

CINNAMINSON TOWNSHIP  
BURLINGTON COUNTY, NEW JERSEY

THIRD ROUND  
HOUSING ELEMENT  
and  
FAIR SHARE PLAN

November 2020

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The original of this document has been signed and sealed pursuant to N.J.A.C. 13:41-1.3

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## I. INTRODUCTION

This Housing Plan Element has been prepared in accordance with the Municipal Land Use Law, specifically N.J.S.A. 40:55D-28b(3), to address Cinnaminson Township's cumulative housing obligation for the period commencing in 1987 and extending to June 30, 2025. This Plan has also been prepared pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-310 et seq.) which outlines the mandatory requirements for a Housing Plan Element, including an inventory and projection of the municipal housing stock; an analysis of the demographic characteristics of the Township's residents and a discussion of municipal employment characteristics. As required by the New Jersey Fair Housing Act, municipalities that choose to enact and enforce a zoning ordinance are obligated to prepare a Housing Element as part of the community's Master Plan.

The Township of Cinnaminson was previously sued by two builder plaintiffs in 1996, at which time the Township's affordable housing was overseen by the Superior Court. In 2001, the Township submitted a Housing Element and Fair Share Plan to the Court which was approved as part of the Final Judgment of Compliance and Repose.

The Council on Affordable Housing (COAH) adopted third round rules in 2004 (N.J.A.C. 5:94 Procedural and N.J.A.C. 5:95 Substantive) that were subsequently invalidated by the Appellate Division on January 25, 2007. COAH then adopted modified rules in June 2008 (N.J.A.C. 5:96 Procedural and N.J.A.C. 5:97 Substantive) which, in turn, were followed by additional legal challenges. In a decision issued on October 8, 2010, the Appellate Division invalidated a number of provisions in N.J.A.C. 5:97 including its central component, the "growth share" methodology; a decision later upheld by the New Jersey Supreme Court on September 26, 2013.

COAH again drafted revised third round rules (N.J.A.C. 5:98 Procedural and N.J.A.C. 5:99 Substantive) which were to apply to a period commencing on November 17, 2014. However, COAH deadlocked on a vote to officially adopt the rules at its October 20, 2014 meeting, which resulted in the March 10, 2015 Mt. Laurel IV decision by the N.J. Supreme Court [In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing 221 N.J. 1 (2015)]. Finding COAH unable to perform the duties assigned it under the law and regulation, the Supreme Court removed COAH from the process, placing jurisdiction back with the courts.

This HPE/FSP sets forth the manner in which Cinnaminson Township will address its third-round affordable housing obligations that have been agreed to in a Settlement Agreement between Cinnaminson Township and FSHC dated August 16, 2018 (Appendix A) which was approved by Superior Court Judge Ronald E. Bookbinder, A.J.S.C. at a fairness hearing on October 16, 2018. Additionally, the provisions of the proposed Amendment to the August 16, 2018 Settlement Agreement (Appendix B) have also been included in this HPEFSP. The Cinnaminson Township Governing Body will consider the amended FSHC settlement on November 16, 2020 after which the Amendment will be the subject of a fairness hearing before Superior Court Judge Jeanne T. Covert, A.J.S.C.

This third round Housing Element and Fair Share Plan for Cinnaminson Township utilizes the Court-approved affordable housing obligation that resulted from settlement of lawsuits between Cinnaminson Township and Fair Share Housing Center (FSHC). The Township’s affordable housing obligation per the settlement is as follows:

Prior Round (1987-1999)	331
Third Round Prospective Need (1999-2025)	315
Present Need (Rehabilitation)	30

## **II. HOUSING ELEMENT**

The Municipal Land Use Law, at N.J.S.A. 40:55D-28(d)3 requires a housing plan element to be prepared “...pursuant to section 10 of P.L. 1985, c. 222 (C.52:27D-310), [New Jersey Fair Housing Act] including, but not limited to, residential standards and proposals for the construction and improvement of housing”

This first part of this HE/FSP will address the Township’s housing stock and demographic characteristics. This is followed by the Fair Share Plan which addresses Cinnaminson Township’s affordable housing obligation.

### **A. INVENTORY OF MUNICIPAL HOUSING UNITS**

The primary sources of information for the inventory of the Township’s housing stock are the 2010 U.S. Census Summary File 2 and the 2013-2017 American Community Survey 5-Year Estimates (herein ACS).

It is important to recognize the data limitations when interpreting the two different types of tables in this document. The 2010 SF2 data are specifically for the period around April 2010 and is based on a 100% of the respondent information which provides the most accurate census data analysis. Limitations include a) a narrow scope confining to basic demographic and housing information, b) no coverage on economic information, and c) out of date (seven years old) data.

The 2015 ACS data, which represents estimates from a 2013 to 2017 pooled sample, and the 2010 SF3 data (April 2010 sample) provide a wider coverage. However, one should not relate the 2013-2017 ACS figures to a single 2017 figure, because the sample estimates are from data collected throughout a five-year period.

Table 1 identifies the units in a structure by tenure; as used throughout this Plan Element, “tenure” refers to whether a unit is owner-occupied or renter-occupied. The ACS recorded 6,097 housing units in the Township, of which 5,664 (93%) were occupied. Cinnaminson’s housing supply grew by roughly 950 units since 2000. The Township’s housing stock consists primarily of one-family, detached dwellings (83%) and 7.5% of housing units are single-family attached dwellings. The Township has a very low percentage of renter-occupied units (11%) compared to the County (22%) and State (34.6%).

**TABLE 1: Units in Structure by Tenure for Occupied Units, 2013-2017**

Units in Structure	Occupied Units		
	Total (%)	Owner (%)	Renter (%)
1, detached	83.4	79.4	4.1
1, attached	7.5	6.4	1.0
2	0.5	0.1	0.4
3 or 4	0.8	0.4	0.4
5 to 9	2.9	1.9	1.0
10 to 19	2.3	0.4	1.9
20 to 49	2.1	0.0	2.1
50 or more	0.4	0.3	0.1

Source: 2013-2017 American Community Survey 5-Year Estimates, B25032.

Table 2 indicates the year housing units were built by tenure, and Table 3 compares the Township to Burlington County and the State. The majority of housing units in Cinnaminson were built between 1950 and 1970 (53%). Most rental occupied units were built after 2000 (57%) with the majority of owner occupied units being built between 1950 and 1970 (59%).

**TABLE 2: Year Structure Built by Tenure for Occupied Units, 2013-2017**

Year Built	Total Units	% of Total	Occupied Units	
			Owner	Renter
2010 or later	389	6.4	198	163
2000 - 2009	612	10	340	194
1990 - 1999	437	7.1	405	7
1980 - 1989	212	3.5	194	18
1970 -1979	550	9	498	31
1960 - 1969	2,049	33.6	1,927	49
1950 - 1959	1,180	19.4	996	103
1940 - 1949	242	4	144	9
Pre-1940	426	7	339	49
<b>Total</b>	<b>6,097</b>	100	<b>5,041</b>	<b>623</b>

Source: 2013-2017 American Community Survey 5-Year Estimates, B25036.

\*due to rounding

Table 3 compares the year of construction for all dwelling units in the Township to Burlington County and the State.

The most striking comparison in the table is that of the percentage of units constructed between 1960 and 1970. The Township had a much higher percentage of units constructed during these years (at 34%) compared to the County (15%) and the State (14%). It also had a somewhat higher percentage of units constructed between 1950 and 1960 (19.0% as compared to 13% for Burlington County and 15% for the State).

The Township has a newer overall housing stock than both the County and the State, and the percentage of units constructed prior to 1940 were lower than both the County and the State.

**TABLE 3: Comparison of Year of Construction for Occupied Units in Township, County, and State, 2013-2017**

Year Built	%		
	Cinnaminson Township	Burlington County	New Jersey
2010 or later	6	2	2
2000 – 2009	10	11	9
1990 – 1999	7	15	10
1980 – 1989	3	15	12
1970 – 1979	9	17	13
1960 – 1969	34	15	14
1950 – 1959	19	13	15
1940 – 1949	4	3	8
Pre-1940	7	11	18

Source: 2013-2017 American Community Survey 5-Year Estimates, B25036

Table 4 documents household size in occupied housing units by tenure, and Table 5 documents the number of bedrooms per unit by tenure. Table 4 shows that a greater percentage of renter-occupied units house smaller households (76% have two persons or fewer) as compared to owner-occupied units (54% have two persons or fewer).

**TABLE 4: Household Size in Occupied Housing Units by Tenure, 2013-2017**

Household Size	Total Units	Owner-occupied Units	Renter-occupied Units
1 person	1,060	914	146
2 persons	1,781	1,532	249
3 persons	1,189	1,077	112
4 persons	929	842	87
5 persons	458	434	24
6 persons	181	176	5
7+ persons	66	66	0
<b>Total</b>	<b>5,664</b>	<b>5,041</b>	<b>623</b>

Source: 2013-2017 American Community Survey 5-Year Estimates, B25009

Most of Cinnaminson Township’s housing has 3 bedrooms or more (79%), with owner-occupied units generally larger than rentals. Table 5 demonstrates that most of renter-occupied units had 0-2 bedrooms (64%) compared with 36% rentals with 3 or more bedrooms.

**TABLE 5: Number of Bedrooms per Unit by Tenure for Occupied Units, 2013-2017**

Number of Bedrooms	Total Occupied Units	(%) of Total Units	Occupied Units	
			Owner	Renter
No bedroom	21	.4	0	21
1 bedroom	124	2.2	23	101
2 bedrooms	755	13.3	476	279
3 bedrooms	2,156	38.1	2,080	76
4 bedrooms	2,304	40.7	2,181	123
5+ bedrooms	304	5.4	281	23

Source: 2013-2017 American Community Survey 5-Year Estimates, B25042.

Table 6 compares the Township’s average household size for all occupied units, owner-occupied units and renter-occupied units to Burlington County and the State. The Township’s average household size for renter-occupied units is lower than those of the County and State, while the average household size for owner-occupied units is higher than that of Burlington County the State.

**TABLE 6: Average Household Size for Occupied Units for Township, County, and State, 2010**

Jurisdiction	All Occupied Units	Owner-occupied units	Renter-occupied units
Cinnaminson Township	2.79	2.81	2.54
Burlington County	2.62	2.72	2.26
New Jersey	2.68	2.79	2.47

Source: 2010 U.S. Census, SF-2,, HCT5 for Township, County, and State.

As seen in Table 7, the Township had a significantly higher percentage of four or more bedroom units (46%) than either the County (33.5%) or the State (25.4%). The Township also had a lower percentage of units with one or fewer bedrooms (2.6%) than the County (9.7%) and the State (16.1%).

