation

The Prior Round rental obligation is 25% of 148, or 37 units. The Township is applying thirteen (13) units from the completed Riverfront Project, three (3) units from the completed SERV group home, and twenty-one (21) units from the completed Lehigh Acquisition Project to the Prior Round, which satisfies its 37-unit rental obligation.

B. Prior Round Age-Restricted Cap

COAH’s Round 2 regulations permit up to a total of 25% of the new construction obligation to be satisfied with age-restricted housing. Therefore, the Township is eligible for 25% of 148, or thirty-seven (37) age-restricted housing units, to be towards the Prior Round. The Township is applying thirty-seven (37) age-restricted units from the constructed and occupied Lincoln Apartments project to the Prior Round, completing the maximum allowed age-restricted units.

C. Prior Round Rental Bonus Credits

In accordance with N.J.A.C. 5:93-5.15(d), the Township is entitled to rental bonus credits generated by projects described below, up to the maximum of 37 rental bonus credits for which it is eligible based on its 148-unit Prior Round obligation. The Township is claiming a total of thirty-seven (37) bonus credits, which include three (3) rental bonus credits from the SERV Center of NJ, thirteen (13) from the Riverfront Project, and twenty-one (21) from the Lehigh Acquisition Project.

D. Allocation of Credits for Satisfaction of Prior Round Obligation

The Township has a 148-unit Prior Round obligation, and has satisfied that obligation as follows:

Table 1: 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	Units/Credits RDP Fully Addressed

IV. SATISFACTION OF THE TOWNSHIP'S ALLOCATION OF ROUND 3 REGIONAL NEED

Different experts and different judges have embraced different formulas which generate different Round 3 numbers. Like so many largely developed municipalities, Cranford is not in a position where it can fully address its unmet need. However, the Township will take reasonable steps to address the unmet need to the extent practical.

A. Vacant Land Adjustment

The Township's 2013 Housing Element and Fair Share Plan, which received a Judgment of Compliance and Repose, included a Vacant Land Analysis which assigned the Township a Realistic Development Potential of 5. Since the approved Vacant Land Adjustment was completed as a part of the 2013 Housing Element and Fair Share Plan, there have been certain sites which have since become available in the Township. Table 2 addresses a recalibrated RDP in order to address these changed circumstances. Due to changes in availability of parcels for development, the Township's RDP has increased to **85 units** since the May 22, 2013 JOR was granted.

Table 2: Third Round RDP Calculation Township of Cranford, Union County, New Jersey		
Project	Density	RDP
RDP established by JOR based on vacant sites alone 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	41.67 units/acre	41.67 DU/AC x 0.48 acres = 20 → 4 affordable unit set-aside

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.		
Hartz Mountain: 750 Walnut Avenue (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.	10 units/acre	$10 \text{ DU/AC} \times 20.5 \text{ acres}^1 = 205 \rightarrow$ 41 affordable unit set-aside
109 Walnut Avenue (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 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"	50 units/acre	$50 \text{ DU/AC} \times 0.48 \text{ acres} = 24 \rightarrow$ 5 affordable unit set-aside
E.F. Britten & Co.: 24 South Avenue West (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	$20 \text{ DU/AC} \times 0.75 \text{ acres} = 15 \rightarrow$ 3 affordable unit set-aside
Proposed North Avenue Redevelopment Area (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,	30 units/acre	$30 \text{ DU/AC} \times 1.41 \text{ acres} = 42 \rightarrow$ 8 affordable unit set-aside

11, 12, & 13 are privately owned. (Exhibit A)		
Existing Sites		
Homefirst (Block 418, Lot 5)	--	4 bedrooms
Homefirst (Block 417, Lot 22)	--	3 bedrooms
Bridgeway House (Block 505.01, Lot 1)	--	2 bedrooms
SERV (Block 569, Lot 8)	--	4 bedrooms
CAU NJ (Block 403, Lot 62)	--	6 bedrooms
Total		RDP = 85 units
¹ Based on removal of 10 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 surely does have the power to condemn to protect the interests of the citizens in the PSE&G service area. The 10 acre reduction may change as the negotiations and/or condemnation process follows in which case the RDP would be adjusted accordingly.		

In addition to the above, the Township notes that it is being asked to accept an additional RDP of 20 units to make up for the shortfall generated by the Birchwood site being developed at a lower density. The addition of these 20 units increases the Township's RDP to **105 units**. The Court has scheduled oral argument for November 30, 2018 on the issues associated with rental bonuses at which time the Court will make a determination of whether the Township must increase the RDP by 20. The Township reserves the right to adjust course based on the Court's ruling.

B. Round 3 Rental Obligation

COAH's Rules (at N.J.A.C 5:93-1, et seq.) provide that at least 25% of the new construction component for Round 3 must be satisfied with rental units. Based on the Township's RDP of 105, its rental obligation is 25%, or 26 units. The Township has seven (7) existing non-age restricted rental units, nineteen (19) proposed non-age restricted rental units, nineteen (19) existing group home bedrooms, eight (8) proposed group bedrooms, and twenty-six (26) existing age-restricted rental units which it is applying to Round 3, which more than satisfy its 26-unit rental obligation once all units are constructed.

C. Round 3 Age-Restricted Cap

When applying the COAH Round 2 regulations, municipalities are permitted to age-restrict up to 25% of the third round RDP. Based on the RDP of 105, the Township may age-restrict up to 25% or 26 units. At this time the Township is not proposing any new age-restricted affordable housing projects. The Township is claiming twenty-six (26) units from the

completed and occupied Lincoln Apartments project towards its Round 3 obligation, completing the maximum permitted age-restricted units.

D. Round 3 Very Low-Income Housing Obligation

As a result of the July 2008 amendments to the Fair Housing Act, all municipalities have an obligation to ensure that at least 13% of the affordable housing units be provided town wide, with the exception of units constructed as of July 1, 2008 and units subject to preliminary or final site plan approval as of July 1, 2008, are affordable to very low-income households (households that earn 30 percent or less of the median income). The Township will ensure that the 13% very-low income obligation is satisfied through any new projects, and that any very-low income units built after 2008 are inventoried and accounted for.

Cranford Affordable Housing Units Township of Cranford, Union County, New Jersey					
Project	Bedroom Type	Income			Unit/Credit Type Totals
		Very Low	Low	Moderate	
Existing Units					
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01) (maximum based on 25% of 148) ¹	One Bedroom	--	--	100	100 (AR)
	Two Bedroom	--	--	--	
	Three Bedroom	--	--	--	
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	One Bedroom	0	3	2	19 (R)
	Two Bedroom	0	3	5	
	Three Bedroom	2	2	2	
Lehigh Acquisition Project (Block 511, Lot 1) aka Woodmont	One Bedroom	2	0	2	24 (R)
	Two Bedroom	1	7	7	
	Three Bedroom	0	3	2	
Needlepoint Homes (Block 480, Lot 1)	One Bedroom	--	1	--	1 (R)
	Two Bedroom	--	--	--	
	Three Bedroom	--	--	--	
SERV Center of NJ (Block 514, Lot 3)	Special Needs/Group Home	3	--	--	3 (GH)

SERV (Block 569, Lot 8)	Special Needs/Group Home	4	--	--	4 (GH)
Homefirst (Block 418, Lot 5) ²	Special Needs/Group Home	--	4	--	4 (GH)
Homefirst (Block 417, Lot 22) ²	Special Needs/Group Home	--	3	--	3 (GH)
Bridgeway House (Block 505.01, Lot 1)	Special Needs/Group Home	2	--	--	2 (GH)
Totals		14	26	120	160
<i>Prospective and Unconstructed Units</i>					
Birchwood Site (formerly Cranford Development Associates (CDA) Project) (Block 291, Lot 15.01, Block 292, Lot 2)	One Bedroom	0	1	2	34 (R)
	Two Bedroom	3	9	12	
	Three Bedroom	2	2	3	
310 Centennial Avenue (Block 525, Lot 5) ³	One Bedroom	1	--	1	2 (R)
	Two Bedroom	--	--	--	
	Three Bedroom	--	--	--	
109 Walnut Avenue (Block 478, Lots 10, 11, 12, 13) ⁴	One Bedroom	--	--	1	4 (R)
	Two Bedroom	1	--	1	
	Three Bedroom	--	1	--	
E.F. Britten & Co.: 24 South Avenue West (Block 474, Lot 1)	One Bedroom	--	--	--	3 (R)
	Two Bedroom	1	--	1	
	Three Bedroom	--	1	--	
Proposed North Avenue Redevelopment Area (Block 193, Lots 10, 11, 12, 13, 14, & Portion of 6.01)	One Bedroom	--	--	--	8 (R)
	Two Bedroom	--	3	2	
	Three Bedroom	1	1	1	
Myrtle Street Mixed-Use Inclusionary Project (Block 574, Lots 14 & 15 & Block 573, Lot 9)	One Bedroom	--	--	--	2 (R)
	Two Bedroom	--	--	1	
	Three Bedroom	1	--	--	
Myrtle Street Special Needs Housing (Block 573, Lots 12.02 & 10)	Special Needs/Group Home	8	--	--	8 (GH)

Totals	18	18	25	61
¹ Project from 1990 and utilized LIHTC funding – excluded from 13% Very Low ² Project used CDBG and HOME funds, HUD had income cap requirement of 60% of AMI ³ Settlement Agreement included that the developer would provide a set-aside consisting of two (2) one-bedroom units. Bedroom distribution will be offset as part of an ongoing negotiated redevelopment plan(s) for the E.F.Britten, North Avenue, and Inclusionary Myrtle Street sites. ⁴ Resolution approving project states that the affordable units shall be: one (1) one-bedroom unit, two (2) two-bedroom units, one (1) three-bedroom unit. Bedroom distribution will be offset as part of an ongoing negotiated redevelopment plan(s) for the E.F.Britten, North Avenue, and Inclusionary Myrtle Street sites.				

E. Round 3 Rental Bonus Credits

In accordance with N.J.A.C. 5:93-5.15(d), the Township is entitled to rental bonus credits generated by projects described in Table 3, up to the maximum of 26 rental bonus credits for which it is eligible based on its 105-unit RDP. The Township is claiming a total of twenty-six (26) bonus credits, which include three (3) rental bonus credits from the Riverfront Project, three (3) rental bonus credits from the Lehigh Acquisition Project, one (1) rental bonus credit from Needlepoint Homes, and nineteen (19) rental bonus credits from the five (5) Special Needs Housing sites listed in Table 3.