**TABLE 7: Percentage of Occupied Units by Number of Bedrooms, 2009-2013**

Jurisdiction	None	One	Two or Three	Four or More
Cinnaminson Township	.4	2.2	51.4	46
Burlington County	.7	9	56.8	33.5
New Jersey	2.3	13.8	58.6	25.4

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, S2504.

The ACS also includes indicators of the condition of the housing stock. These indicators are used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. In the first two rounds of COAH's fair share allocations (1987-1999), COAH used seven indicators to calculate indigenous need: age of dwelling; plumbing facilities; kitchen facilities; persons per room; heating fuel; sewer; and water. In the proposed Round Three rules, COAH reduced this to three indicators, including the age of the unit (Pre-1940 units in Table 2) and whether there are complete kitchen and plumbing facilities. The Supreme Court upheld this approach in March 2015. ACS defines these features as follows:

**Plumbing Facilities** – Complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the dwelling unit.

**Kitchen Facilities** – Complete kitchen facilities include a sink with piped water, a range or cook top and oven, and a refrigerator. All three facilities must be located inside the dwelling unit.

Table 8 compares the Township, County and State for the above indicators of housing quality. The Township has almost no units with incomplete plumbing or kitchen facilities.

**TABLE 8: Housing Quality Indicators for Township, County, and State  
2013-2017**

Condition	-----%-----		
	Cinnaminson Township	Burlington County	New Jersey
Complete plumbing facilities	99.8	99.8	99.7
Complete kitchen facilities	99.9	99.7	99.3

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, S2504.

The complexion of the municipal housing stock is also gleaned from housing values and gross rents for residential units. The ACS summary of housing values presented in Table 9 indicates that the majority of owner-occupied units (76%) are valued between \$200,000 and \$499,999. The median residential housing value in the 2013-2017 ACS was \$267,500.

**TABLE 9: Value of Owner-Occupied Residential Units, 2011-2015**

Value	Number of Units	%
\$0 – 50,000	144	2.9
\$50,000 – 99,999	22	.4
\$100,000 – 149,999	285	5.7
\$150,000 – 199,999	570	11.3

\$200,000 – 299,999	2429	48.2
\$300,000 – 499,999	1411	28
\$500,000 – 999,999	176	3.5
\$1,000,000 +	0	0

Note: Median Value \$267,500. 2013-2017 American Community Survey 5-Year Estimates, B25077.

Source: 2013-2017 American Community Survey 5-Year Estimates, B25075.

Table 10 indicates that in 2013-2017, nearly 60% of leased housing units rented for \$1,000 per month or more, and 53% of the units rented for \$1500 per month or more. No units rented for under \$750 per month. The median gross rent has risen by almost 86% from 2000 to 2011-2015.

**TABLE 10: Gross Monthly Rents for Renter-Occupied Housing Units, 2013-2017**

Monthly Rent	Number of Units	%
Under \$200	0	0
\$200 – 299	0	0
\$300 – 499	0	0
\$500 – 749	13	2.1
\$750 – 999	35	5.6
\$1,000 – 1,499	232	37.2
\$1,500 or more	317	50.9
No rent paid	26	4.2

Note: Median gross rent for Cinnaminson Township is \$1,543/month, as compared to \$7603/month in 2000.

Source: 2013-2017 American Community Survey 5-Year Estimates, B25063.

As seen on Table 11, 35% of renter households earned less than \$50,000 per year, and all of these households were paying more than 35% of their income for rent. At the other end of the spectrum, 30% of households earned more than \$100,000 per year, and all of these households were paying less than 29.9% of their income for rent, with 74% of them paying less than 19.99% of their income for rent. A figure of 30% is considered the limit of affordability for rental housing costs.

**TABLE 11: Household Income by Gross Rent as a Percentage of Household Income, 2013-2017**

Income	Number of Households	Percentage of Household Income					
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed
< \$10,000	20	0	0	0	0	15	5
\$10,000 - 19,999	80	0	0	0	0	80	0

\$20,000 - 34,999	65	0	0	0	0	65	0
\$35,000 - 49,999	56	0	7	0	14	21	14
\$50,000 - 74,999	120	0	22	41	22	35	0
\$75,000 - 99,999	96	22	34	9	14	10	7
\$100,000 or more	186	137	32	17	0	0	0

Source: 2013-2017 American Community Survey 5-Year Estimates, B25074.

## B. ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

As with the inventory of the municipal housing stock, the primary sources of information for the analysis of the demographic characteristics of the Township's residents are the 2010 U.S. Census and the 2013-2017 American Community Survey (ACS). These two sources provide a wealth of information concerning the characteristics of the Township's population in 2010.

The 2010 Census indicates that the Township had 15,569 residents, or 974 more residents than the 14,595 residents in 2000, representing a population increase of approximately 6.7%. The Township's 6.7% increase in the 2000's compares to a 6% increase in Burlington County and a 4% increase in New Jersey.

Over 60% of Township residents were over 35 in 2010 when the Township had relatively few millennials. The age distribution of the Township's residents is shown in Table 12, broken down by gender. Males outnumbered females in the youngest age groups (0-34) and in the 55-64 age group. Females predominated in all other age groups.

**TABLE 12: Population by Age and Sex, 2010**

Age	Total Persons (%)	Male (%)	Female (%)
0-4	4.7	4.9	4.5
5 – 19	20.3	21.3	19.2
20 – 34	13.8	14.6	13
35 – 54	30.4	29.8	30.9
55 – 64	12.7	13	12.4
65 +	18.3	16.4	20

Source: 2010 U.S. Census, SF 2, PCT3/PCT5.

As seen in Table 13, the Township had a much lower percentage of its population in the 20-34 category (13.8%) than both the County (17.4%) and the State (18.8%). The Township also had a higher percentage in the 55+ age categories. Consequently, the

median age for Cinnaminson Township was 44.5 as compared to 40.4 for the County and 39.0 for the State

**TABLE 13: Comparison of Age Distribution for Township, County, and State  
(% of persons), 2010**

Age	Cinnaminson Township	Burlington County	New Jersey
0-4	4.7	5.8	6.2
5 – 19	20.3	19.9	19.9
20 – 34	13.8	17.4	18.8
35 – 54	30.4	30.7	29.8
55 – 64	12.7	12.4	11.9
65 +	18.3	13.8	13.5
<b>Median</b>	<b>44.5</b>	<b>40.4</b>	<b>39</b>

Source: 2010 U.S. Census, SF 2 for Township, County and State, PCT3/PCT5.

Table 14 provides the 2010 Census data on household size for the Township, while Table 15 compares household sizes in the Township to those in Burlington County and the State. The Township had fewer 1-person households and more 3- to 5-person households than the County and the State. The average number of persons per household was 2.79.

**TABLE 14: Persons in Household, 2010**

Household Size	Number of Households
1 person	998
2 persons	1,830
3 persons	1,030
4 persons	1,012
5 persons	450
6 persons	155
7 or more persons	60
<b>Total Households</b>	<b>5,535</b>

Source: 2010 U.S. Census, SF 2, PCT20/HCT6.

**TABLE 15: Comparison of Persons in Household for Township, County, and State  
(% of households)**

Household Size	Cinnaminson Township	Burlington County	State
1 person	18	24	25
2 persons	33	32	30
3 persons	19	17	17
4 persons	18	16	16
5 persons	8	7	7

6 persons	3	2	3
7 or more persons	1	1	2
<b>Persons per household</b>	<b>2.79</b>	<b>2.62</b>	<b>2.68</b>

Source: 2010 U.S. Census, SF 2 for Township, County and State, PCT20/HCT6.

Table 16 presents a detailed breakdown of the Township’s population by household type and relationship. There were 4,928 family households in the Township (78.4% of total households) and 1,354 non-family households (householder living alone or with non-relative). The percentage of family households dropped slightly from 2000 to 2010, as 80% of households were family households in 2000.

In terms of the proportion of family and non-family households, the Township had more family households than the County and the State (90% for the Township, 84% for the County, and 84% for the State) in 2010.

**TABLE 16: Persons by Household Type and Relationship, 2010**

	<b>Total</b>
<b>In family Households:</b>	<b>14,046</b>
Householder	4,352
<i>Spouse</i>	3,662
Child	4,950
Other relatives	891
Nonrelatives	191
<b>In Non-Family Households:</b>	<b>1,394</b>
Male householder:	476
Living alone	380
Not living alone	96
Female householder:	707
Living alone	618
Not living alone	89
atives living with householder	211
<b>In group quarters:</b>	<b>129</b>
Institutionalized:	108
Non-institutionalized	21

Source: 2010 U.S. Census, SF 2, PCT22/PCT 28 and PCT38/39.

Cinnaminson has more wealth and less poverty than Burlington County and New Jersey. Table 17 provides 2013-2017 income data for the Township, County and State. The Township’s per capita and median household and median family incomes were significantly higher than those for the County and State. The definitions used for households and families in Table 17 are similar to those identified in the description for Table 16, so that the household figure in Table 17 includes families.

**TABLE 17: 2011-2015 Income for Township, County, and State**

Jurisdiction	Per Capita	Median Income (\$)
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	<b>Income (\$)</b>	<b>Households</b>	<b>Families</b>
Cinnaminson Township	41,355	54,000	112,782
Burlington County	39,528	47,163	99,356
New Jersey	39,069	41,692	94,337

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, DP03 and S1901.

Table 18 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 2009-2013. The determination of poverty status and the associated income levels is based on the 2013 cost of an economy food plan and ranged from an annual income of \$11,770 for a one-person family to \$40,898 for an eight-person family (three-person family is \$20,090). Many federal programs, including food stamps, use the economy food plan as the determining guideline. According to the data in Table 18, the Township has a lower proportion of persons and families qualifying for poverty status than the County or State.

Since 2000, the percentage of persons and families in poverty status increased across the board, the Township's increase for families in poverty was less dramatic than the increases seen in the County and State. Table 18 also compares poverty status from the 2000 Census to poverty status from the 2013-2017 ACS for the Township, County and State.

**TABLE 18: Comparison of Poverty Status for Persons and Families for Township, County, and State, 1999 to 2013-2017**  
 (% with 1999 or 2011-2015 income below poverty)

Jurisdiction	Persons (%)		Families (%)	
	1999	2013-2017	1999	2013-2017
Cinnaminson Township	2.4	5.8	1.4	4.3
Burlington County	4.7	6.4	3.2	4.4
New Jersey	8.5	10.7	6.3	7.9

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, DP03; 2000 U.S. Census, SF-3 for Township, County and State, DP-3

A variety of interesting insights into an area's population can be gathered from the ACS, which includes a vast array of additional demographic data. For example, Table 19 provides a comparison of the percent of persons who moved into their current homes prior to 2000; this is a surrogate measure of the mobility/stability of a population. These data indicate that the percentage of current Township residents residing in the same house in 2013-2017 as in 2000 exceeds that of the County and State.

**TABLE 19: Resided in Current Dwelling prior to 2000 for Township, County and State, 2013-2017**

Jurisdiction	Percent living in dwelling prior to 2000
Cinnaminson Township	44.5
Burlington County	36.3

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, DP04.

Cinnaminson's population is comparatively quite well educated, as seen on Table 20. The percentage of residents with a high school diploma or higher exceeds that of the County and State, the percentage with a bachelor's degree or higher far exceeds that of the County and the State.

**TABLE 20: Educational Attainment for Township, County and State Residents, 2013-2017**  
(Persons 25 years and over)

Jurisdiction	Percent (%) high school graduates or higher	Percent (%) with bachelor's degree or higher
Cinnaminson Township	95.5	40.6
Burlington County	93.4	36.8
New Jersey	89.2	38.1

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, S1501.

The ACS also provides data on the means of transportation which people use to reach their place of work. Table 21 compares the data for the Township, County, and State relative to driving alone, carpooling, using public transit, and using other means of transportation. A lack of public transit here virtually assures that a relatively high percentage of workers will drive alone, and a relatively low percentage of workers who carpool or use transit. Of the 6% using other means, 4.3% work from home and 1% walk to work.

**TABLE 21: Means of Transportation to Work for Township, County and State Residents, 2013-2017**  
(Workers 16 years old and over)

Jurisdiction	Percent who drive alone	Percent in carpools	Percent using public transit	Percent using other means
Cinnaminson Township	82.9	7.6	3.5	6
Burlington County	82.7	9.2	2.9	5.1
New Jersey	73	10.6	9.6	6.7

Source: 2013-2017 American Community Survey 5-Year Estimates for Township, County and State, DP03.

### C. SUMMARY OF EMPLOYMENT DATA

The ACS provides detailed information on a municipality's resident population regarding their means of employment. Nearly 2/3 of Cinnaminson Township residents are in management, business, science and arts occupations. Employment characteristics are described in two ways: first, by occupation, which is the type of work the employee performs; and second, by industry, or the type of business in which the employee works. Table 22 provides data for these two characteristics.

**TABLE 22: Selected Employment Characteristics of Resident Population,  
2013-2017**

<b>Employed civilian population 16 years and over</b>	<b>Total</b>	<b>%</b>
<b>OCCUPATION</b>		
Management, business, science, and arts occupations	2,791	39.1
Service occupations	652	9.1
Sales and office occupations	2,426	34
Farming, Fishing, Forestry	4	.1
Construction, extraction, and maintenance occupations	521	7.3
Production, transportation, and material moving occupations	736	10.3
<b>INDUSTRY</b>		
Agriculture, forestry, fishing and hunting, and mining	19	.3
Construction	404	5.7
Manufacturing	898	12.6
Wholesale trade	379	5.3
Retail trade	949	13.3
Transportation and warehousing, and utilities	352	4.9
Information	213	3
Finance and insurance, and real estate and rental and leasing	525	7.4
Professional, scientific, and management, and administrative and waste management services	871	12.3
Educational services, and health care and social assistance	1506	21.1
Arts, entertainment, and recreation, and accommodation and food services	393	5.5
Other services, except public administration	326	4.6
Public administration	287	4

*Source: 2013-2017 American Community Survey 5-Year Estimates, DP03.*

Table 23 identifies the types of industries that are found within the municipality. Unfortunately, for Cinnaminson Township, data from the New Jersey Department of Labor and Workforce Development is incomplete and does not provide an accurate picture of the distribution of employment opportunities between industries.

**TABLE 23: Employment and Wages by Industry, Cinnaminson Township, 2017**

	Average Annual Units	Average Annual Employment	Average Annual Wages
Agriculture	0	0	0
Construction	63	596	\$75,944
Manufacturing	37	932	\$67,546
Wholesale Trade	46	532	\$58,381
Retail Trade	49	1,180	\$31,427
Transp/Warehousing	17	343	\$51,676
Information	(1.)	(1.)	(1.)
Finance/Insurance	28	217	\$73,626
Real Estate	10	42	\$67,757
Professional/Technical	(1.)	(1.)	(1.)
Management	(1.)	(1.)	(1.)
Admin/Waste Remediation	42	425	\$35,773
Education	(1.)	(1.)	(1.)
Health/Social	48	655	\$67,393
Arts/Entertainment	(1.)	(1.)	(1.)
Accommodations/Food	47	877	\$16,501
Other Services	42	282	\$28,492
Unclassifieds	12	13	\$49,694
<b>PRIVATE SECTOR TOTALS</b>	<b>500</b>	<b>7,050</b>	<b>\$48,723</b>
<b>FEDERAL GOVERNMENT TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LOCAL GOVERNMENT TOTAL</b>	<b>1</b>	<b>624</b>	<b>58027</b>
<b>STATE GOVERNMENT TOTAL</b>	<b>0</b>	<b>0</b>	

Source: N.J. Department of Labor and Workforce Development, Office of Research and Information, Quarterly Census of Employment and Wages, Annual Municipal Data by Sector, 2017 Fourth Quarter.

1. = Data do not meet publication standards

### III. FAIR SHARE PLAN

#### A. SUMMARY OF FAIR SHARE PLAN

A Fair Share Plan is defined as a “...*plan or proposal, which is in a form that may readily be converted into an ordinance, by which a municipality proposed to satisfy its obligation to create a realistic opportunity to meet its fair share of low and moderate income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low and moderate income housing...*”<sup>1</sup>

This Fair Share Plan utilizes the Court-approved affordable housing obligations for Cinnaminson Township which are as follows:

Prior Round (1987-1999)	331
Third Round Prospective Need (1999-2025)	315
Present Need (Rehabilitation)	30

#### B. UNITS AND CREDITS ADDRESSING THE PRIOR ROUND

Table 24 indicates the sources of units and credits applied against the 331-unit prior round as it was presented to and approved by the Court.

**Table 24: Affordable Units and Bonus Credits Applied to Prior Rounds (1987-1999)**

Sources of Units/Credits	Units	Bonus	Total
K-Land (Cresmont) Family Rentals	136	83	219
Supportive and Special Needs			
Cinnaminson Group Home (Kelsch Associates) 3 S. Forklanding Road, Block 2001, Lot 6.01	4		4
Quality Management Associates 60 Sussex Drive, Block 2404, Lot 28	4		4
The Arc of Burlington County 2421 Chestnut Hill Drive, Block 2811, Lot 8	4		4
Ally Group Home, 1414 Riverton Road, Block 1004, Lot 44.02	4		4
Regional Contribution Agreement with Pemberton Township	72		72
SC Holdings Family (Block 702, Lot 2)	20		20
Habitat for Humanity	4		4
<b>Total</b>	<b>248</b>	<b>83</b>	<b>331</b>

<sup>1</sup> N.J.A.C. 5:93-1.3

Cinnaminson Township delivered a total of 248 units during this period and qualified for a total of 331 affordable housing credits after application of the 83-unit rental bonus credits.

SC Holdings Family (Block 702, Lot 2)/ IR Zone (Inclusionary Residential District):

This District, which includes 16.42 acres, permits multifamily housing (townhomes, multiplex and garden apartments) at a density of 15 units per gross acre for sale units and 17.5 units per gross acre for rental units. There is no commitment from a developer at this time.

**C. PRESENT NEED**

The Township has a present need (rehabilitation) obligation of 30 units. The Township will partner with the Burlington County CDBG program to address this obligation. Whether through a standard rehabilitation program, or a rental rehabilitation program, the Township will satisfy the total 30-unit present need obligation. In order to promote this program, the Township shall market the program on its website, in its tax billings and other annual mailings. In addition to these marketing efforts, the Township shall place advertisements of the program in the official newspaper on a semi-annual basis.

The Township shall also fund a 4-unit rental rehabilitation program by partnering with Burlington County CDBG. The Township will fund the rehabilitation of each unit when the Burlington County CDBG determines that a housing unit and its owner have qualified for the program.

**D. UNITS AND CREDITS ADDRESSING THIRD ROUND UNMET NEED**

Vacant Land Adjustment

The settlement agreement with FSHC dated August 6, 2018 acknowledges that the Township is entitled to a vacant land adjustment. The settlement concludes that the RDP for Cinnaminson Township is 0.

Third Round Credits

As shown in Table 25, Cinnaminson Township will address 114 units of its third round obligation with a combination of supportive and special needs housing, non-profit for-sale units, and age restricted units.

**Table 25: Affordable Units Applied to Third Round Obligation**

Sources of Units/Credits	Units
Habitat for Humanity (Existing For-Sale <sup>2</sup> )	1
Supportive and Special Needs Housing	41
MEND/Conifer Realty - Age-Restricted Units at 1410 Riverton Road (Block 1004, Lot 45)	54
Habitat for Humanity (Proposed For-Sale)	4 to 6**
Market to Affordable (For-Sale/Rental)	12 to 14**
<b>Total</b>	<b>114</b>

\*\*These units shall equal no fewer than 18.

#### Supportive and Special Needs Housing

The Township provides several supportive and special needs housing opportunities. As part of the Third Round crediting, the Township will apply 41 of these units to its third round credits as outlined in Table 26.

#### Market-to-Affordable Housing

In accordance with N.J.A.C. 5:93-5.11, the Township shall implement a market-to-affordable program to convert 12 to 14 existing rental or owner-occupied units into deed-restricted affordable units for low- and moderate-income families. The converted units shall consist of at least 50% low-income units.

The Township will utilize Affordable Housing Trust funds to subsidize the creation of the units and ensure the units are brought into code compliance, as necessary. The Township has set aside \$330,000.00 for the program, averaging approximately \$27,500.00 per unit (\$25,000 subsidy for a moderate-income units and \$30,000 subsidy for a low-income unit). The Township has designated Triad Associates to administer the program and has developed a manual to administer the program.

The Township agrees to provide 5 units on or before July 1, 2022, and an additional 7 units on or before July 1, 2024. In the event the Township has not met the July 1, 2022 deadline for 5 units, it agrees to identify in writing to FSHC, the Court, and Court Master, the alternative compliance mechanisms for the remainder of the 12 to 14 units three months of the July 1, 2022 date.

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<sup>2</sup> Block 303, Lot 4.01, Block 303, Lot 4.02, Block 303, Lot 10.01, Block 303, Lot 10.02 and Block 501, Lot 8.