F. Satisfaction of RDP

The Township has a 105-unit RDP and intends to satisfy that obligation as follows:

Table 3: Application of Credits to RDP Township of Cranford, Union County, New Jersey		
Project	Affordable Units/Credits	Unit/Credit Type
<i>Previously Built Projects</i>		
Riverfront Developers, LLC (Block 481; Lots 1.02, 2.01 and 3-9)	3	Non Age-Restricted Rental
“Woodmont Site”: - Lehigh Acquisition Project (Block 511, Lot 1)	3	Non Age-Restricted Rental
Needlepoint Homes (Block 480, Lot 1)	1	Non Age-Restricted Rental
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01)	26	Age-Restricted Rental
Homefirst (Block 418, Lot 5)	4	Group Home Bedrooms
Homefirst (Block 417, Lot 22)	3	Group Home Bedrooms
Bridgeway House (Block 505.01, Lot 1)	2	Group Home Bedrooms
SERV (Block 569, Lot 8)	4	Group Home Bedrooms
CAU NJ (Block 403, Lot 62)	6	Group Home Bedrooms
Total Built Credits/Units	52	
<i>Prospective Projects (Approved, Conceptual, or Under Construction)</i>		

310 Centennial Avenue (Block 525, Lot 5) Under Construction: 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.	2 ¹	Non Age-Restricted Rental Affordable Units
109 Walnut Avenue (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 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"	4 ²	Non Age-Restricted Rental Affordable Units
E.F. Britten & Co.: 24 South Avenue West (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.	3 ³	Non Age-Restricted Rental Affordable Units
Proposed North Avenue Redevelopment Area (Block 193, Lots 10, 11, 12, 13, 14, & Portion of 6.01). Area is 1.41 acres. Properties are located in the Downtown Core District. Lots 6.01 and 14 are Township owned—Lots 10, 11, 12, & 13 are privately owned. (Exhibit A)	8 ⁴	Non Age-Restricted Rental Affordable Units
Myrtle Street Special Needs Housing (Block 573, Lots 12.02 & 10)(Exhibit B)	8	Group Home Bedrooms
Myrtle Street Mixed-Use Inclusionary Project (Block 574, Lots 14 & 15 & Block 573, Lot 9) (Exhibit C) Area is 0.80 acres.	2	Non Age-Restricted Rental Affordable Units
Total Prospective Credits/Units	27	
<i>Bonus Credits</i>		

Eligible Bonus Credits (25% of RDP)	26	Rental Bonus Credits Taken on 3 units from Riverfront, 3 units from Lehigh Acquisition, 1 from Needlepoint, 19 from existing Group Home Bedrooms,
TOTAL	105	RDP SATISFIED
<i>Additional and Surplus Units Not Applied</i>		
Lincoln Apartments – Age-Restricted (Block 532, Lot 18.01)	37	Age-Restricted Rental Affordable Units
Total Surplus Credits/Units	37	
¹ Settlement Agreement included that the developer would provide a set-aside consisting of two (2) one-bedroom units. Bedroom distribution will be offset as part of an ongoing negotiated redevelopment plan(s) for the E.F.Britten, North Avenue, and Inclusionary Myrtle Street sites. ² Resolution approving project states that the affordable units shall be: one (1) one-bedroom unit, two (2) two-bedroom units, one (1) three-bedroom unit. Bedroom distribution will be offset as part of an ongoing negotiated redevelopment plan(s) for the E.F.Britten, North Avenue, and Inclusionary Myrtle Street sites. ³ Based on a 20% Set-Aside ⁴ Based on a 20% Set-Aside		
<i>Proposed North Avenue Redevelopment Area</i>		
<p>The RDP calculated for the proposed North Avenue Redevelopment Area is based on 30 units per acre x 1.41 acres = 42 total units. 42 x 20% = an RDP of 8. The Township reserves the right to address how the affordable housing units would be constructed within the proposed redevelopment area. The affordable housing units may be a component of a mixed-use inclusionary housing development to be further described in a redevelopment plan provided that the area is found to satisfy the criteria for redevelopment under the LRHL or in a 100% affordable housing project on lands owned by the Township within the proposed North Avenue Redevelopment Area. The Township reserves its right to address this portion of the Township's affordable housing obligation due to the Township's real and significant concerns on the quality of life of the community and the potential impacts of the project with respect to off-street public and private parking, traffic congestion and circulation, public open space, density, building height, flooding and potential environmental site remediation requirements.</p>		

G. Redevelopment

The Township reserves the right to adopt a Redevelopment Plan for any proposed project that addresses the Township's RDP or unmet need as outlined in this Summary of Plan provided that the site qualifies as an area in need of redevelopment in accordance with the Local Redevelopment Housing Law (N.J.S.A. 40A:12A-1 et seq.). Any redevelopment plan would include design standards and building requirements that would ensure that each project was designed based on sound planning principles and would take into consideration the need for public open space, adequate off-street parking, on site amenities, streetscape improvements, infrastructure improvements, and architectural and building design standards.

The Township is committed to satisfying the RDP generated by the Proposed North Avenue Redevelopment Area (Block 193, Lots 10, 11, 12, 13, 14, & Portion of 6.01). The parcels included in the proposed redevelopment area include both privately and municipally owned properties. 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.

Due to the diverse ownership of the parcels within the proposed redevelopment area, in the event that the Township is unable to implement the preferred mixed-use inclusionary redevelopment project, the Township is committed to utilizing its own properties within the Proposed North Avenue Redevelopment Area to construct a 100% affordable project in order to satisfy the RDP generated by the area.

H. Addressing the Third Round Unmet Need

Different experts and different judges have embraced different formulas which generate different Round 3 numbers. Like so many largely developed municipalities, Cranford is not in a position where it can fully address its unmet need. However, the Township will take reasonable steps to address the unmet need to the extent practical.

Various techniques to address unmet need were evaluated such as the creation of overlay zone districts, modifications to existing zones, as well as the utilization of a mandatory set aside ordinance. When determining how the Township would be able to address its unmet need, each zone district, its existing conditions, and the conditions and standards which govern that zone were analyzed.

i. Overlay Areas

Table 4: Proposed North and South Avenue Overlay to Address Unmet Need Township of Cranford, Union County, New Jersey				
Zone	Density	Area	Total Units	Affordable Units (Based on 20% Set-Aside)
D-C Downtown Core District*	20 DU/acre	18.27	365	73
D-B Downtown Business District*	20 DU/acre	18.5	370	74
D-T Downtown Transitional District	20 DU/acre	5.62	112	22
N-C Neighborhood Commercial District	20 DU/acre	5.08	102	20
ORC – Office Residential Character District	20 DU/acre	24.52	490	98
Total		108.8	1,439	287
*RDP sites have been removed from area calculations				

The districts listed in Table 4 and shown on the map in Exhibit D currently permit residential uses up to a density of 20 units per acre as a conditional use. The conditions attached to the conditional use are listed under §255-39 (22) and will be modified for the areas listed in the North and South Avenue Overlay in order to create a new ordinance as follows:

- a. Each apartment shall have its own entrance to a hallway, staircase or to the exterior.
- b. The ground floor entrance to the apartment unit or units shall be separate from the entrance to the ground floor use.
- c. An applicant or developer shall provide credible evidence to the satisfaction of the reviewing board that sufficient parking spaces are available and/or reserved in either public or private off-street parking lots for the overnight parking of vehicles of the prospective tenants of the apartment or apartments.
- d. Such apartments shall be a minimum of ~~700~~ 600 square feet for the one-room studio or efficiency apartments and 150 square feet for each additional bedroom, ~~but in no case no more than two bedrooms.~~
- ~~e. No boarders shall be permitted to occupy such apartments, nor shall any portion of the space within the apartment be sublet or rented out for any period of time.~~
- ~~f. A minimum lot size of 5,000 square feet is required.~~
- ~~g.~~ e. The gross density shall not exceed 20 units per acre

~~h.~~ f. A principal nonresidential use must be located on the ground floor of the building.

g. Inclusionary Housing Component:

Any project containing residential units shall meet the requirements of the Township's Affordable Housing Ordinances, applicable COAH and UHAC regulations and any applicable order of the court and other applicable law.

- ii. No fewer than twenty percent (20%) of for-sale units or rental units constructed shall be set aside as units affordable to very-low, low- and moderate-income households.
- iii. Income Distribution: The income distribution for the affordable units in each project shall be as follows: a minimum of 50% shall be low and very low income units and the remainder of the affordable units shall be moderate income units; at least thirteen percent (13%) shall be very-low income units, of true affordable units in a rental development which very low income units shall be counted as part of the low income housing requirement.
- iv. Bedroom Mix: At least twenty percent (20%) of the affordable units in each project shall be three-bedroom units; no more than twenty percent (20%) of the affordable units in each project shall be efficiency and one-bedroom units; at least thirty percent (30%) of the affordable units in each project shall be two-bedroom units; the balance may be two or three-bedroom units, at the discretion of the developer.
- v. The developer shall have an obligation to deed restrict the Affordable Units as very low, low- or moderate-income affordable units for a period of at least thirty (30) years, until such time and under such conditions as the Township takes action to release the deed restriction, so that the Township may count the Affordable Units against its affordable housing obligation.
- vi. All affordable units shall comply with the bedroom distribution requirements, income distribution requirements, pricing requirements, integration of affordable units requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements of the Township's Affordable Housing Ordinance and all applicable laws.
- vii. The developer/owner of the affordable units shall contract with an experienced and duly qualified administrative agent for the administration of the affordable units. The developer's/owner's administrative agent may either be the Township Administrative Agent or shall report to the Township Administrative Agent, and the developer/owner shall have the obligation to pay all costs associated with affirmatively marketing and deed restricting the affordable units, income qualifying residents, and maintaining compliance with the affordability controls on the affordable units in accordance with this section and the Township's Affordable Housing Ordinance for the entirety of the Deed-Restriction Period. The developer and its administrative agent shall provide annual reports as required by the Township and the Township's Administrative Agent to enable the Township to comply with the affordable housing monitoring requirements of the Court.

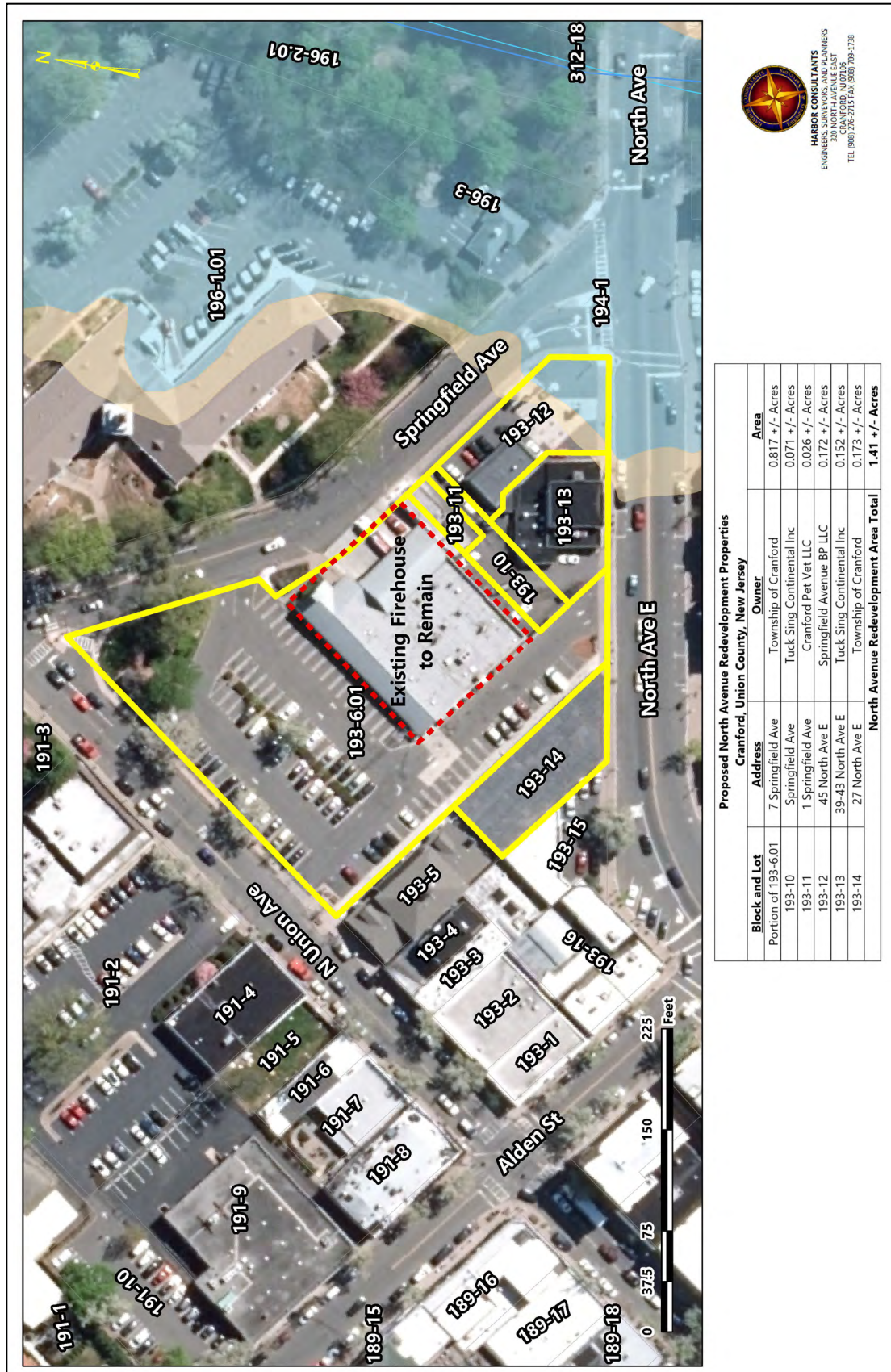
viii. *Mandatory Set-Aside Ordinance*

The Township will amend and utilize a Mandatory Set-Aside Ordinance (MSO) which was adopted by the Township on September 12, 2017 through Ordinance 2017-10 to satisfy the remaining units of the Township's unmet need. The MSO will capture units from multifamily or single family attached projects which would be generated through permitted higher densities resulting from variances, rezoning or redevelopment. Through the implementation of this ordinance, any development in the Township which generates five (5) multifamily residential units or more over the number of units already allowed, will be required to include a 20% set-aside for either for-sale and rental units.