Habitat for Humanity

Habitat for Humanity (\*4 units applied to prior round)

The Township and Habitat for Humanity have partnered successfully five times in the past to construct affordable housing units, resulting in the construction of five affordable units at the following locations: Block 303, Lot 4.01, Block 303, Lot 4.02, Block 303, Lot 10.01, Block 303, Lot 10.02 and Block 501, Lot 8.

The Township will continue to support Habitat in its endeavors to provide affordable housing in the Township. To that end, Cinnaminson owns and will donate a vacant lot at Block 423, Lot 13 at 816 South Bellview Avenue to Habitat. Habitat will build 2 side-by-side duplexes for a total of four affordable units on Lot 13. Cinnaminson passed a Resolution to pursue a tax sale foreclosure on the adjoining vacant lot - Block 423, Lot 14 at 810 South Bellview Avenue. If Cinnaminson is able to acquire Lot 14 via tax sale foreclosure, Habitat will build 1 side-by-side duplex totaling 2 affordable units.

Due to delays associated with COVID-19, it is unclear at this time when construction shall commence. However, the Township shall ensure that all of the units are built and occupied prior to June 30, 2025. If construction has not begun by July 1, 2022, the Township shall write to FSHC, the Court, and Court Master to inform them of the status of the project and whether alternative compliance mechanisms shall need to be identified.

Market-to-affordable and Habitat for Humanity units combined shall equal no fewer than 18 units.

**Table 26: Supportive and Special Needs Housing**

#	Name	Block	Lot	Street Address	Age Restricted	Bedrooms
1	Chestnut	2308	1	2180 Chestnut Place	---	4
2	Quality Management Associates	1212	7	1015 Washington Avenue	---	4
3	Oaks Integrated Care	2802	22	2102 New Albany Road	---	3
4	Oaks Integrated Care	1109	4	1006 Riverton Road	---	3
5	Oaks Integrated Care	601	17	610 Pear Street		2
6	Bancroft Homes Fb Residential Holdings	3011	1	2900 New Albany Road	---	4
7	Bancroft Homes Scioto Properties	1109	10	1103 Thomas Road	---	4
8	Bancroft Homes Fb Residential Holdings	2402	7	109 Wayne Drive	---	4

9	Bancroft Homes Fb Residential Holdings	3205	12	2810 Hunterdon Drive	---	4
10	NHS Human Services	423	12	820 Belleview Avenue	---	3
11	ALLY Inc.	2403	10	2317 Laurel Drive	Yes	6
	<b>Total</b>					<b>41</b>

MEND/Conifer Realty - Age-Restricted Units at 1410 Riverton Road (Block 1004, Lot 45)

Moorestown Ecumenical Neighborhood Development MEND, Inc. and Conifer Realty LLC, have partnered to deliver 54 mostly one-bedroom senior units for low- and moderate-income senior citizens and adults with special needs. This 3-story building has been constructed on a formerly Township-owned 2.7-acre parcel. The NJ Housing and Mortgage Finance Agency provided 9 percent Federal Low Income Housing Tax Credits, which are expected to generate \$9.9 million in private equity toward this 12.9 M project. Other funding includes \$440,000 in Burlington County HOME Funds, a \$505,000 mortgage from Cinnaminson Township and a \$1.2 million mortgage loan from the Community Development Trust.

Inclusionary Overlay Zoning

Much of the Township's unmet need for affordable housing units will be provided through inclusionary overlay zoning (Appendix C) and include a Light Rail Line Overlay, the Haines to Pep Boys Overlay Zone, and a Township-wide set-aside ordinance.

IR-3 Overlay Zone

The Settlement Agreement includes the IR-3 Light Rail Line Overlay Zone which is located east of Bannard Street from Pear Avenue to South Belleview Avenue and includes the following Blocks and Lots:

- Block 421, Lot 1
- Block 426, Lots 1.01, 1.02 and 1.03
- Block 504, Lot 1
- Block 505, Lots 2 and 3
- Block 506, Lots 2, 3, 4.01, 4.02, 5, 6.01, and 6.02
- Block 507, Lots 1, 5.01, and 5.02
- Block 508, Lots 1.01, 1.02, 3, 4, 6, 7, and 8

The proposed transit village area zoning, which includes 43 acres not counting rights of way, consists of a series of outdated and/or underutilized industrial uses sandwiched between single-family residential neighborhoods. These industrial uses are generally low employment generators and are of an older vintage (except the mini-storage). Local

officials recognize the potential for repurposing this area as an inclusionary mixed use neighborhood.

The lands around Snowden and Pleasant north of the tracks are part of the Cinnaminson Harbor development and are not developable. However, the area below Bannard Street to the south of the railroad has the potential to function as a transit village. With only a handful of owners involved, the assemblage of outdated industrial uses should yield a productive landscape for mixed use development with opportunities for significant affordable housing.

At 20 units/acre, this area could yield over 800 housing units, including potentially 150 or more affordable units (at a 20% set aside). If rental units are proposed with a 15% set aside, over 100 affordable units could be produced, not including any associated rental bonuses.

As noted above, the transit village is situated on industrially zoned lands in a residential area. This offers high land use compatibility for a mixed use transit village, which provides a major transportation and accessibility advantage to the future residents.

#### Site Suitability Analysis for the Light Rail Overlay Zone

Four categories of site suitability criteria were identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules. The properties selected for affordable housing inclusionary overlay zoning compare to the COAH site suitability standards, as follows:

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, none of the parcels possess any title encumbrances that would preclude development of affordable housing. As mentioned previously, for the most part, the majority of the properties are in private common ownership and free of any encumbrances to development.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The area currently consists of larger outdated and/or underutilized industrial uses with the exception of a newer mini-storage facility. The surrounding land uses are generally residential in nature and the creation of a mixed use transit village would provide a more compatible land use and an opportunity for reinvestment into the area.

The street network in the area is appropriate for any proposed development. The streets in the area include Bannard Street to the north, South Snowden Avenue to the west, Pear Avenue to the east, and are traversed by Rowland and Land Streets running east to west in addition to Industrial Highway running north and south.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

Cinnaminson Township has public water, supplied by NJ American Water Company and wastewater treatment through the Cinnaminson Sewerage Authority. These are essential infrastructure to support a mixed use transit-oriented development.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

There appear to be no physical impediments or physical characteristics that would impede development of any of the subject properties in accordance with the Residential Site Improvement Standards. All the properties are currently developed and would be able to be redeveloped efficiently. The properties, when assembled together offer opportunities to assemble large and regularly-shaped redevelopment parcels within the zone that can be developed in accordance with the RSIS.

#### IR-2 Overlay Zone (Block 2001, Lots 1, 2, and 3)

This 22-acre overlay zone (Block 2001, Lots 1, 2, 3) would encompass Haines Farm and Garden Supply, ESML and a retail strip anchored by Pep Boys.

At 15 units/acre, this area could yield over 300 housing units, including as many as 60 for sale affordable units (at a 20% set aside). If rental units are proposed with a 15% set aside, over 40 affordable rental units could be produced in addition to associated rental bonus credits.

#### Site Suitability Analysis for the Haines to Pep Boys Overlay Zone

As identified previously, the four categories of site suitability criteria were identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules. The properties selected for affordable housing inclusionary overlay zoning compare to the COAH site suitability standards, as follows:

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, none of the parcels possess any title encumbrances that would preclude development of affordable housing. The properties have historically been developed with non-residential uses and have no known issues that would prohibit a residential development.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The adjacent land uses are compatible with residential development. The site is bounded by Route 130 to the north which includes both residential and non-residential development. The southern adjacent use is the Memorial and Ravenswood Parks. To the west the site is bounded by the Pennsauken Creek with the east consisting of non-residential uses. The area is surrounded by residential and non-residential development.

The streets that provide access to the site include Route 130 to the north and Church Road to the east, both of which can provide adequate access to the site.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

Cinnaminson Township has public water, supplied by NJ American Water Company and wastewater treatment through the Cinnaminson Sewerage Authority.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

As with the Light Rail zone, there appear to be no physical impediments or physical characteristics that would impede development of any of the subject properties in accordance with the Residential Site Improvement Standards. The properties are currently developed with non-residential uses and would not pose any issue in their redevelopment. The area is clear of any environmental constraints, with the exception of a small area of potential wetlands area at the southeast portion of the site, near Pennsauken Creek. By reason of shape, dimension, and lack of constraints, it appears that all parcels may be developed in accordance with the RSIS.

#### Town-wide Set-aside Ordinance

Cinnaminson Township agrees to adopt an ordinance that provides that an affordable housing set-aside of 20%, if the affordable units will be for-sale, and 15%, if the affordable units will be for rent, shall be required for all new multi-family residential developments of 5 or more additional units (over and above those already permitted as of right) that are developed at a density of 6 or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan. This does not give any developer the right to any such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of Cinnaminson Township to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This provision shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with Cinnaminson's Court-approved Housing Element and Fair Share

Plan, which sites shall comply with the applicable adopted zoning. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.

**E. AFFORDABLE HOUSING UNIT REQUIREMENTS**

1. Rental Unit Obligation

The municipal rental obligation, a required component of meeting the fair share obligation, is calculated at 25 percent of the realistic development potential. Since the Township has an RDP of “0”, there is no rental obligation.

As seen in Table 27, there are a total of 266 rental units provided with 172 units for the prior round and 94 units for the Third Round.

**Table 27: Rental Units**

<b>Prior Round</b>	<b>Units</b>	<b>Family</b>
K-Land (Cresmont) Family Rentals	136	136
Supportive and Special Needs		
Cinnaminson Group Home (Kelsch Associates)	4	
Quality Management Associates	4	
The Arc of Burlington County	4	
Ally Group Home	4	
<b>Third Round</b>		
Supportive and Special Needs Housing	40	
MEND/Conifer Realty at 1410 Riverton Road (Block 1004, Lot 45) Age-Restricted Units	54	
<b>Total</b>	<b>246</b>	<b>136</b>

While there is no obligation to provide affordable rental units in the third round, the proposed overlay zones will provide an incentive to create additional rental units by providing a reduced set-aside for affordable rental housing.

2. Family Units

At least 50% of the third round prospective need units must be available to families (not age restricted or group home units), requiring at least 175 family units/credits. The overlay zones will provide family, non-restricted units to address the family unit obligation. The prior round included 160 family units.

3. Low-Moderate Split and Very-Low Income Obligation

No more than 50% of the prospective need affordable units will be moderate income units and at least 50% of the prospective need affordable units will be affordable to low income and very low income households. Additionally, 13% of the prospective need

units must be affordable to very low income households (less than 30% median income). The settlement agreements with inclusionary developers require this low-moderate split and these very low income units.

#### 4. Age-restricted Units

The Township's prior round plan did not include age-restricted units. The Third Round age-restricted cap is 78 units and the Township is taking credit for 54 units through the MEND project, 25 units below the cumulative age-restricted cap.

#### 5. Rental Bonus Credits

Rental bonus credits are applied as provided in N.J.A.C. 5:93-5.1, which permits bonus credits for rental units up to 25% of the prospective need. For the prior round this rule allowed up to 83 bonus credits and for the third round the total is 78 units. The combined potential for rental bonus credits is thus 160 for both rounds. As seen on Table 24, a total of 83 bonuses have been applied.

APPENDIX A - AUGUST 16, 2018 SETTLEMENT AGREEMENT



Peter J. O'Connor, Esq.  
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August 6, 2018

Ronald C. Morgan, Esq.  
Parker McCay  
9000 Midlantic Drive  
Suite 300  
Mount Laurel, NJ 08054

**Re: In the Matter of the Application of Cinnaminson Township, County of Camden, Docket No. BUR-L-450-14**

Dear Mr. Morgan:

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

### **Background**

Cinnaminson filed the above-captioned matter in 2014, seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. The matter has proceeded as a declaratory judgment action in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Cinnaminson hereby agree that the Township's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	30
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	331
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	315

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: Cinnaminson will continue to contract with the Burlington County CDBG program to address this obligation. As part of the compliance phase of this litigation, the parties will work with the Special Master to evaluate whether a rental rehabilitation program must be administered by the Township and both parties agree to abide by his recommendation. If the Master determines that a rental rehabilitation program is required, the Township will establish a Rental Rehabilitation Program during the compliance phase. This is sufficient to satisfy the Township's present need obligation of 30 units.
6. As noted above, the Township has a Prior Round prospective need of 331 units, which is met through the following compliance mechanisms:

Developments/Compliance Mechanisms	Details/Status	Units	Bonuses
1. K-Land (formerly Cresmont), family rentals	This inclusionary development includes 136 affordable family rental units. All 136 units are completed and have been rented. The units have been deed restricted for a minimum of 30 years. During the compliance phase of the litigating, the municipality will demonstrate the creditworthiness of these units and provide the deed restrictions. During the compliance phase, the municipality will confirm the low/moderate-income split. Rental bonuses are recognized for 83 of the affordable family rental units.	136	83
2. Group Homes	See Exhibit A, attached hereto. During the compliance phase of the litigation, Cinnaminson agrees to provide the following for each of these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 3) A copy of the facility license, if applicable.	16	

<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016/April 2017.

<b>Developments/Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>	<b>Bonuses</b>
3. Regional Contribution Agreement (RCA) with Pemberton Township	This \$1.44 million RCA was approved by the Council on Affordable Housing on May 7, 2003.	72	
4. SC Holdings, Block 702, Lot 2, family rentals	This 16.42-acre parcel is currently zoned at a density of 6 units per acre. It will be rezoned in accordance with the terms of this settlement agreement to permit 15 units per acre for "for sale" units with a 20-percent set-aside and 17.5 units per acre 15-percent set-aside.	20	
5. Delaware House Mental Health Services, Prior Cycle Credit	During the compliance phase of the litigation, Cinnaminson agrees to provide the following for each of these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 3) A copy of the facility license, if applicable	4	
		248	83
		<b>Total: 331</b>	

7. The parties recognize that the municipality should receive a vacant land adjustment. The municipality has a realistic development potential (RDP) of zero units. The municipality has credits as follows:

<b>Developments/Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>
6. Habitat For Humanity, family for sale units	During the compliance phase of the litigation, the municipality will demonstrate the creditworthiness of these units, including through providing a deed restriction.	5
7. Group Homes	See Exhibit B, attached hereto. During the compliance phase of the litigation, Cinnaminson agrees to provide the following for each of these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 3) A copy of the facility license, if applicable.	55
8. MEND/Lutheran Social Ministries, Block 1004, Lot 45, 1410 Riverton Road	This 100% affordable development has been fully funded and is under construction on land provided by the municipality. The units are being funded principally through Low Income Housing Tax Credits. During the compliance phase of the litigation, the municipality will provide a deed restriction. The parties agree that these units do not exceed the age-restricted cap because, when viewed cumulatively, they are less than both 25-percent of the total number of developed units and less than 25-percent of the total Third Round obligation.	54
		<b>Total: 114</b>

The credits of 114 units, subtracted from the Third Round obligation of 315 units, results in an unmet need of 201 units, which shall be addressed through the following mechanisms, as more fully described in Exh. C to this Agreement.

- a. *Light Rail Line Overlay Zone - Broad/River Street – Bannard Street, Blocks* (north side) 309, 408, 407, 405, 406, 404, 403, 402, 401, 503, (south side) 409, 414, 415, 420, 421, 426, 504, 505, 508, 507, 601
  - b. *Haines to Pep Boys Overlay Zone* (along Route 130 NB from Pennsauken Creek to Church Road)
  - c. *Town-wide set-aside ordinance* – The municipality agrees to adopt an ordinance that provides that an affordable housing set-aside of 20%, if the affordable units will be for-sale, and 15%, if the affordable units will be for rent, shall be required for all new multi-family residential developments of five (5) or more additional units (over and above those already permitted as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan. This does not give any developer the right to any such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This provision shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan, which sites shall comply with the applicable adopted zoning. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.
8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

MEND/Lutheran Social Ministries, Block 1004, Lot 45, 1410 Riverton Road – 54 units of 100% affordable age-restricted housing

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows:

The development has been fully funded and is under construction. Therefore, no further action by the municipality is needed at this time, provided the development

continues to move forward and the affordable units are made available as anticipated.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall demonstrate compliance with these requirements during the compliance phase of the litigation.

9. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

For half of the required number of units, the municipality will rely on special needs units already provided. For the other half, the municipality will rely on the above-referenced Light Rail Line Overlay Zone, Haines to Pep Boys Overlay Zone, and town-wide set-aside ordinance.

10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round Prospective Need, including the unmet need, shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent of the Third Round Prospective Need, including the unmet need, shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Prospective Need in total, including the unmet need, must be available to families.
- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC, 510 Park Blvd, Cherry Hill, NJ; Camden County NAACP, 1123 1/2 Kaign Avenue, Camden, NJ 08103; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, PO Box 207, Roebling 09854; Southern Burlington County NAACP, PO Box 3211, Cinnaminson, NJ 08077; Burlington County Community Action Program, 718 Route 130 South,

Burlington, NJ 08016; and the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
  - a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
  - b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
  - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
14. As an essential term of this Agreement, within 120 days of Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
15. The parties agree that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
16. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity,

including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying

protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$7500 within ten (10) days of the Court's approval of this Agreement through a court order pursuant to a duly-noticed fairness hearing.
22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

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

**TO FSHC:**

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

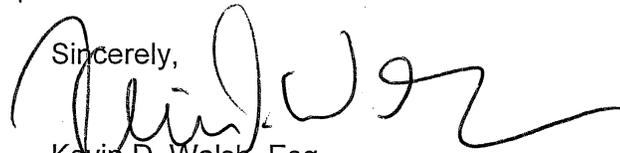
**TO THE TOWNSHIP:**

Ronald C. Morgan, Esq.  
Parker McCay  
9000 Midlantic Drive  
Suite 300  
Mount Laurel, NJ 08054  
Telecopier: 856-596-9631  
Email: rmorgan@parkermccay.com

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

Lisa A. Passione  
Clerk  
1621 Riverton Road  
Cinnaminson NJ 08077  
Telecopier: 856-829-3361  
Email: lpassione@cinnaminsonnj.org

Please sign below if these terms are acceptable.

Sincerely,  


Kevin D. Walsh, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

On behalf of the Township of Cinnaminson, with the authorization  
of the governing body:



Donald Brauckmann, Mayor

Dated: August 6, 2018

ATTEST: Lisa A Passione  
Lisa A Passione, RMC  
Municipal Clerk

**Exhibit A**  
**Alternative Living Arrangements (Group Homes)**  
**Facilities Applied to 1987-1999**

Name	Block	Lot	Street Address	Age-Restricted	Initial License Date	Bedrooms/Credits
Cinnaminson Group Home / Kelsch Associates	2001	6.01	3 South Fork Landing Road	---	"1980's"	4
Quality Management Associates	2404	28	60 Sussex Drive	---	6.24.95	4
The ARC of Burlington County	2811	8	2421 Chestnut Hill Drive	---	8.30.99	*4
Ally Group Home	1004	44.02	1414 Riverton Road	Yes	"over 30 years"	4
<b>Total</b>						<b>16</b>

\* ARC facility has 5 bedrooms. One surplus bedroom is carried forward to 3<sup>rd</sup> round.

**Exhibit B  
Group Homes Applied to Third Round**

Name	Block	Lot	Street Address	Age Restricted	Initial License Date	Bedrooms / Credits
NHS Human Services	423	12	820 Belleview Avenue	---	10.2.15	3
Oaks Integrated Care	601	17	610 Pear Street	Yes	[2008?]	2
Oaks Integrated Care	1109	4	1006 Riverton Road	---	?	3
?	1109	10	1103 Thomas Road	---	[2015?]	4
Quality Management Associates	1212	7	1015 Washington Avenue	---	[2011?]	3
Kelsch Homes Inc.	2001	6.01	3 South Fork Landing Road	Yes	"1980's" [1982?]	*3
Cinnaminson House Crossroads	2002	22	2216 Lenola Road	---	2002	12
Chestnut	2308	1	2180 Chestnut Place	---	1.29.04	4
[FB Residential Holdings?]	2402	7	109 Wayne Drive	---	[2016?]	4
ALLY Inc.	2403	10	2317 Laurel Drive	Yes	[2008?]	5
Oaks Integrated Care	2802	22	2102 New Albany Road	---	[2005?]	3
?	3011	1	2900 New Albany Road	---	[2016?]	4
[Bancroft Neurohealth?]	3205	12	2810 Hunterdon Drive	---	[2014?]	4
The ARC of Burlington County	2811	8	2421 Chestnut Hill Drive	---	8.30.99	**1
<b>Total</b>						<b>55</b>

\* 3 additional bedrooms subsequent to prior round

\*\* 1 surplus bedroom carried over from prior round

**Exhibit C**  
**Description of Unmet Need Overlay Zones**

*Light Rail Line Overlay Zone* (East of Bannard Street from Pear Avenue to South Belleview Avenue)

The following blocks and lots are proposed as the overlay zone:

<b>Block</b>	<b>Lot</b>	<b>Block</b>	<b>Lot</b>
421	1	506	6.01
426	1.01	506	6.02
426	1.02	507	1
426	1.03	507	5.01
504	1	507	5.02
505	2	508	1.01
505	3	508	1.02
506	2	508	3
506	3	508	4
506	4.01	508	6
506	4.02	508	7
506	5	508	8

The proposed transit village area, which includes 43 acres not counting rights of way, is shown at right. It consists of a series of outdated industrial uses sandwiched between single-family residential neighborhoods. These industrial uses are generally low employment generators and are of an older vintage (except the mini-storage). Local officials recognize the potential for repurposing this area as an inclusionary mixed use neighborhood.