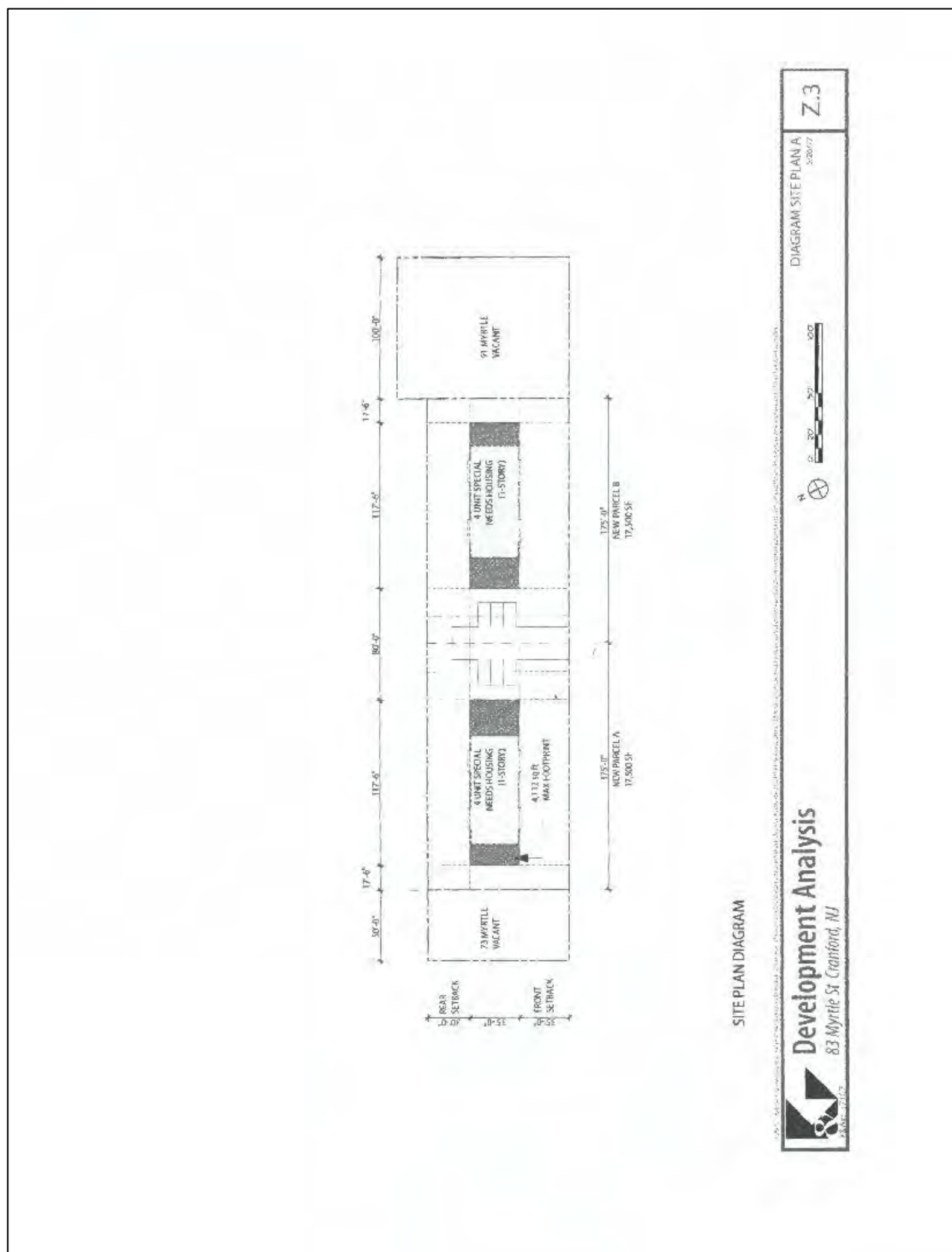
The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Township or its boards to grant such rezoning, variance, redevelopment designation or other relief. No property shall be permitted to be subdivided to avoid compliance with this requirement.

V. EXHIBITS

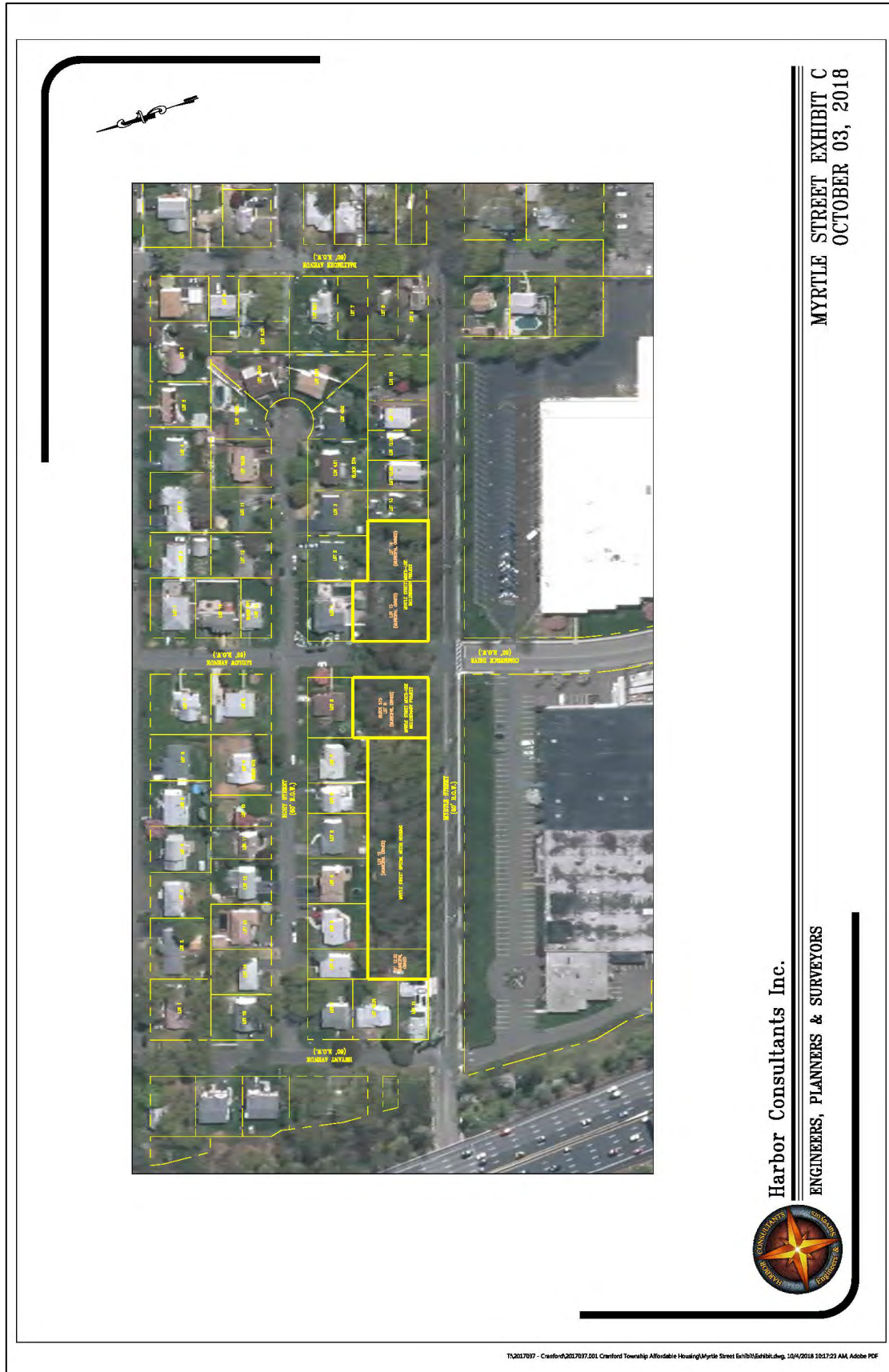
Cranford Summary of Plan Exhibit A North Avenue Redevelopment Area



Cranford Summary of Plan Exhibit B
Concept Site Plan for Group Home Project on 83 Myrtle Street

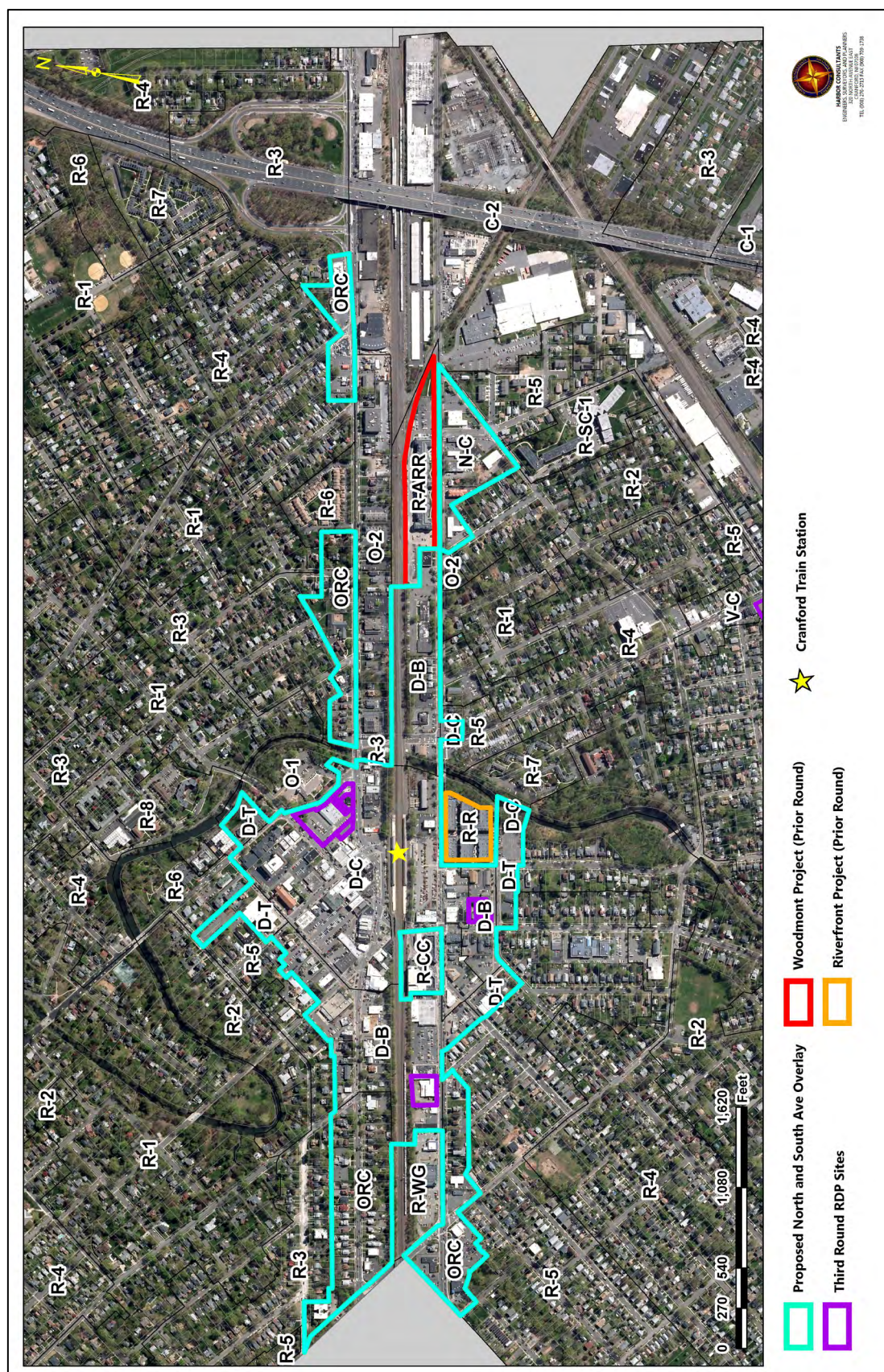


Cranford Summary of Plan Exhibit C
Myrtle Street Concept Site Plan for Myrtle Street Properties



Cranford Summary of Plan Exhibit D

Map of Proposed Overlay Area Along North and South Avenues



VI. APPENDIX

AGREEMENT

Whereas, the Cranford Board of Adjustment approved the application of 310 Centennial Avenue, LLC (the “Owner”) to construct a mixed used building at 310 Centennial Avenue, Cranford, NJ (the “Project”); and

Whereas, the Project will contain twenty (20) residential units on the second and third floor, and first floor retail space; and

Whereas, the Township asserts that the Owner must provide an affordable housing set aside of 15% of the Project’s residential units; and

Whereas, the Owner contends that the Cranford Board of Adjustment did not condition its approval of the Project on the applicant providing COAH apartments; and

Whereas, the Owner disputes the Township’s position that this Project must provide COAH units in order to comply with the affordable housing program of the Township as set forth in Municipal Ordinance 255-68(B); and

Whereas, the Owner and the Township of Cranford are desirous of resolving the dispute amicably;

NOW, THEREFORE, be it resolved, that:

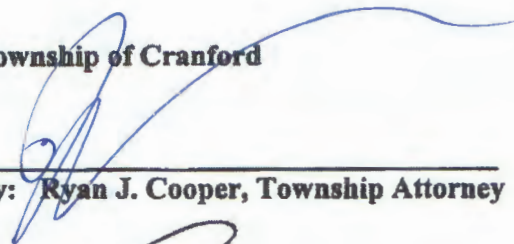
(1) The Owner will deed-restrict two (2) of the Project’s one-bedroom units as affordable housing units.

(2) The Township agrees that the provision of the affordable housing units set forth in Paragraph 1 satisfies the developer’s current affordable housing obligation with respect to this Project.

(3) The developer will identify the units which are to be designated as affordable housing units as required by the Township.

(4) The Township agrees to the terms hereof and authorizes the appropriate officers and agents of the Township to review the applicant's plans and issue, as and when appropriate, such building permits as may be necessary and incidental to the construction of the mixed-use building.

Township of Cranford


By: **Ryan J. Cooper, Township Attorney**

310 Centennial Avenue, LLC


By: **Jeremy Garlock, Member**

Dated: April , 2018

Township of Cranford

8 Springfield Avenue • Cranford, New Jersey 07016-2199
(908) 709-7200 @ Fax (908) 276-7664
www.cranford.com/township

GOVERNMENT RECORDS REQUEST RESPONSE

VIA EMAIL

TO: Rita LaBrutto
104 Arlington Road
Cranford, NJ 07016

CC: Ronald Johnson
Zoning Officer

FROM: Tara Rowley, RMC
Municipal Clerk

DATE: June 12, 2017

The Township of Cranford received your Open Public Records Act (OPRA) request on June 9, 2017. As such, the seven (7) business day deadline to respond to your request is June 20, 2017. This response to your request is being provided to you on the first business day after the custodian's receipt of said request.

Your OPRA request sought access to the following:

"Resolution for 310 Centennial Avenue".

The following record is being provided in its entirety and is responsive to your request:

1. Resolution of Memorialization-Application No. ZBA-15-026 (4 pages).

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Township of Cranford to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

6/12/17
Date

Tara Rowley
Municipal Clerk

RESOLUTION OF MEMORIALIZATION

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF CRANFORD

APPLICATION NO. ZBA-15-026

APPLICANT:

**310 Centennial Avenue, LLC
162 Mountainview Drive
Mountainside, New Jersey 07092**

**Property:
310 Centennial Avenue
Block 525, Lot 5**

WHEREAS, 310 Centennial Avenue, LLC, (hereinafter the "Applicant") owns property located at 310 Centennial Avenue, Block 525, Lot 5, Cranford, New Jersey; and

WHEREAS, the Applicant's property lies in the VC zone district (village commercial); and

WHEREAS, on May 9, 2016, the Board of Adjustment voted to grant the application and preliminary site plan approval for the construction of the mixed use project with retail use on the first floor and ten residential apartments on each of the second and third floors; and

WHEREAS, this approval was memorialized by the Board on June 13, 2016; and

WHEREAS, the Applicant continued to be represented by Joseph Triarsi, Esq., on February 27, 2017, when the Applicant returned to the Board for final site plan approval; and

WHEREAS, the Applicant presented no witnesses at the final site plan approval meeting; and

WHEREAS, no member of the public opposed or favored the granting of final site plan approval; and

WHEREAS, the Board has made the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Applicant was granted approval for several variances and waivers as well as preliminary site plan approval by the Board on May 9, 2016, and this approval was memorialized in a Resolution dated June 16, 2016.

2. The Township's engineer Carl P. O'Brien prepared a February 7, 2017 engineer's review memorandum.

CONCLUSIONS OF LAW

1. Applicant's request for final site approval is **GRANTED**.

NOW, THEREFORE, BE IT RESOLVED, on this 13th day of March, 2017, that the request for relief noted above is **GRANTED** on the following conditions:

1. Applicant shall immediately replenish its escrow account if same is not presently sufficient to pay for any professionals utilized by the Township including the attorney and engineer. No permits or certificates of occupancy can issue in connection with this application unless all legal and engineering fees have been paid by the Applicant through its initial or any subsequent escrow amount deposited with the Township.

2. All representations made by the Applicant and all conditions agreed to by the Applicant shall be strictly adhered to and complied with unless modified. These representations and conditions shall remain in full force and effect and shall apply to the approval granted herein.

3. Applicant is granted final site plan approval upon the condition that any outstanding items in the February 7, 2017 memorandum of Carl P. O'Brien be addressed in a manner satisfactory to the Township engineer to the extent that Applicant may not have already complied with any of the requirements set forth in that memorandum.

NOW, THEREFORE, BE IT RESOLVED that Application No. ZBA-15-026 is hereby granted on the conditions set forth above.

APPROVAL OF APPLICATION

Robert Bovasso made a motion to grant final site plan approval to the Applicant. This motion received a second from Mary Ann Hay.

Robert Bovasso, Mary Ann Hay, Charles Higgins, and Karolina Dehnhard voted in favor of this motion. Jeffrey Pistol voted in opposition to the Application.

ROLL CALL VOTE

On April 24, 2017, the following members of the Cranford Zoning Board of Adjustment voted in favor of this Resolution of Memorialization: Mr. Bovasso, Ms. Hay and Mr. Higgins.

The foregoing is a Resolution duly adopted by the Board of Adjustment of the Township of Cranford at its meeting on April 24, 2017.

Dated: 4/24/17


Kevin Illing, Vice-Chairperson

Dated: 4/24/17


Jeffrey Pistol, Secretary

RESOLUTION OF MEMORIALIZATION

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF CRANFORD

APPLICATION NO. ZBA-17-002

APPLICANT:

**Daryl K. Boffard
290 Hartshorn Drive
Short Hills, New Jersey 07078**

Property:

**109, 111, 113 and 115 Walnut Avenue
Block 478, Lots 10, 11, 12 and 13**

WHEREAS, Daryl K. Boffard (hereinafter the "Applicant") owns property located at Block 478, Lots 10, 11, 12 and 13, Cranford, New Jersey; and

WHEREAS, the Applicant's property lies in the D-B (Downtown Business) district; and

WHEREAS, Applicant proposes a three-story mixed use development consisting of 24 residential apartments located on the second and third floors with a restaurant and residential parking on the first floor. Barry O'Donovan, of the Kilkenny House, seeks to operate a restaurant in the retail portion of the property; and

WHEREAS, Section 136-30, Schedule 1, requires a minimum and maximum of a five foot front yard setback; and

WHEREAS, Applicant proposes a zero foot front yard setback on Walnut Avenue and a 3.33 foot front yard setback along Chestnut Street requiring a c(2) variance; and

WHEREAS, Section 136-30, Schedule 1, requires a maximum of eighty percent impervious coverage and the Applicant seeks a 93.3 percent impervious coverage with this development which requires a c(2) variance; and

WHEREAS, Section 136-39(A)(2) requires a total of 46 on-site residential parking spaces with 1.8 parking spaces per one bedroom unit and two parking spaces per two bedroom units and the Applicant proposes a total of 36 parking spaces for the project resulting in 1.5 spaces per one bedroom and two bedroom units which requires a variance; and

WHEREAS, Section 136-39(A)(1) requires 45 parking spaces for the proposed restaurant and Applicant provides only seven on-street parking spaces which requires a variance; and

WHEREAS, Section 136-23.7(12) requires a commercial use building to provide at least one off-street loading and unloading space and Applicant seeks to provide no on-site loading spaces which requires a waiver; and

WHEREAS, Applicant requires a conditional use variance because Section 136-35(B)(22) only permits 20 apartment units per acre and Applicant seeks to construct 24 residential apartments on .48 acres which requires a d(3) variance; and

WHEREAS, Applicant seeks preliminary and final site plan approval; and

WHEREAS, the Applicant is represented by attorney John DeMassi; and

WHEREAS, the matter was heard by the Zoning Board on May 8, 2017;

and

WHEREAS, testimony was heard from the Applicant's architect Avelino Martinez, the Applicant's traffic expert and engineer Nicholas Verderese, the Applicant's engineer and planner Michael Junghans and Barry O'Donovan of the Kilkenny House; and

WHEREAS, members of the public spoke in favor of and in opposition to the application; and

WHEREAS, the Board has made the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The property currently consists of four non-conforming single family homes. These structures will be demolished.
2. The total area of the property is 20,800 square feet with a frontage of 150 feet and a depth of the same footage.
3. Applicant proposes to construct a three-story building that will consist of two residential stories over parking with a restaurant located on the first floor. The development will consist of twenty-four apartments.
4. The restaurant and parking uses are both principal permitted uses in the D-B zone district and the residential use is a conditional use.
5. Applicant will provide no on-site parking spaces for the restaurant use.
6. The first floor level will consist of 36 parking spaces for the residential component of the project where 46 spaces are required. There will be

1.5 parking spaces per residential unit whereas the RSI requires 1.8 spaces for one-bedroom units and two spaces for a two-bedroom unit.

7. Seven spaces will be provided for the restaurant use on-street. Six of these spaces will be on Walnut Avenue while one will be on Chestnut Street. These spaces can be counted towards the restaurant parking requirement even though they are not on-site.

8. Applicant's traffic engineer Nicholas Verderese testified that the traffic to this site as a result of the residential units will be "negligible".

9. Mr. Verderese visited the area on a Friday night and noticed 71 public parking spaces available during the proposed peak hours of restaurant usage. Barry O'Donovan testified that the Kilkenny House will continue to be a family restaurant at the property. The current Kilkenny House restaurant will be closed.

10. Mr. O'Donovan testified that when families eat in the restaurant they are there for approximately an hour. Families with older children might stay in the premises for approximately two hours on average.

11. Mr. O'Donovan testified that he would like to move the location of his restaurant because of the serious flooding that occurred with Tropical Storm Irene several years ago.

12. Mr. O'Donovan testified that deliveries to the proposed restaurant would occur on Tuesdays and Fridays before 11 a.m. Typically deliveries come between the hours of 9 a.m. and 11 a.m. he testified. Loading and unloading will typically occur on Chestnut Street.

13. Mr. O'Donovan testified that the restaurant will be open Monday through Friday between the hours of 11:30 a.m. and 10 p.m. while the establishment will actually close at about midnight. On Saturday the restaurant is open to approximately 11 p.m. with an actual closing of the facility occurring between 1 a.m. and 2 a.m.

14. Mr. O'Donovan testified that presently the Kilkenny House has six parking spaces on South Avenue.

15. There are municipal parking lots on Chestnut Street and on South Avenue.

16. The restaurant will occupy approximately 5,000 square feet. The entrance for the residential units will be separate from the entrance to the restaurant.

17. The approximate square footage of the one-bedroom apartments is 935 square feet; the approximate square footage of the two-bedroom apartments will be 1,165 square feet. These apartments comply with the conditional use requirement of the Cranford Land Development Ordinance.