The lands around Snowden and Pleasant north of the tracks are part of the Cinnaminson Harbor development and are not developable. However, the area below Bannard Street to the south of the railroad has the potential to function as a transit village. With only a handful of owners involved, assemblage of outdated industrial uses here should yield a productive landscape for mixed use development with opportunities for significant affordable housing.

At 20 units/acre, this area could yield over 800 housing units, including potentially 150 or more affordable units (at a 20% set aside) If rental units are proposed with a 15% set aside, over 100 affordable units could be produced.

As noted above, the transit village is situated on industrially zoned lands in a residential area. This offers high land use compatibility for a mixed use transit village, which provides a major transportation advantage to the future residents.

*Haines to Pep Boys Overlay Zone* (along Route 130 NB from Pennsauken Creek to Church Road)

This 22-acre overlay zone (Block 2001, Lots 1, 2, 3) would encompass Haines Farm and Garden Supply, ESML and a retail strip anchored by Pep Boys.

At 15 units/acre, this area could yield over 300 housing units, including as many as 60 for sale affordable units (at a 20% set aside). If rental units are proposed with a 15% set aside, over 40 affordable rental units could be produced.



### **Summary of Cinnaminson Unmet Need Mechanisms**

A 315-unit proposed obligation, minus the 114 existing credits leaves a *201 unmet need for the third round*. Cinnaminson's proposal to meet unmet need would provide for the following:

1. Town-wide set-aside ordinance
2. Transit Village overlay zoning of 43 acres at 20 units/acre (possible 800 total units with 20% set-aside could yield 100-150 affordable units)
3. Haines to Pep Boys overlay of 22 acres at 15 units/acre (possible 330 total units with 20% set-aside could yield 40- 60 affordable units)

## EXHIBIT D: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

### 2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset Limit****
												Rents**	Sales***	
<b>Region 1</b> Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	1.7%	1.99%	\$166,493
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827			
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096			
<b>Region 2</b> Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	3.25%	\$180,756
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184			
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
<b>Region 3</b> Hunterdon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	0.38%	\$200,698
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302			
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
<b>Region 4</b> Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	1.7%	1.53%	\$177,413
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599			
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249			
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349			
<b>Region 5</b> Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	1.7%	2.09%	\$154,194
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912			
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			
<b>Region 6</b> Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	1.7%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

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

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

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

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

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

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

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

APPENDIX B - NOVEMBER 16, 2020 PROPOSED AMENDMENT TO THE  
AUGUST 16, 2018 SETTLEMENT AGREEMENT



Peter J. O'Connor, Esq.  
Adam M. Gordon, Esq.  
Laura Smith-Denker, Esq.  
David T. Rammner, Esq.  
Joshua D. Bauers, Esq.  
Bassam F. Gergi, Esq.

November 16, 2020

Linda A. Galella, Esq.  
Parker McCay P.A.  
9000 Midlantic Drive, Suite 3000  
Mount Laurel, NJ 08054

**Re: In the Matter of the Application of Cinnaminson Township,  
Docket No. BUR-L-450-14**

Dear Ms. Galella:

This letter memorializes the terms of an Amendment to the August 6, 2018 Settlement Agreement ("Amendment" or "Amended Agreement") reached between the Township of Cinnaminson (the "Township" or "Cinnaminson"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and a defendant-intervenor in this matter.

This Amendment, when approved by the court following a fairness hearing, shall only supersede the Settlement Agreement dated August 6, 2018 ("Settlement Agreement"), previously approved by the Court following a fairness hearing, as to the terms specifically amended by this Amendment.

All terms of the Settlement Agreement not specifically amended by this Amendment shall remain in full force and effect as previously approved by the court.

### **Amended Agreement Terms**

The Township and FSHC hereby agree to the following terms:

1. In order to meet an 18-unit shortfall that resulted from fourteen (14) fewer group home units being creditworthy than anticipated in the August 6, 2018 Settlement Agreement<sup>1</sup> and the need to shift four (4) units from Habitat for Humanity from the Third Round to the Prior Round, Cinnaminson shall utilize the following compliance mechanisms to create a realistic opportunity for eighteen (18) units of affordable housing:

#### **Market-to-Affordable Program** (12 to 14 units\*)

In accordance with N.J.A.C. 5:93-5.11, the Township shall implement a market-to-affordable program to convert twelve (12) to fourteen (14) existing rental or owner-occupied market units into deed-restricted affordable units for low- and moderate-income families. The converted units shall consist of at least fifty percent (50%) low-income units.

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<sup>1</sup> This reflects the determinations of Special Master Art Bernard, P.P., A.I.C.P., in his March 2, 2020 letter report to the court.

The Township will utilize Affordable Housing Trust funds to subsidize the creation of the affordable units and ensure the units are brought into code compliance, as necessary. The Township has set aside \$330,000.00 in its spending plan for the program, averaging approximately \$27,500.00 per unit (\$25,000 subsidy for a moderate-income unit and \$30,000 subsidy for a low-income unit). The Township has designated Triad Associates to administer the program and has developed a manual to administer the program that it shall provide to the Court, Court Master, and FSHC.

The Township agrees to provide five (5) affordable units on or before July 1, 2022, and an additional seven (7) affordable units on or before July 1, 2024. In the event the Township has not met the July 1, 2022 deadline for five (5) affordable units, it agrees to identify in writing to FSHC, the Court, and Court Master alternative compliance mechanisms to meet the remainder of the twelve (12) to fourteen (14) affordable units at least three (3) months before the July 1, 2022 date.

**Habitat for Humanity** (4 to 6 units\*)

The Township shall dedicate a municipal-owned lot at 816 South Belleview Avenue (Block 423, Lot 13) at a nominal cost to Habitat for Humanity for the construction of four (4) affordable for-sale/rental family non-age-restricted units in two (2) side-by-side duplexes.

The Township is also pursuing a tax foreclosure on the adjoining vacant lot 810 South Belleview Avenue (Block 423, Lot 14). If Cinnaminson is able to acquire this site by tax foreclosure, the site will also be dedicated at a nominal cost to Habitat for Humanity for the construction of two (2) affordable for-sale/rental family units in a single side-by-side duplex.

The Habitat units shall consist of at least fifty percent (50%) low-income units, and these low-income units shall be two- and three-bedroom units. The Township will work with Habitat to endeavor to have at least one (1) of the three-bedroom units be reserved for low-income households.

Cinnaminson is negotiating a memorandum of understanding with Habitat for Humanity to reflect the above and to indicate the number of units and bedroom/income distribution, and this memorandum shall be provided to the Court, Court Master, and FSHC prior to the entry of an amended final judgment of compliance and repose.

Due to delays associated with COVID-19, it is unclear at this time when construction of the Habitat units shall commence. However, the Township shall ensure that all of the units are built and occupied prior to June 30, 2025. If construction has not begun by July 1, 2022, the Township shall write to the Court, Court Master, and FSHC to inform them of the status of the project and whether alternative compliance mechanisms shall need to be identified in order to ensure that the affordable units are completed by June 30, 2025.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source in the event that the funding request is not approved. The Township shall adopt a resolution of intent to fund for any shortfall associated with its municipally-sponsored programs, which shall include funding for the Habitat units and market-to-affordable program herein. The municipality shall demonstrate its satisfaction of these obligations prior to the entry of an amended final judgment of compliance and repose.

\*The total number of affordable units that must be produced by the above mechanisms shall equal no fewer than eighteen (18).

The following charts reflect how Cinnaminson is now applying its credits to the Prior Round and Third Round.

**Prior Round (1987-1999) Prospective Need of 331 Units**

Sources of Units/Credits	Units	Bonus	Total
K-Land (Cresmont) Family Rentals	136	83	219
Supportive and Special Needs			
Cinnaminson Group Home (Kelsch Associates) 3 S. Forklanding Road, Block 2001, Lot 6.01	4		4
Quality Management Associates 60 Sussex Drive, Block 2404, Lot 28	4		4
The Arc of Burlington County 2421 Chestnut Hill Drive, Block 2811, Lot 8	4		4
Ally Group Home, 1414 Riverton Road, Block 1004, Lot 44.02	4		4
Regional Contribution Agreement with Pemberton Township	72		72
SC Holdings Family (Block 702, Lot 2) (Not yet built)	20		20
Habitat for Humanity (Existing For Sale <sup>2</sup> )	4		4
<b>Total</b>	<b>248</b>	<b>83</b>	<b>331</b>

**Third Round (1999-2025) Credits of 114 Units**

Sources of Units/Credits	Units
Habitat for Humanity (Existing For-Sale <sup>3</sup> )	1
Supportive and Special Needs Housing	41
MEND/Conifer Realty - Age-Restricted Units at 1410 Riverton Road (Block 1004, Lot 45)	54
Habitat for Humanity (Proposed For-Sale)	4 to 6**
Market to Affordable (Proposed For- Sale/Rental)	12 to 14**
<b>Total</b>	<b>114</b>

\*\*These units shall equal no fewer than eighteen (18).

- Cinnaminson shall ensure that as part of its affirmative marketing efforts that all affordable units are posted on the New Jersey Housing Resource Center, <https://www.nj.gov/njhrc>, in accordance with applicable law.

<sup>2</sup> Block 303, Lot 4.01; Block 303, Lot 4.02; Block 303, Lot 10.01; Block 303, Lot 10.02; and Block 501, Lot 8.

<sup>3</sup> See Footnote 1.

To the degree that any other items besides those specifically enumerated herein required by the terms of Settlement Agreement have not yet been completed by the Township, those items -- including but not limited to adoption of a revised Housing Element and Fair Share Plan, and the preparation and adoption of a Spending Plan -- shall be completed and documentation thereof provided to the Court, Court Master, and FSHC prior to the entry of an amended final judgment of compliance and repose.