18. The restaurant will have a two yard trash container that will be serviced by a private hauler.

19. Applicant has withdrawn its request for a request for an interpretation of Cranford Land Development Ordinance Section 136-35, B. Applicant accepts for the purpose of this application that Section 136-35B(22) governs this application and it imposes a gross density of 20 residential units per acre. While that limitation does seem inconsistent with the Master Plan and is

contrary to the Plan's purpose to increase residential density in the central business zones, the plain language of the Ordinance must be applied by this Board to the application.

20. As a result of the withdrawal of the request for an interpretation, Applicant seeks a conditional use variance for a d(3) variance seeking a deviation from the aforementioned Ordinance because Applicant seeks to construct 24 residential units on .48 acres. This d(3) conditional use variance is granted because Applicant has demonstrated the site can accommodate any problems associated with the use, even though the proposed use does not comply with the requirement of twenty units per acre. In addition, as stated by Vice Chairman Kevin Illing, the express purpose of the Master Plan was to increase residential density in the central business district locations in which this zone is located. It is also noted that any additional parking demands resulting from an increase in residential density can be satisfied by 36 on-site parking spaces as well as the abundant street and public parking in the immediate vicinity. Furthermore the d(3) conditional use variance can be granted because the impact will not change the character of the neighborhood; in fact, it will improve the properties substantially by constructing a principally permitted use, a restaurant, as well as the residential units on the second and third floors of the building. This d(3) conditional use variance is appropriate because it can be granted without a substantial detriment to the public good nor a substantial impairment of the intent and purpose of the zone plan and D-B zone district ordinance. Indeed, the project is consistent with the goals of the Master Plan to

increase residential density near the downtown and to provide additional housing options in the community. Moreover, the Residential Site Improvement standards, as well as the Cranford Master Plan, indicate that when deliberating parking demands in the context of increased residential density, adjacent public parking should be considered when the parking space requirement of a local ordinance cannot be satisfied on-site. It should also be noted that similar establishments in the central business district zones have no parking whatsoever on-site.

CONCLUSIONS OF LAW

1. Applicant's request for a c(2) variance to permit a zero foot front yard setback on Walnut Avenue where five feet is required, and a 3.33 foot front yard setback along Chestnut Street where five feet is required is granted because the purpose of the Municipal Land Use Law would be advanced by a deviation from this strict zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment by allowing a principally permitted use to be constructed along with the removal of four non-conforming structures. These two variances can also be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the master zone plan and the D-B zone district ordinance.

2. Applicant's request for a c(2) variance in regard to the construction of 36 parking spaces for the residential uses where 46 spaces are required is granted since the purposes of the Municipal Land Use law would be advanced by

a deviation from the zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment as there is street parking and two public parking lots in the immediate vicinity of the project. In addition, the variance can be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the master zone plan and the D-B zone district ordinance.

3. Applicant's request for a c(2) variance from Section 136-39(A)(1) which requires 45 spaces for the proposed restaurant where Applicant seeks to provide seven on-street parking spaces is granted because the benefits of such deviation from the Ordinance will substantially outweigh any detriment. In addition, the variance can be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the Master Zone Plan in the D-B zone district Ordinance.

4. Applicant's request for a waiver of the requirement that a commercial building have at least one off-street loading space is waived as this is a reasonable request under the circumstances. N.J.S.A. 40:55D-51b; Garafalo v. Burlington Tp., 212 N.J. Super. 458 (Law Div. 1985).

5. Applicant's request for a c(2) variance contrary to Section 136-30, Schedule 1, which requires a maximum of eighty percent impervious coverage where the Applicant seeks a 93.3 percent impervious coverage is granted because the purpose of the Municipal Land Use Law would be advanced by a deviation from this strict zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment. The variance can also be

granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the Master Zone Plan in the D-B zone district Ordinance.

6. Applicant's request for preliminary and final site plan approval is granted.

7. Section 136-35(B)(22)(a)4, which prohibits three-bedroom apartments on the upper floors of buildings, is pre-empted by N.J.A.C. 5:93-7.3(a)3 which requires that twenty percent of all low- and moderate-income units be three bedroom units. Avalon Princeton, LLC v. Princeton, et al., Docket No. A-1992-15T2; See, Redd v. Bowman, 223 N.J. 87, 108 (2015).

NOW, THEREFORE, BE IT RESOLVED, on this 19th day of June, 2017, that Applicant's request for a d(3) conditional use variance, four c(2) variances and one waiver as described above is **GRANTED** upon the following conditions:

1. Applicant shall immediately replenish its escrow account if same is not presently sufficient to pay for any professionals utilized by the Township including the attorney and engineer. No permits or certificates of occupancy can issue in connection with this application unless all legal and engineering fees have been paid by the Applicant through its initial or any subsequent escrow amount deposited with the Township.

2. All representations made by the Applicant and all conditions agreed to by the Applicant shall be strictly adhered to and complied with unless modified. These representations and conditions shall remain in full force and effect and shall apply to the approval granted herein.

3. Applicant will install appropriate fencing or buffer around its parking lot to reduce headlight spillage.

4. Applicant will ensure that 3,000 K lighting is installed throughout the exterior of the project at the proposed fixture locations and that the lighting in the parking lot will be more compatible with the architecture of the project, which includes the use of wall packs.

5. Applicant will maintain the existing street scape lighting.

6. Applicant will comply with Article 6 of the Cranford Land Development Ordinance concerning stormwater control (Cranford Land Development Ordinance Section 136-40, et seq.) consistent with the plan it submitted and any subsequent requirements of Township professionals.

7. Applicant shall comply with Article IX, Section 136-71B, and Section 136-75 of the Township's Land Development Ordinance and applicable State law which requires an affordable housing set aside of fifteen percent of the proposed rental units. This results in a requirement that four of the 24 units be affordable as defined in Article IX.

In addition, in accordance with N.J.A.C. 5:93-7.3(a), 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.

Applicant shall submit plans to the Building Department reflecting the one three-bedroom affordable unit that is not in its initial plans. If the footprint of the building has not changed with the inclusion of the one three-bedroom apartment, then the matter will be handled administratively through the Building Department. If the creation of the one three-bedroom apartment changes the footprint of the building thereby requiring a variance for its inclusion in the project, then Applicant shall submit an amended site plan application to the Zoning Board.

8. To the extent feasible, as determined by Applicant's engineer and the Township engineer, Applicant will provide a three foot landscaping strip along a portion of the front of the building.

9. Applicant will make reasonable plans to provide alternative parking arrangements for the project if it is reasonably determined at a future date occurring after the issuance of a final certificate of occupancy for the property by an appropriate Township official that: i) the actual number of vehicles for the residential tenants at the property exceeds 36, ii) the residents without assigned parking spaces are unable to find a reasonable parking alternative within the township, and iii) the failure of these residents to find a reasonable parking alternative has caused a material adverse effect.

NOW, THEREFORE, BE IT RESOLVED that Application No. ZBA-17-002 is hereby granted on the conditions set forth above.

APPROVAL OF APPLICATION

Victoria Drake made a motion to approve the Application. This motion received a second by Mary Ann Hay.

Victoria Drake, Mary Ann Hay, Brian Trelease, Charles Higgins, Robert Bovasso, and Kevin Illing voted to approve this Application. Jeffrey Pistol voted against the Application.

ROLL CALL VOTE

On June 19, 2017, the following members of the Cranford Zoning Board of Adjustment voted in favor of this Resolution of Memorialization: Mr. Illing, Mr. Bovasso, Mr. Higgins, Ms. Hay and Mr. Trelease.

The foregoing is a Resolution duly adopted by the Board of Adjustment of the Township of Cranford at its meeting on June 19, 2017.

Dated: 6/19/17

Kevin Illing
Kevin Illing, Vice-Chairperson

Dated: 6/19/17

Jeffrey Pistol
Jeffrey Pistol, Secretary

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

ORDINANCE NO. 2017-10

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,
CHAPTER 136 LAND DEVELOPMENT, ARTICLE IX AFFORDABLE HOUSING,
SECTION 71 AFFORDABLE HOUSING PROGRAMS.**

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranford, in the County of Union, State of New Jersey, as follows:

SECTION 1. Section 136-71(B.) is repealed and replaced in its entirety as follows:

B. Percentage of Mandatory Set-Asides for All Future Residential Developments.

- (1) If the Township or either the Township Zoning Board of Adjustment or Planning Board permits (or recommend the permission of) the construction of multi-family or single-family attached residential development that is an “approvable site” and a “developable site,” as defined at N.J.A.C. 5:93-1.3, the Township or the applicable Board shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Zoning Board of Adjustment, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For any such development for which the Township’s land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of the effective date of this Ordinance, this requirement shall only apply if the Township or the Township’s Land Use Board permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Ordinance. Nothing in this paragraph precludes the Township or the applicable Board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

This section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

- (2) Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

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

- (3) Fractional Units. If 15 or 20 percent of the total number of units in a development results in a fraction or decimal, the developer shall be required to provide an additional affordable unit on site.

Example: an 8-unit development requiring an affordable housing set-aside of 1.6 units is proposed. The developer is required to provide two on-site affordable units.

- (4) Integration Of Affordable Units. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market rate units.
- (5) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. This ordinance shall become effective upon final passage and publication according to law.

STATE OF NEW JERSEY)

:ss.:

COUNTY OF UNION)

I, PATIRICA DONAHUE, Municipal Clerk of the Township of Cranford, in the County of Union, in the State of New Jersey, DO HEREBY CERTIFY that the attached Ordinance No. 2017- 10 was finally adopted by the Township Committee of the Township of Cranford, in the County of Union, at a meeting held on September 12, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the corporate seal of said Township, this 11 day of Sept. 2018



Patricia Donahue, RMC, Municipal Clerk
Township of Cranford
County of Union
New Jersey

AGREEMENT

Whereas, the Cranford Board of Adjustment approved the application of 310 Centennial Avenue, LLC (the “Owner”) to construct a mixed used building at 310 Centennial Avenue, Cranford, NJ (the “Project”); and

Whereas, the Project will contain twenty (20) residential units on the second and third floor, and first floor retail space; and

Whereas, the Township asserts that the Owner must provide an affordable housing set aside of 15% of the Project’s residential units; and

Whereas, the Owner contends that the Cranford Board of Adjustment did not condition its approval of the Project on the applicant providing COAH apartments; and

Whereas, the Owner disputes the Township’s position that this Project must provide COAH units in order to comply with the affordable housing program of the Township as set forth in Municipal Ordinance 255-68(B); and

Whereas, the Owner and the Township of Cranford are desirous of resolving the dispute amicably;

NOW, THEREFORE, be it resolved, that:

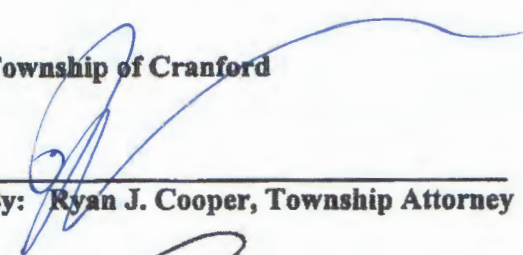
(1) The Owner will deed-restrict two (2) of the Project’s one-bedroom units as affordable housing units.

(2) The Township agrees that the provision of the affordable housing units set forth in Paragraph 1 satisfies the developer’s current affordable housing obligation with respect to this Project.

(3) The developer will identify the units which are to be designated as affordable housing units as required by the Township.

(4) The Township agrees to the terms hereof and authorizes the appropriate officers and agents of the Township to review the applicant's plans and issue, as and when appropriate, such building permits as may be necessary and incidental to the construction of the mixed-use building.

Township of Cranford


By: **Ryan J. Cooper, Township Attorney**

310 Centennial Avenue, LLC


By: **Jeremy Garlock, Member**

Dated: April , 2018

Township of Cranford

8 Springfield Avenue • Cranford, New Jersey 07016-2199
(908) 709-7200 @ Fax (908) 276-7664
www.cranford.com/township

GOVERNMENT RECORDS REQUEST RESPONSE

VIA EMAIL

TO: Rita LaBrutto
104 Arlington Road
Cranford, NJ 07016

CC: Ronald Johnson
Zoning Officer

FROM: Tara Rowley, RMC
Municipal Clerk

DATE: June 12, 2017

The Township of Cranford received your Open Public Records Act (OPRA) request on June 9, 2017. As such, the seven (7) business day deadline to respond to your request is June 20, 2017. This response to your request is being provided to you on the first business day after the custodian's receipt of said request.