3. This Amendment must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Amendment at the fairness hearing.
4. If an appeal is filed of the Court's approval or rejection of this Amended Agreement, the parties agree to defend the Amended Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Amended Agreement if it is approved before the Law Division unless and until an appeal of the Law Division's approval is successful, at which point the parties reserve their right to rescind any action taken in anticipation of the Law Division's approval. All parties shall have an obligation to fulfill the intent and purpose of this Amended Agreement.
5. This Amendment may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
6. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
7. All other terms and conditions of the August 6, 2018 Settlement Agreement not specifically amended by this Amendment shall remain in full force and effect and shall be incorporated as if fully set forth at length herein.

**TO FSHC:**

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

**TO THE TOWNSHIP:**

Linda A. Galella, Esq.  
Parker McCay P.A.  
9000 Midlantic Drive, Suite 3000  
Mount Laurel, NJ 08054  
Telecopier: 856-596-9631  
Email: lgalella@parkerMcCay.com

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

Lisa A. Passione, Clerk  
1621 Riverton Road  
Cinnaminson NJ 08077  
Telecopier: 856-829-3361  
Email: lpassione@cinnaminsonnj.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.  
Executive Director of Fair Share Housing Center  
Dated:

On behalf of the Township of Cinnaminson, with the authorization  
of the governing body:

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

APPENDIX C - IR, IR-2 AND IR-3 OVERLAY ZONE ORDINANCES

**TOWNSHIP OF CINNAMINSON**

**ORDINANCE 2020 - 12**

**AN ORDINANCE AMENDING CHAPTER 525 OF THE  
CODE OF THE TOWNSHIP OF CINNAMINSON  
ENTITLED “ZONING” (IR-Inclusionary Residential District)**

**WHEREAS**, the Township of Cinnaminson was a party to prior round affordable housing litigation before the Superior Court in 1996 which was assigned Docket No. BUR-L-1999-96 (Mount Laurel), the resolution of which, to facilitate affordable housing production, required the rezoning of a 16.42 acre parcel in Cinnaminson Township adjoining Union Landing Road to the south and Taylor’s Lane to the north which was and remains designated on the Township’s Tax Map as Block 702, Lot 2; and

**WHEREAS**, the subject property was rezoned pursuant to the Court’s directives and placed in an Inclusionary Residential (“IR”) zoning district with use and area regulations set forth in Chapter 525 (“Zoning”), Sections 40 and 41 of the Code of the Township of Cinnaminson; and

**WHEREAS**, the Township of Cinnaminson is currently a petitioner in third round declaratory judgment proceedings before the Superior Court pursuant to N.J.S.A. 52:27D-313 encaptioned In the Matter of the Township of Cinnaminson, Docket No. BUR-L-0450-14 (Mount Laurel), the resolution of which required amendments to the density and set-aside regulations applicable to Block 702, Lot 2 as set forth in Chapter 525, Sections 40 and 41 of the Township Code to facilitate affordable housing production during the third round; and

**WHEREAS**, on September 16, 2019, the Township of Cinnaminson adopted Ordinance 2019-13 which further clarified the IR Inclusionary Residential District; and

**WHEREAS**, the Court Master has now required the Township of Cinnaminson to further revise the IR Inclusionary Residential District at Section 525-41.B.3.a to revise the minimum

apartment size of the 3 bedroom garden apartment to be 1000 square feet so that it is consistent with the IR-2 and IR-3 Inclusionary Residential Districts; and

**WHEREAS**, the Court Master has also now required the Township of Cinnaminson to further revise the IR Inclusionary Residential District at Section 525-42.A to revise the uses permitted in the buffer area so that it is consistent with the IR-2 and IR-3 Inclusionary Residential Districts; and

**WHEREAS**, the purpose of this Ordinance is to comply with the Court Master’s directives.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Township Committee of the Township of Cinnaminson, County of Burlington, State of New Jersey, that Chapter 525 of the Code of the Township of Cinnaminson entitled “Zoning” be and is hereby amended as set forth herein.

The Code is hereby amended as follows [newly added material is indicated by underlined text; deletions are indicated with ~~strikethrough~~]:

**§525-41 IR DISTRICT AREA RESTRICTIONS AND REGULATIONS**

B. Tables of dimensional requirements by multifamily dwelling type are as follows:

3. Garden apartment.

a. Requirements.

<b>Number of Bedrooms</b>	<b>Minimum Apartment Size (square feet)</b>
1	655
2	850
3	<del>1,125,</del> <u>1000</u>

**§525-42 DESIGN REQUIREMENT IN IR DISTRICT.**

Miscellaneous design requirements in the IR District are as follows:

A. Buffer area requirements.

1. Buffer areas shall be provided between all residential land uses and nonresidential land use or nonresidential zone districts. Buffer areas, [which may be bisected by roads and driveways and which may contain landscaped stormwater basins] shall be a minimum of 20 feet wide in the IR District and are to be in addition to the required yard setbacks. Buffer areas shall be designed, planted, graded and landscaped to provide an aesthetically pleasing separation of uses. In meeting this standard, the applicant may employ one or more of the following:
  - a. Fencing or wall screening in landscaped areas.
  - b. Evergreen tree or shrubbery screening in a landscaped area.
  - c. A landscaped berm having a maximum height of six feet with side slopes of 4:1.

**REPEALER, SEVERABILITY AND EFFECTIVE DATE.**

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law and the filing of same with the County Planning Board pursuant to N.J.S.A. 40:55D-16.

**CINNAMINSON TOWNSHIP COMMITTEE**

**TOWNSHIP OF CINNAMINSON**

**ORDINANCE 2019-14**

**AN ORDINANCE AMENDING CHAPTER 525 OF  
THE CODE OF THE TOWNSHIP OF  
CINNAMINSON ENTITLED “ZONING” (IR-2 and  
IR-3 ZONES)**

**WHEREAS**, the Township of Cinnaminson is currently a petitioner in third round declaratory judgment proceedings before the Superior Court pursuant to N.J.S.A. 52:27D-313 encaptioned In the Matter of the Township of Cinnaminson, Docket No. BUR-L-0450-14 (Mount Laurel), the resolution of which requires the Township to amend certain provisions to Chapter 525 of the Code of the Township of Cinnaminson entitled “Zoning” in order to facilitate affordable housing production during the third round; and

**WHEREAS**, the purpose of this Ordinance is to comply with the Court’s directives.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Township Committee of the Township of Cinnaminson, County of Burlington, State of New Jersey, that Chapter 525 of the Code of the Township of Cinnaminson entitled “Zoning” be and is hereby amended as set forth herein as follows:

§ 525-43.1 **IR-2 District area restrictions and regulations**

The purpose of the IR-2 overlay zone is to promote inclusionary housing development along Route 130 in an area close to open space with convenient regional roadway access that can address a portion of the Township’s affordable housing need. When IR-2 inclusionary development is proposed, expedited development application review and cooperation in the granting reasonable variances is to be provided, pursuant to N.J.A.C. 5:93-10.1.

A. Density and affordable housing set-asides for multifamily housing shall be:

(Haines to Pep Boys)

If for sale -15 units per gross acre with a 20% set-aside of affordable units  
If for rent – 15 units per gross acre with a 15% set-aside of affordable units

**B.** Tables of dimensional requirements for multi-family apartments are as follows:

**Multi-family apartments.**

(a) Requirements.

Number of Bedrooms	Minimum Apartment Size (square feet)
1	655
2	850
3	1,000

(b) General.

[1] Maximum impervious surface ratio (on tract): 70%.

[2] Minimum lot size: three acres.

[3] Minimum building setback:

[a] From street right-of-way: 50 feet.

[b] From common parking: 20 feet.

[4] Building spacing (side to side on same lot): 40 feet.

[5] Minimum street frontage: 100 feet.

[6] Maximum building height: three stories, not to exceed 45 feet.

[7] Minimum rear yard setback: 50 feet.

[8] Minimum side yard setback: 30 feet.

§ 525-43.2 **Design requirements in IR-2 District.**

Miscellaneous design requirements in the IR-2 District are as follows:

**A. Buffer area requirements.**

(1) Buffer areas shall be provided between all residential land uses and nonresidential land use or nonresidential zone districts. Buffer areas, which may be bisected by roads and driveways and which may contain landscaped stormwater basins shall be a minimum of 20 feet wide in the IR-2 District and are to be in addition to the required yard setbacks. Buffer areas shall be designed, planted, graded and landscaped to provide an aesthetically pleasing separation of uses. In meeting this standard, the applicant may employ one or more of the following:

(a) Fencing or wall screening in landscaped areas.

(Haines to Pep Boys)

- (b) Evergreen tree or shrubbery screening in a landscaped area.
- (c) A landscaped berm having a maximum height of six feet with side slopes of 4:1.

**B. Buffer material and natural foliage.**

All buffer areas shall be planted and maintained with either grass or ground cover, together with a screen of live shrubs or scattered planting of live trees, shrubs or other plant material. The preservation of all natural wooded tracts shall be an integral part of all development plans and may be included as part of the required buffer area, provided that the growth is of a density and the area has sufficient width to serve the purpose of a buffer. Additional plantings may be required by the approving authority to establish an appropriate tone for an effective buffer.

**C. Screening.**

(1) Screening shall be provided with buffer strips or as required elsewhere in this chapter so as to provide a year-round visual or partial acoustical barrier to conceal the view or sounds of various utilitarian operations and uses from the street or adjacent properties.

(2) Screening shall be so placed that at maturity it will not be closer than two feet to any right-of-way, property line or access easement.

(3) All plants for screening shall be of a species common to the area, be of balled and burlapped nursery stock and be free of insects and disease. Plants which do not live shall be replaced within two years or two growing seasons. Buffered screen plantings shall be broken at points of vehicular and pedestrian ingress and egress to assure a clear sight triangle at all street and driveway intersections.

(4) Screening shall consist of the following materials:

(a) Solid masonry. A solid masonry wall, a maximum of six feet above ground level.

(b) Solid fencing. A solid fencing of natural durable material, such as cedar, cypress or redwood, a maximum height of six feet above ground level and open to the ground to a height of not more than four inches above ground level.

(c) Shrubby.

[1] Low-type shrubby screening may be used in and around parking areas, roadways or accessways where sight distances for vehicular and pedestrian traffic are a prime consideration. Shrubby shall be a minimum of three feet high when planted and be of such density as will obscure, throughout the full course of the year, the glare of automobile headlights emitted from the premises.

(Haines to Pep Boys)

[2] All other shrubbery for screening shall be a minimum of five feet high at the time of planting.

[3] Dense hedges of shrubbery planted at a maximum of 30 inches on center may be used.

(d) Trees. Trees for screening shall be evergreens having a minimum height of eight feet above the ground when planted. Trees shall be placed ten feet on center in a single row, or fifteen feet on center in two or more staggered rows with a five-foot separation between rows. Evergreens may be supplemented with deciduous trees having a minimum height of eight feet at time of planting, with a minimum caliper of 2 inches.