Your OPRA request sought access to the following:

"Resolution for 310 Centennial Avenue".

The following record is being provided in its entirety and is responsive to your request:

1. Resolution of Memorialization-Application No. ZBA-15-026 (4 pages).

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Township of Cranford to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

6/12/17
Date

Tara Rowley
Municipal Clerk

RESOLUTION OF MEMORIALIZATION

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF CRANFORD

APPLICATION NO. ZBA-15-026

APPLICANT:

**310 Centennial Avenue, LLC
162 Mountainview Drive
Mountainside, New Jersey 07092**

**Property:
310 Centennial Avenue
Block 525, Lot 5**

WHEREAS, 310 Centennial Avenue, LLC, (hereinafter the "Applicant") owns property located at 310 Centennial Avenue, Block 525, Lot 5, Cranford, New Jersey; and

WHEREAS, the Applicant's property lies in the VC zone district (village commercial); and

WHEREAS, on May 9, 2016, the Board of Adjustment voted to grant the application and preliminary site plan approval for the construction of the mixed use project with retail use on the first floor and ten residential apartments on each of the second and third floors; and

WHEREAS, this approval was memorialized by the Board on June 13, 2016; and

WHEREAS, the Applicant continued to be represented by Joseph Triarsi, Esq., on February 27, 2017, when the Applicant returned to the Board for final site plan approval; and

WHEREAS, the Applicant presented no witnesses at the final site plan approval meeting; and

WHEREAS, no member of the public opposed or favored the granting of final site plan approval; and

WHEREAS, the Board has made the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Applicant was granted approval for several variances and waivers as well as preliminary site plan approval by the Board on May 9, 2016, and this approval was memorialized in a Resolution dated June 16, 2016.

2. The Township's engineer Carl P. O'Brien prepared a February 7, 2017 engineer's review memorandum.

CONCLUSIONS OF LAW

1. Applicant's request for final site approval is **GRANTED**.

NOW, THEREFORE, BE IT RESOLVED, on this 13th day of March, 2017, that the request for relief noted above is **GRANTED** on the following conditions:

1. Applicant shall immediately replenish its escrow account if same is not presently sufficient to pay for any professionals utilized by the Township including the attorney and engineer. No permits or certificates of occupancy can issue in connection with this application unless all legal and engineering fees have been paid by the Applicant through its initial or any subsequent escrow amount deposited with the Township.

2. All representations made by the Applicant and all conditions agreed to by the Applicant shall be strictly adhered to and complied with unless modified. These representations and conditions shall remain in full force and effect and shall apply to the approval granted herein.

3. Applicant is granted final site plan approval upon the condition that any outstanding items in the February 7, 2017 memorandum of Carl P. O'Brien be addressed in a manner satisfactory to the Township engineer to the extent that Applicant may not have already complied with any of the requirements set forth in that memorandum.

NOW, THEREFORE, BE IT RESOLVED that Application No. ZBA-15-026 is hereby granted on the conditions set forth above.

APPROVAL OF APPLICATION

Robert Bovasso made a motion to grant final site plan approval to the Applicant. This motion received a second from Mary Ann Hay.

Robert Bovasso, Mary Ann Hay, Charles Higgins, and Karolina Dehnhard voted in favor of this motion. Jeffrey Pistol voted in opposition to the Application.

ROLL CALL VOTE

On April 24, 2017, the following members of the Cranford Zoning Board of Adjustment voted in favor of this Resolution of Memorialization: Mr. Bovasso, Ms. Hay and Mr. Higgins.

The foregoing is a Resolution duly adopted by the Board of Adjustment of the Township of Cranford at its meeting on April 24, 2017.

Dated: 4/24/17


Kevin Illing, Vice-Chairperson

Dated: 4/24/17


Jeffrey Pistol, Secretary

RESOLUTION OF MEMORIALIZATION

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF CRANFORD

APPLICATION NO. ZBA-17-002

APPLICANT:

**Daryl K. Boffard
290 Hartshorn Drive
Short Hills, New Jersey 07078**

Property:

**109, 111, 113 and 115 Walnut Avenue
Block 478, Lots 10, 11, 12 and 13**

WHEREAS, Daryl K. Boffard (hereinafter the "Applicant") owns property located at Block 478, Lots 10, 11, 12 and 13, Cranford, New Jersey; and

WHEREAS, the Applicant's property lies in the D-B (Downtown Business) district; and

WHEREAS, Applicant proposes a three-story mixed use development consisting of 24 residential apartments located on the second and third floors with a restaurant and residential parking on the first floor. Barry O'Donovan, of the Kilkenny House, seeks to operate a restaurant in the retail portion of the property; and

WHEREAS, Section 136-30, Schedule 1, requires a minimum and maximum of a five foot front yard setback; and

WHEREAS, Applicant proposes a zero foot front yard setback on Walnut Avenue and a 3.33 foot front yard setback along Chestnut Street requiring a c(2) variance; and

WHEREAS, Section 136-30, Schedule 1, requires a maximum of eighty percent impervious coverage and the Applicant seeks a 93.3 percent impervious coverage with this development which requires a c(2) variance; and

WHEREAS, Section 136-39(A)(2) requires a total of 46 on-site residential parking spaces with 1.8 parking spaces per one bedroom unit and two parking spaces per two bedroom units and the Applicant proposes a total of 36 parking spaces for the project resulting in 1.5 spaces per one bedroom and two bedroom units which requires a variance; and

WHEREAS, Section 136-39(A)(1) requires 45 parking spaces for the proposed restaurant and Applicant provides only seven on-street parking spaces which requires a variance; and

WHEREAS, Section 136-23.7(12) requires a commercial use building to provide at least one off-street loading and unloading space and Applicant seeks to provide no on-site loading spaces which requires a waiver; and

WHEREAS, Applicant requires a conditional use variance because Section 136-35(B)(22) only permits 20 apartment units per acre and Applicant seeks to construct 24 residential apartments on .48 acres which requires a d(3) variance; and

WHEREAS, Applicant seeks preliminary and final site plan approval; and

WHEREAS, the Applicant is represented by attorney John DeMassi; and

WHEREAS, the matter was heard by the Zoning Board on May 8, 2017;

and

WHEREAS, testimony was heard from the Applicant's architect Avelino Martinez, the Applicant's traffic expert and engineer Nicholas Verderese, the Applicant's engineer and planner Michael Junghans and Barry O'Donovan of the Kilkenny House; and

WHEREAS, members of the public spoke in favor of and in opposition to the application; and

WHEREAS, the Board has made the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The property currently consists of four non-conforming single family homes. These structures will be demolished.
2. The total area of the property is 20,800 square feet with a frontage of 150 feet and a depth of the same footage.
3. Applicant proposes to construct a three-story building that will consist of two residential stories over parking with a restaurant located on the first floor. The development will consist of twenty-four apartments.
4. The restaurant and parking uses are both principal permitted uses in the D-B zone district and the residential use is a conditional use.
5. Applicant will provide no on-site parking spaces for the restaurant use.
6. The first floor level will consist of 36 parking spaces for the residential component of the project where 46 spaces are required. There will be

1.5 parking spaces per residential unit whereas the RSI requires 1.8 spaces for one-bedroom units and two spaces for a two-bedroom unit.

7. Seven spaces will be provided for the restaurant use on-street. Six of these spaces will be on Walnut Avenue while one will be on Chestnut Street. These spaces can be counted towards the restaurant parking requirement even though they are not on-site.

8. Applicant's traffic engineer Nicholas Verderese testified that the traffic to this site as a result of the residential units will be "negligible".

9. Mr. Verderese visited the area on a Friday night and noticed 71 public parking spaces available during the proposed peak hours of restaurant usage. Barry O'Donovan testified that the Kilkenny House will continue to be a family restaurant at the property. The current Kilkenny House restaurant will be closed.

10. Mr. O'Donovan testified that when families eat in the restaurant they are there for approximately an hour. Families with older children might stay in the premises for approximately two hours on average.

11. Mr. O'Donovan testified that he would like to move the location of his restaurant because of the serious flooding that occurred with Tropical Storm Irene several years ago.

12. Mr. O'Donovan testified that deliveries to the proposed restaurant would occur on Tuesdays and Fridays before 11 a.m. Typically deliveries come between the hours of 9 a.m. and 11 a.m. he testified. Loading and unloading will typically occur on Chestnut Street.

13. Mr. O'Donovan testified that the restaurant will be open Monday through Friday between the hours of 11:30 a.m. and 10 p.m. while the establishment will actually close at about midnight. On Saturday the restaurant is open to approximately 11 p.m. with an actual closing of the facility occurring between 1 a.m. and 2 a.m.

14. Mr. O'Donovan testified that presently the Kilkenny House has six parking spaces on South Avenue.

15. There are municipal parking lots on Chestnut Street and on South Avenue.

16. The restaurant will occupy approximately 5,000 square feet. The entrance for the residential units will be separate from the entrance to the restaurant.

17. The approximate square footage of the one-bedroom apartments is 935 square feet; the approximate square footage of the two-bedroom apartments will be 1,165 square feet. These apartments comply with the conditional use requirement of the Cranford Land Development Ordinance.

18. The restaurant will have a two yard trash container that will be serviced by a private hauler.

19. Applicant has withdrawn its request for a request for an interpretation of Cranford Land Development Ordinance Section 136-35, B. Applicant accepts for the purpose of this application that Section 136-35B(22) governs this application and it imposes a gross density of 20 residential units per acre. While that limitation does seem inconsistent with the Master Plan and is

contrary to the Plan's purpose to increase residential density in the central business zones, the plain language of the Ordinance must be applied by this Board to the application.

20. As a result of the withdrawal of the request for an interpretation, Applicant seeks a conditional use variance for a d(3) variance seeking a deviation from the aforementioned Ordinance because Applicant seeks to construct 24 residential units on .48 acres. This d(3) conditional use variance is granted because Applicant has demonstrated the site can accommodate any problems associated with the use, even though the proposed use does not comply with the requirement of twenty units per acre. In addition, as stated by Vice Chairman Kevin Illing, the express purpose of the Master Plan was to increase residential density in the central business district locations in which this zone is located. It is also noted that any additional parking demands resulting from an increase in residential density can be satisfied by 36 on-site parking spaces as well as the abundant street and public parking in the immediate vicinity. Furthermore the d(3) conditional use variance can be granted because the impact will not change the character of the neighborhood; in fact, it will improve the properties substantially by constructing a principally permitted use, a restaurant, as well as the residential units on the second and third floors of the building. This d(3) conditional use variance is appropriate because it can be granted without a substantial detriment to the public good nor a substantial impairment of the intent and purpose of the zone plan and D-B zone district ordinance. Indeed, the project is consistent with the goals of the Master Plan to

increase residential density near the downtown and to provide additional housing options in the community. Moreover, the Residential Site Improvement standards, as well as the Cranford Master Plan, indicate that when deliberating parking demands in the context of increased residential density, adjacent public parking should be considered when the parking space requirement of a local ordinance cannot be satisfied on-site. It should also be noted that similar establishments in the central business district zones have no parking whatsoever on-site.

CONCLUSIONS OF LAW

1. Applicant's request for a c(2) variance to permit a zero foot front yard setback on Walnut Avenue where five feet is required, and a 3.33 foot front yard setback along Chestnut Street where five feet is required is granted because the purpose of the Municipal Land Use Law would be advanced by a deviation from this strict zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment by allowing a principally permitted use to be constructed along with the removal of four non-conforming structures. These two variances can also be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the master zone plan and the D-B zone district ordinance.

2. Applicant's request for a c(2) variance in regard to the construction of 36 parking spaces for the residential uses where 46 spaces are required is granted since the purposes of the Municipal Land Use law would be advanced by

a deviation from the zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment as there is street parking and two public parking lots in the immediate vicinity of the project. In addition, the variance can be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the master zone plan and the D-B zone district ordinance.

3. Applicant's request for a c(2) variance from Section 136-39(A)(1) which requires 45 spaces for the proposed restaurant where Applicant seeks to provide seven on-street parking spaces is granted because the benefits of such deviation from the Ordinance will substantially outweigh any detriment. In addition, the variance can be granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the Master Zone Plan in the D-B zone district Ordinance.

4. Applicant's request for a waiver of the requirement that a commercial building have at least one off-street loading space is waived as this is a reasonable request under the circumstances. N.J.S.A. 40:55D-51b; Garafalo v. Burlington Tp., 212 N.J. Super. 458 (Law Div. 1985).

5. Applicant's request for a c(2) variance contrary to Section 136-30, Schedule 1, which requires a maximum of eighty percent impervious coverage where the Applicant seeks a 93.3 percent impervious coverage is granted because the purpose of the Municipal Land Use Law would be advanced by a deviation from this strict zoning ordinance requirement and the benefits of the deviation would substantially outweigh any detriment. The variance can also be

granted without a substantial detriment to the public good nor a substantial impairment to the intent and purpose of the Master Zone Plan in the D-B zone district Ordinance.

6. Applicant's request for preliminary and final site plan approval is granted.

7. Section 136-35(B)(22)(a)4, which prohibits three-bedroom apartments on the upper floors of buildings, is pre-empted by N.J.A.C. 5:93-7.3(a)3 which requires that twenty percent of all low- and moderate-income units be three bedroom units. Avalon Princeton, LLC v. Princeton, et al., Docket No. A-1992-15T2; See, Redd v. Bowman, 223 N.J. 87, 108 (2015).

NOW, THEREFORE, BE IT RESOLVED, on this 19th day of June, 2017, that Applicant's request for a d(3) conditional use variance, four c(2) variances and one waiver as described above is **GRANTED** upon the following conditions:

1. Applicant shall immediately replenish its escrow account if same is not presently sufficient to pay for any professionals utilized by the Township including the attorney and engineer. No permits or certificates of occupancy can issue in connection with this application unless all legal and engineering fees have been paid by the Applicant through its initial or any subsequent escrow amount deposited with the Township.

2. All representations made by the Applicant and all conditions agreed to by the Applicant shall be strictly adhered to and complied with unless modified. These representations and conditions shall remain in full force and effect and shall apply to the approval granted herein.

3. Applicant will install appropriate fencing or buffer around its parking lot to reduce headlight spillage.

4. Applicant will ensure that 3,000 K lighting is installed throughout the exterior of the project at the proposed fixture locations and that the lighting in the parking lot will be more compatible with the architecture of the project, which includes the use of wall packs.

5. Applicant will maintain the existing street scape lighting.

6. Applicant will comply with Article 6 of the Cranford Land Development Ordinance concerning stormwater control (Cranford Land Development Ordinance Section 136-40, et seq.) consistent with the plan it submitted and any subsequent requirements of Township professionals.

7. Applicant shall comply with Article IX, Section 136-71B, and Section 136-75 of the Township's Land Development Ordinance and applicable State law which requires an affordable housing set aside of fifteen percent of the proposed rental units. This results in a requirement that four of the 24 units be affordable as defined in Article IX.

In addition, in accordance with N.J.A.C. 5:93-7.3(a), 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.

Applicant shall submit plans to the Building Department reflecting the one three-bedroom affordable unit that is not in its initial plans. If the footprint of the building has not changed with the inclusion of the one three-bedroom apartment, then the matter will be handled administratively through the Building Department. If the creation of the one three-bedroom apartment changes the footprint of the building thereby requiring a variance for its inclusion in the project, then Applicant shall submit an amended site plan application to the Zoning Board.

8. To the extent feasible, as determined by Applicant's engineer and the Township engineer, Applicant will provide a three foot landscaping strip along a portion of the front of the building.

9. Applicant will make reasonable plans to provide alternative parking arrangements for the project if it is reasonably determined at a future date occurring after the issuance of a final certificate of occupancy for the property by an appropriate Township official that: i) the actual number of vehicles for the residential tenants at the property exceeds 36, ii) the residents without assigned parking spaces are unable to find a reasonable parking alternative within the township, and iii) the failure of these residents to find a reasonable parking alternative has caused a material adverse effect.

NOW, THEREFORE, BE IT RESOLVED that Application No. ZBA-17-002 is hereby granted on the conditions set forth above.

APPROVAL OF APPLICATION

Victoria Drake made a motion to approve the Application. This motion received a second by Mary Ann Hay.

Victoria Drake, Mary Ann Hay, Brian Trelease, Charles Higgins, Robert Bovasso, and Kevin Illing voted to approve this Application. Jeffrey Pistol voted against the Application.

ROLL CALL VOTE

On June 19, 2017, the following members of the Cranford Zoning Board of Adjustment voted in favor of this Resolution of Memorialization: Mr. Illing, Mr. Bovasso, Mr. Higgins, Ms. Hay and Mr. Trelease.

The foregoing is a Resolution duly adopted by the Board of Adjustment of the Township of Cranford at its meeting on June 19, 2017.

Dated: 6/19/17


Kevin Illing, Vice-Chairperson

Dated: 6/19/17


Jeffrey Pistol, Secretary

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

ORDINANCE NO. 2017-10

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD,
CHAPTER 136 LAND DEVELOPMENT, ARTICLE IX AFFORDABLE HOUSING,
SECTION 71 AFFORDABLE HOUSING PROGRAMS.**

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranford, in the County of Union, State of New Jersey, as follows:

SECTION 1. Section 136-71(B.) is repealed and replaced in its entirety as follows:

B. Percentage of Mandatory Set-Asides for All Future Residential Developments.

- (1) If the Township or either the Township Zoning Board of Adjustment or Planning Board permits (or recommend the permission of) the construction of multi-family or single-family attached residential development that is an “approvable site” and a “developable site,” as defined at N.J.A.C. 5:93-1.3, the Township or the applicable Board shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Zoning Board of Adjustment, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For any such development for which the Township’s land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of the effective date of this Ordinance, this requirement shall only apply if the Township or the Township’s Land Use Board permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Ordinance. Nothing in this paragraph precludes the Township or the applicable Board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

This section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

- (2) Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

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

- (3) Fractional Units. If 15 or 20 percent of the total number of units in a development results in a fraction or decimal, the developer shall be required to provide an additional affordable unit on site.

Example: an 8-unit development requiring an affordable housing set-aside of 1.6 units is proposed. The developer is required to provide two on-site affordable units.

- (4) Integration Of Affordable Units. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market rate units.
- (5) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. This ordinance shall become effective upon final passage and publication according to law.

STATE OF NEW JERSEY)

:ss.:

COUNTY OF UNION)

I, PATIRICA DONAHUE, Municipal Clerk of the Township of Cranford, in the County of Union, in the State of New Jersey, DO HEREBY CERTIFY that the attached Ordinance No. 2017- 10 was finally adopted by the Township Committee of the Township of Cranford, in the County of Union, at a meeting held on September 12, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the corporate seal of said Township, this 11 day of Sept. 2018



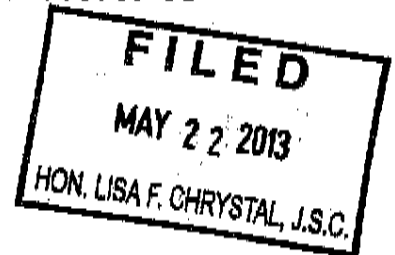
Patricia Donahue, RMC, Municipal Clerk
Township of Cranford
County of Union
New Jersey

EXHIBIT C

Final Judgment of Compliance and Repose

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY - LAW DIVISION
DOCKET NOS. UNN-L-003759-08

Civil Action



FINAL JUDGMENT OF COMPLIANCE

CRANFORD DEVELOPMENT
ASSOCIATES, LLC, a limited liability
company organized under the laws of
the State of New Jersey, SAMUEL
HEKEMIAN, PETER HEKEMIAN,
JEFFREY HEKEMIAN, and ANN
KRIKORIAN as trustee for RICHARD
HEKEMIAN and MARK HEKEMIAN,
Plaintiffs,

vs.

TOWNSHIP OF CRANFORD, MAYOR
AND COUNCIL OF THE TOWNSHIP
OF CRANFORD and the PLANNING
BOARD OF THE TOWNSHIP OF
CRANFORD,
Defendants.

This matter having come before the Court on the 22nd day of April 2013,
in presence of Stephen Eisdorfer, Esq., counsel for Plaintiffs Cranford
Development Associates LLC et al ("CDA"), Carl Rizzo, Esq. counsel for Plaintiff
Lehigh Acquisition Corp. ("Lehigh"), Peter Wolfson, Esq., counsel for WP
Cranford LLC, Philip Morin, Esq., counsel for Defendants Township of Cranford
et al ("Defendants"), and Laura Smith-Denker, Esq., counsel for Objector Fair
Share Housing Center, Inc. on the joint motion of CDA and the Defendants for
entry of a Final Judgment of Compliance; and

The Court having determined that adequate notice of the hearing and the
opportunity to submit written objections was given by publication and by mail

to entities and organizations in the Essex, Morris, Union, and Sussex housing region representing the interests of low and moderate income households; and

The Court having determined the claims by Lehigh Acquisition Corp. for a site specific builders remedy on the its property at 555 South Avenue in Cranford Township, formerly consolidated with the present action, were resolved by negotiated settlement approved by the Court by order entered on January 28, 2011, and that those claims were severed from the present action by Order entered on March 22, 2013; and

The Court having decided certain issues by orders granting partial summary judgment entered on March 20, 2009, and June 23, 2011; and

The Court having determined for reasons set forth in its oral opinion of July 29, 2011, to grant a site-specific builder's remedy to plaintiffs Cranford Development Associates et al on specified terms and to award other relief and having entered an order granting a site specific builder's remedy to plaintiffs on December 9, 2011; and

The Court having set conditions for the entry of a final judgment of compliance in its order of December 9, 2011; and

The Court having denied Defendants' motions for reconsideration of its Order of December 9, 2011, by oral opinion dated January 26, 2012; and for disqualification of the special master and new trial by order entered on December 17, 2012; and

The Court having previously ordered that Lehigh must appear at the hearing on April 22, 2013, and that it would be bound by the terms of any

judgment of compliance in this matter, even though its claims have been severed; and

The Court having reviewed the Housing Element and Fair Share Plan with supporting appendices adopted by the Planning Board of the Township of Cranford and approved the Township Committee of the Township of Cranford, dated April 3, 2013, and the Final Report submitted by Special Master Elizabeth McKenzie dated March 29, 2013; and

The Court having considered written objections submitted by John Hrebin, Elizabeth A. Sweeney, Kevin Campbell, Maria Anderson, Rita LaBrutto, Mark Smith, and the Fair Share Housing Center, Inc.; the oral testimony of Objectors Elizabeth A. Sweeney, Kevin Campbell, Maria Anderson, and Rita LaBrutto, and the arguments of counsel for Objector Fair Share Housing Center, Inc.; and

The Court having considered the oral comments of the Special Master McKenzie, the written responses of the various parties to the objections, and the arguments of the counsel; and

It further appearing to the Court that, for the reasons set forth in its oral opinion of April 22, 2013, a final judgment of compliance should be entered in favor of defendants,

It is on this ____ day of ____, 2013, hereby ORDERED and ADJUDGED as follows:

1. The Court DECLARES that Cranford Township's fair share housing obligation, which is its fair share of the unmet need for safe, decent housing

affordable to low and moderate income households for the Essex-Morris-Sussex-Union Housing Region, is comprised of an indigenous need of 55 units, and a prior round (i.e., pre-1999) need of 138 units, plus that portion of the third round (post-1999) need that can be satisfied on the available vacant developable land and imminently redevelopable land within the municipality (the so-called realistic development potential) of 5 units.

2. The Court DECLARES that the Housing Element and Fair Share Plan dated April 3, 2013, creates sufficient realistic opportunities for the provision of safe, decent housing affordable to low and moderate income households to satisfy Cranford Township's fair share housing obligation quantified in paragraph 1.