**D. Architectural Theme.**

Each multiple-dwelling complex shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include considerations of landscaping techniques, building orientation to the site and to other structures, topography, natural features, including individual dwelling unit design, such as varying unit widths, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination of each dwelling unit.

**E. Refuse storage.**

For apartment buildings, refuse collection may be managed within the building or, in the alternative, there shall be provided at least one outdoor refuse storage area of at least 100 square feet for each 20 dwelling units. The refuse storage area shall be screened and suitably located and arranged for access and ease of collection and shall not be part of, restrict or occupy any parking aisle and shall not be located further than 300 feet from the entrance to any multifamily unit which it is intended to serve.

**F. Private garages.**

Where private garages are provided, they must be constructed as part of a dwelling unit. Detached garages are not permitted in the IR-2 District.

**§ 525-43.3 Open space requirements in IR-2 District.**

**A.** Open space areas resulting from development in the IR-2 District shall weave between dwelling units generally respecting a minimum width of 50 feet and periodically widening out into significant and usable recreation areas. The configuration of the open space areas should be arranged so that connections can be made to existing or future adjacent open spaces and other community facilities, if applicable.

(Haines to Pep Boys)

**B.** The developer may be required to plant trees or other similar landscaping improvements. Said improvements may include removal of dead or diseased growth, thinning of trees or other growth to encourage more desirable growth, removal of trees in areas planned for active recreational facilities, grading and seeding and improvements or protection of the natural drainage system by the use of protective structures, stabilization measures and similar improvements.

**C.** Portions of the open space should be developed to afford both passive and active recreational opportunities. Passive recreational activities may include but are not limited to pedestrian paths, sitting areas and naturally preserved areas. Active recreational areas may include but are not limited to such facilities as swimming pools, tennis courts, bicycle paths and play fields but should be carefully located to avoid problems of noise, lights and similar nuisance elements affecting residential units. They shall be located not less than 50 feet from any boundary line.

**D.** Every parcel so set aside shall be conveyed by deed at the time final plat approval is granted.

**E.** The land to be set aside shall be offered to the Township Committee for acceptance. Land offered for dedication but not accepted by the Township Committee shall be transferred to a homeowners' association or similar organization in accordance with N.J.S.A. 40:55D-43.

**F.** Any open space offered to the Township Committee shall be subject to review by the Planning Board, which shall be make a recommendation based on the Master Plan, the ability to assemble the land with other open space parcels, the physical features of the property and the potential utility of the land. The Planning Board may request an opinion from other public agencies or individuals as to the advisability of accepting any lands to be offered.

§ 525-43.4 Affordable housing requirements in IR-2 District

**A.** Inclusionary developments in the IR-2 Zone shall conform to standards of the Fair Housing Act, the Rules of the Council on Affordable Housing (COAH) and the Uniform Housing Affordability Controls (UHAC) as enumerated in the Cinnaminson Affordable Housing Ordinance (Ord. 2019-12).

(Light Rail Line)

§ 525-43.5 **IR-3 District area restrictions and regulations**

The purpose of the IR-3 overlay zone is to promote inclusionary housing developments with easy transit access that can address a portion of the Township's affordable housing need. When IR-3 inclusionary development is proposed, expedited development application review and cooperation in the granting reasonable variances is to be provided, pursuant to N.J.A.C. 5:93-10.1.

**A.** Density and affordable housing set-asides for multifamily housing shall be:

If for sale - 20 units per gross acre with a 20% set-aside of affordable units

If for rent – 20 units per gross acre with a 15% set-aside of affordable units

**B.** Table of dimensional requirements: **Multi-family apartments.**

(a) Requirements.

Number of Bedrooms	Minimum Apartment Size (square feet)
1	655
2	850
3	1,000

(b) General.

[1] Maximum impervious surface ratio (on lot or tract): 70%.

[2] Minimum lot size: three (3) acres.

[3] Minimum building setback:

[a] From street right-of-way: 50 feet.

[b] From common parking: 20 feet.

[4] Maximum units per building: 60 units.

[5] Building spacing (side to side on same lot): 50 feet.

[6] Minimum street frontage: 100 feet.

[7] Maximum building height: four stories, not to exceed 60 feet.

[8] Minimum rear yard setback: 50 feet.

[9] Minimum side yard setback: 30 feet.

§ 525-43.6 **Design requirements in IR-3 District.**

Miscellaneous design requirements in the IR-3 District are as follows:

**A. Buffer area requirements.**

## (Light Rail Line)

(1) Buffer areas shall be provided between all residential land uses and nonresidential land use or nonresidential zone districts. Buffer areas, which may be bisected by roads and driveways and which may contain landscaped stormwater basins, shall be a minimum of 20 feet wide in the IR-3 District and are to be in addition to the required yard setbacks.. Buffer areas shall be designed, planted, graded and landscaped to provide an aesthetically pleasing separation of uses. In meeting this standard, the applicant may employ one or more of the following:

- (a) Fencing or wall screening in landscaped areas.
- (b) Evergreen tree or shrubbery screening in a landscaped area.
- (c) A landscaped berm having a maximum height of six feet with side slopes of 4:1.

### **B. Buffer material and natural foliage.**

All buffer areas shall be planted and maintained with either grass or ground cover, together with a screen of live shrubs or scattered planting of live trees, shrubs or other plant material. Plantings may be required by the approving authority to establish an appropriate tone for an effective buffer.

### **C. Screening.**

(1) Screening shall be provided with buffer strips or as required elsewhere in this chapter so as to provide a year-round visual or partial acoustical barrier to conceal the view or sounds of various utilitarian operations and uses from the street or adjacent properties.

(2) Screening shall be so placed that at maturity it will not be closer than two feet to any right-of-way, property line or access easement.

(3) All plants for screening shall be of a species common to the area, be of balled and burlapped nursery stock and be free of insects and disease. Plants which do not live shall be replaced within two years or two growing seasons. Buffered screen plantings shall be broken at points of vehicular and pedestrian ingress and egress to assure a clear sight triangle at all street and driveway intersections.

(4) Screening shall consist of the following materials:

(a) Solid masonry. A solid masonry wall, a maximum of six feet above ground level.

(b) Solid fencing. A solid fencing of natural durable material, such as cedar, cypress or redwood, a maximum height of six feet above ground level and open to the ground to a height of not more than four inches above ground level.

(c) Shrubby.

[1] Low-type shrubby screening may be used in and around parking areas, roadways or accessways where sight distances for vehicular

(Light Rail Line)

and pedestrian traffic are a prime consideration. Shrubbery shall be a minimum of three feet high when planted and be of such density as will obscure, throughout the full course of the year, the glare of automobile headlights emitted from the premises.

[2] All other shrubbery for screening shall be a minimum of five feet high at the time of planting.

[3] Dense hedges of shrubbery planted at a maximum of 30 inches on center may be used.

(d) Trees. Trees for screening shall be evergreens having a minimum height of eight feet above the ground when planted. Trees shall be placed ten feet on center in a single row, or fifteen feet on center in two or more staggered rows with a five-foot separation between rows. Evergreens may be supplemented with deciduous trees having a minimum height of eight feet at time of planting, with a minimum caliper of 2 inches.

**D. Architectural Theme.**

Each multiple-dwelling complex shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include considerations of landscaping techniques, building orientation to the site and to other structures, topography, natural features, including individual dwelling unit design, such as varying unit widths, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination of each dwelling unit.

**E. Refuse storage.**

For apartment buildings, refuse collection may be managed within the building or, in the alternative, there shall be provided at least one outdoor refuse storage area of at least 100 square feet for each 20 dwelling units. The refuse storage area shall be screened and suitably located and arranged for access and ease of collection and shall not be part of, restrict or occupy any parking aisle and shall not be located further than 300 feet from the entrance to any multifamily unit which it is intended to serve.

**F. Private garages.**

Where private garages are provided, they must be constructed as part of a dwelling unit. Detached garages are not permitted in the IR-3 District.

(Light Rail Line)

§ 525-43.7 **Open space requirements in IR-3 District.**

**A.** Open space areas resulting from development in the IR-3 District shall weave between dwelling units generally respecting a minimum width of 50 feet and periodically widening out into significant and usable recreation areas. The configuration of the open space areas should be arranged so that connections can be made to existing or future adjacent open spaces and other community facilities, if applicable.

**B.** The developer may be required to plant trees or other similar landscaping improvements. Said improvements may include removal of dead or diseased growth, thinning of trees or other growth to encourage more desirable growth, removal of trees in areas planned for active recreational facilities, grading and seeding and improvements or protection of the natural drainage system by the use of protective structures, stabilization measures and similar improvements.

**C.** Portions of the open space should be developed to afford both passive and active recreational opportunities. Passive recreational activities may include but are not limited to pedestrian paths, sitting areas and naturally preserved areas. Active recreational areas may include but are not limited to such facilities as swimming pools, tennis courts, bicycle paths and play fields but should be carefully located to avoid problems of noise, lights and similar nuisance elements affecting residential units. They shall be located not less than 50 feet from any boundary line.

**D.** Every parcel so set aside shall be conveyed by deed at the time final plat approval is granted.

**E.** The land to be set aside shall be offered to the Township Committee for acceptance. Land offered for dedication but not accepted by the Township Committee shall be transferred to a homeowners' association or similar organization in accordance with N.J.S.A. 40:55D-43.

**F.** Any open space offered to the Township Committee shall be subject to review by the Planning Board, which shall be guided by the Master Plan, the ability to assemble and relate such lands to an overall plan, the accessibility and potential utility of such lands and such existing features as topography, soils, wetlands and tree cover, as these features may enhance or detract from the intended use of the lands. The Planning Board may request an opinion from other public agencies or individuals as to the advisability of accepting any lands to be offered.

(Light Rail Line)

§ 525-43.8 Affordable housing requirements in IR-3 District

A. Inclusionary developments in the IR-3 Zone shall conform to standards of the Fair Housing Act, the Rules of the Council on Affordable Housing (COAH) and the Uniform Housing Affordability Controls (UHAC) as enumerated in the Cinnaminson Affordable Housing Ordinance (Ord. 2019-12).

**REPEALER, SEVERABILITY AND EFFECTIVE DATE.**

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law and the filing of same with the County Planning Board pursuant to N.J.S.A. 40:55D-16.

**CINNAMINSON TOWNSHIP COMMITTEE**

*Certified to be a true copy of an Ordinance adopted by the Cinnaminson Township Committee on the 16<sup>th</sup> day of September, 2018.*

*Lisa A. Passione*

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*Lisa A. Passione, RMC  
Municipal Clerk*