3. The Court DECLARES that, in addition to the housing obligation quantified in paragraph 1, Cranford Township may have an additional unmet third round housing obligation that has not yet been quantified. The Court further DECLARES that the Housing Element and Fair Share Plan dated April 3, 2013, creates realistic opportunities for the provision of safe, decent housing affordable to low and moderate income households that satisfies a portion of such additional obligation, if any.

4. The Court ORDERS Defendants to take the steps necessary to effectuate the Housing Element and Fair Share Plan set forth at pages 23 to 26 of the Final Report of the Special Master, which are attached as Exhibit A, and incorporated herein by reference. Except as otherwise specified in the Final Report of the Special Master, all actions required of the defendants, or any of

them, shall be taken within 45 days after the entry of this Judgment of Compliance.

- a) In implementation of its Housing Element and Fair Share Plan, Defendant Township of Cranford may elect to establish a locally administered and controlled Affordable Housing Trust Fund. If it is required to enter into an escrow agreement with the Council on Affordable Housing (COAH), it is ORDERED that, under any circumstances, the funds in the Affordable Housing Trust Fund shall be spent in Cranford for the benefit of its housing programs and shall not be available for appropriation by the State of New Jersey for any other purpose.
- b) Cranford Township may elect to reallocate credit for certain of the low and moderate income housing units provided for by its Housing Element and Fair Share Plan between its Prior Round and Third Round housing obligations: credit for 2 units in the Lehigh Acquisition project allocated in the Housing Element and Fair Share Plan to satisfaction of the Third Round housing obligation may be reallocated to satisfaction of the Second Round housing obligation; credit for 2 units in the CDA project allocated to the Second Round obligation may be reallocated to satisfaction of the Third Round housing obligation. This reallocation of credits shall not have any effect upon the site-specific builder's remedy granted to CDA.

- c) No later than 90 days after the entry of this Judgment of Compliance and every 90 days thereafter, the Special Master shall submit a report in writing to the Court and the parties as to the extent to which Defendants have taken the steps necessary to effectuate the Housing Element and Fair Share Plan set forth at pages 23 to 26 of the Final Report of the Special Master. She shall continue to submit such periodic reports until Defendants have taken all the steps necessary to effectuate the Housing Element and Fair Share Plan set forth at pages 23 to 26 of the Final Report of the Special Master.
 - d) If Defendants fail to take the steps necessary to effectuate the Housing Element and Fair Share Plan set forth at pages 23 to 26 of the Final Report of the Special Master, any interested party may, upon written notice to all the parties to this litigation, apply to the Court for further relief or, alternatively, the Court may upon notice to all the parties, entertain such an application sua sponte.
5. The Court ORDERS Lehigh and CDA, and their successors and assigns, to take the steps required of them at pages 23 to 26 of the Final Report of the Special Master to facilitate construction of the low and moderate income housing units in their projects.
6. Except insofar they are expressly modified or vacated by this order, all prior orders entered by the Court in this matter shall remain in force.

7. Elizabeth McKenzie shall continue to serve as Special Master until further order of the Court. She shall consult with the parties as required to facilitate the implementation of this order.

8. The reasonable fees and expenses of the Special Master shall continue to be solely the responsibility of the defendants and shall be paid on timely basis.

9. The Court ORDERS that, upon the entry of this Judgment, the Township of Cranford is entitled to a period of repose from further exclusionary zoning litigation, in accordance with the terms set forth in *Southern Burlington County NAACP v. Mt. Laurel Township*, 92 N.J. 158 (1983). The period during which defendants are deemed to be in compliance with their obligations under the New Jersey Constitution and the Fair Housing Act of 1985 and entitled to repose from further exclusionary zoning litigation shall both continue until December 31, 2018, subject to their continuing compliance with all the terms of this Final Judgment of Compliance.

10. When Cranford Township's Third Round (post-1999) fair share housing obligation is formally quantified by the COAH or a lawfully designated successor entity, Defendants shall amend Cranford Township's Housing Element and Fair Share Plan to address any unmet need resulting from the assignment of a Third Round housing obligation in excess of the five unit realistic development potential (RDP) provided for in its Housing Element and Fair Share Plan. No later than one calendar year after the COAH or a lawfully designated successor entity has taken formal action quantifying Cranford Township's Third Round (post-1999) fair share housing obligation, Defendants

shall apply to the COAH (or its successor entity) or the Court, as may be authorized by law, for approval of such amended Housing Element and Fair Share Plan and shall diligently prosecute that application.

11. The Court retains jurisdiction of this matter for the limited purpose of enforcing this Final Judgment of Compliance and other orders entered in this matter.

12. Except as otherwise provided by the orders of this Court, each party shall bear its own costs and expenses. In accordance with the Court's order of June 23, 2011, CDA is not entitled to award of attorney fees or litigation expenses.



Hon. Lisa F. Chrystal, JSC

EXHIBIT A

ELIZABETH C. MCKENZIE, P.P., P.A.
COMMUNITY PLANNING AND DEVELOPMENT
9 MAIN STREET
FLEMINGTON, NEW JERSEY 08822
TELEPHONE (908) 782-5564
TELEFAX (908) 782-4056
ecmcke@embarqmail.com

REPORT OF THE SPECIAL MASTER FINAL COMPLIANCE REPORT

in

Lehigh Acquisition Corp. v. Township of Cranford, et al., Docket No.:
UNN-L-0140-08, and Cranford Development Associates, LLC, et al. v.
Township of Cranford, et al., Docket No.: UNN-L-3759-08

Township of Cranford, Union County, New Jersey

Submitted to
The Honorable Lisa Chrystal, JSC

March 29, 2013

my recommendation that the Township be entitled to Repose as to both its prior round and third round fair share obligations through December 31, 2018.

1. All inclusionary developments in the Compliance Plan will have to be appropriately deed restricted and administered by the Township's Administrative Agent to ensure that they comply with UHAC Rules regarding administration, affirmative marketing and affordability controls and all other requirements of N.J.A.C. 5:97-6.4, pertaining to inclusionary developments. As well, the CDA development will have to comply with all provisions of the December 9, 2011, Order Granting Relief in Exclusionary Zoning Litigation and all conditions of site plan approval, and the Lehigh development will have to comply with all provisions of the January 28, 2011, Consent Judgment for Builder's Remedy, all conditions of the amended Redevelopment Plan for that site and all conditions of site plan approval.
2. The Township shall adopt its new Affordable Housing Ordinance within 45 days of the entry of a Final Judgment of Compliance and Repose.
3. The Township shall adopt its Affirmative Marketing Plan Resolution within 45 days of the entry of a Final Judgment of Compliance and Repose.
4. The Township shall perfect and adopt its draft Development Fee Ordinance within 45 days of the entry of a Final Judgment of Compliance and Repose. Should the Township elect the option of establishing an Affordable Housing Trust Fund, it shall enter into a three-way escrow agreement with COAH and the Bank. The Development Fee Ordinance (and the executed escrow agreement) shall be forwarded to COAH within seven (7) days of the adoption of the Development Fee Ordinance and/or the establishment of the Trust Fund, whichever occurs later, and no fees shall be collected until COAH has approved these documents.

5. The proposed Spending Plan shall be corrected and adopted by Resolution of the governing body within 45 days of the entry of a Final Judgment of Compliance and Repose. Similarly, the Township shall adopt the proposed Resolution of Intent to Fund any Shortfall in the moneys available for its affordable housing (rehabilitation) program, also within 45 days of the entry of a Final Judgment of Compliance and Repose. Approval of these documents by the Court is for the purpose of directing Cranford to submit them to COAH for review and approval, as COAH has exclusive authority to review and approve Spending Plans for the disposition of funds from an Affordable Housing Trust Fund. Submission of these documents to COAH shall occur simultaneously with the submission of the adopted Development Fee Ordinance and executed escrow agreement addressed in condition 4, herein.

6. The Ordinance to create the position of Municipal Housing Liaison and the Resolution appointing someone to fill the position of Municipal Housing Liaison, as well as the execution of a contract with a duly qualified Administrative Agent shall all occur within 45 days of the entry of a Final Judgment of Compliance and Repose. The costs of the Administrative Agent shall be paid by the owners of inclusionary developments or affordable units for all services rendered in connection with their particular developments or units.

7. The Township shall retain the services of a Rehabilitation Administrator and adopt a customized rehabilitation manual before the end of 2013 and shall continuously fulfill the funding commitments reflected in the approved Spending Plan and the Resolution of Intent to Fund any Shortfall. Additionally, Cranford shall regularly advertise the availability of its housing rehabilitation program. As a minimum, fliers advertising the availability of the program shall be included with the annual municipal tax bills. Nothing herein shall prevent the Township from entering into a shared

services agreement for the administration of the rehabilitation program, as long as the program complies fully with COAH's Rules.

8. Cranford shall have an adjusted third round fair share obligation (RDP) of five (5) units. In addition, Cranford shall be required to return to the Court or to COAH (or COAH's successor agency) within a year of the issuance of third round fair share numbers and present its proposals for addressing any Unmet Need obligation it may have based on the third round obligation assigned to it. The plan to address the Unmet Need, once the third round obligation has been quantified, may be reviewed and approved as an amendment or supplement to the Court-approved Housing Element and Fair Share Plan on which the Township's Final Judgment of Compliance and Repose is based.

9. In order for the remaining three units (not used to satisfy the prior round obligation) in the Riverfront Redevelopers, LLC, project to qualify for crediting against the third round RDP, the filed deed restriction shall reflect the following bedroom mix for all 19 affordable units: a maximum of three (3) one-bedroom units, a minimum of four (4) three-bedroom units and twelve (12) two-bedroom units. This will require two of the two-bedroom market units to be redesignated as affordable units and two of the one-bedroom affordable units to be redesignated as market units.

10. In order to claim credit for the affordable unit in the Needlepoint Homes development against the third round RDP, the Township must ensure that when the affordable unit is vacated by its current (non-qualified) occupant, it will be affirmatively marketed (for a period of 120 days), will be rented only to a qualified low income household at an affordable rent, and will be deed restricted as a low income unit for a period of at least 30 years from the time the unit is leased to a qualified low income household.

11. If the Township is able to obtain all of the necessary documentation for the two Community Access Unlimited special needs homes, it should be able to apply any credits available for these facilities against any portion of the third round obligation.
12. Within 60 days of the entry of the Final Judgment of Compliance and Repose, the Township shall provide COAH with copies of all materials and records of the Court proceedings needed for COAH to undertake annual monitoring of the implementation of the Housing Element and Fair Share Plan.

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

A Limited Liability Company

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November 20, 2018

VIA eCOURTS

Union County Superior Court Clerk
Central Intake Unit
Courthouse Annex – First Floor
2 North Broad Street
Elizabeth, NJ 07207

**Re: In the Matter of the Application of the Township of Cranford,
County of Union, Docket No. UNN-L-_____**

Dear Sir or Madam:

Enclosed herewith please find a copy of the Township of Cranford's Complaint for Declaratory relief, pursuant to the Mount Laurel Doctrine.

Please charge my firm's judiciary account for the applicable filing fee.

Very truly yours,

Michael J. Edwards

Michael J. Edwards

MJE/ln

Enclosures

cc: Honorable Karen M. Cassidy, J.S.C. (*via UPS overnight*)
Special Master Elizabeth C. McKenzie, P.P., A.I.C.P. (*via electronic mail & regular mail*)
Kevin D. Walsh, Esq. (*via electronic mail*)
Stephen M. Eisdorfer, Esq. (*via electronic mail*)
Ryan Cooper, Esq. (*via electronic mail*)

Civil Case Information Statement

Case Details: UNION | Civil Part Docket# L-003976-18

Case Caption: TOWNSHIP OF CRANFORD VS

TOWNSHIP OF CRANFORD

Case Initiation Date: 11/20/2018

Attorney Name: JEFFREY R SURENIAN

Firm Name: JEFFREY R. SURENIAN & ASSOCIATES, LLC

Address: 707 UNION AVENUE SUITE 301

BRIELLE NJ 087300000

Phone:

Name of Party: PETITIONER : Township of Cranford

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: MT. LAUREL

Document Type: Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

11/20/2018

Dated

/s/ JEFFREY R SURENIAN

Signed