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Attorneys for Interested Party/Objector,

JMF Properties, LLC

IN THE MATTER OF THE

APPLICATION OF

THE TOWNSHIP OF VERONA, a

Municipal Corporation of the State of New

Jersey

: SUPERIOR COURT OF NEW JERSEY

: ESSEX COUNTY: LAW DIVISION

: DOCKET NO.: ESX-L-594-25

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CIVIL ACTION

Mt. Laurel

**ANSWER AND OBJECTION BY
INTERESTED PARTY/OBJECTOR
JMF PROPERTIES**

Interested Party/Objector JMF Properties, LLC (“JMF”), the contract purchaser of property at 251 ½ Grove Avenue, Verona, New Jersey (“Property”), by way of Answer and Affirmative Defenses to Petitioner, Township of Verona’s (“Township” or “Plaintiff”) Complaint for Declaratory Judgment (“Complaint”) and pursuant to and in accordance with Section II.B of AOC Directive #14-24 of the Affordable Housing Dispute Resolution Program (the “Program”), N.J.S.A. 52:27D-304.2, - 304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (collectively, the “Amended FHA”), hereby says:

NATURE OF ACTION

1. JMF admits the allegations in Paragraph 1.
2. The allegations contained in Paragraph 2 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the New Jersey Supreme

Court decisions referenced therein for the contents thereof. To the extent the allegations of Paragraph 2 mischaracterize the contents or effect of those judicial decisions, such allegations are denied.

3. The allegations contained in Paragraph 3 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 3 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

4. The allegations contained in Paragraph 4 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Directive referenced therein for the contents thereof. To the extent the allegations of Paragraph 4 mischaracterize the contents or effect of the Directive, such allegations are denied.

5. The allegations contained in Paragraph 5 of the Complaint contain legal arguments and legal conclusions for which no response is required. To the extent the allegations of Paragraph 5 warrant a response, JMF denies that the Township is entitled to the relief requested in Paragraph 5.

JURISDICTION AND VENUE

6. The allegations contained in Paragraph 6 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the statute referenced therein for the contents thereof. To the extent the allegations of Paragraph 6 mischaracterize the contents or effect of the statute, such allegations are denied.

7. The allegations contained in Paragraph 7 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA and Directive referenced therein for the contents thereof. To the extent the allegations of Paragraph 7

mischaracterize the contents or effect of the Amended FHA or Directive, such allegations are denied.

8. JMF admits the allegations in Paragraph 8.

FACTUAL AND PROCEDURAL BACKGROUND

9. JMF admits the allegations in Paragraph 9.

10. JMF denies the allegations in Paragraph 10.

11. The allegations contained in Paragraph 11 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 11 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

12. The allegations contained in Paragraph 12 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Department of Community Affairs (“DCA”) report referenced therein for the contents thereof. To the extent the allegations of Paragraph 12 mischaracterize the contents or effect of the report, such allegations are denied.

13. The allegations contained in Paragraph 13 of the Complaint contain legal conclusions for which no response is required. JMF refers to the DCA report referenced therein for the content thereof. To the extent the allegations of Paragraph 13 mischaracterize the contents or effect of the DCA report, such allegations are denied.

14. The allegations contained in Paragraph 14 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 14 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

15. JMF denies the allegations in Paragraph 15.

16. JMF denies the allegations in Paragraph 16.

17. The allegations contained in Paragraph 17 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 17 mischaracterize the contents or effect of the Resolution, such allegations are denied.

18. The allegations contained in Paragraph 18 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 18 mischaracterize the contents or effect of the Resolution, such allegations are denied.

COUNT ONE
(JURISDICTION PURSUANT TO A4)

19. JMF repeats and realleges its responses to the foregoing paragraphs as if fully set forth herein.

20. The allegations contained in Paragraph 20 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 20 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

21. The allegations contained in Paragraph 21 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA

referenced therein for the contents thereof. To the extent the allegations of Paragraph 21 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

22. The allegations contained in Paragraph 22 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the directive issued by the Acting Administrative Director of the Court on or about December 13, 2024, referenced therein for the contents thereof. To the extent the allegations of Paragraph 22 mischaracterize the contents or effect of the directive, such allegations are denied.

23. The allegations contained in Paragraph 23 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the directive issued by the Acting Administrative Director of the Court on or about December 13, 2024, referenced therein for the contents thereof. To the extent the allegations of Paragraph 23 mischaracterize the contents or effect of the directive, such allegations are denied.

24. The allegations contained in Paragraph 24 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the directive issued by the Acting Administrative Director of the Court on or about December 13, 2024, referenced therein for the contents thereof. To the extent the allegations of Paragraph 24 mischaracterize the contents or effect of the directive, such allegations are denied.

25. The allegations contained in Paragraph 25 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township and directive referenced therein for the contents thereof. To the extent the allegations of Paragraph 25 mischaracterize the contents or effect of the Resolution or directive, such allegations are denied.

26. The allegations contained in Paragraph 26 of the Complaint contain legal arguments and legal conclusions for which no response is required.

COUNT TWO
(DETERMINATION OF OBLIGATION)

27. JMF repeats and realleges its responses to the foregoing paragraphs as if fully set forth herein.

28. The allegations contained in Paragraph 28 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 28 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

29. JMF admits the allegations in Paragraph 29.

30. JMF admits the allegations in Paragraph 30.

31. The allegations contained in Paragraph 31 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 31 mischaracterize the contents or effect of the Resolution, such allegations are denied. JMF denies that the Township was entitled to reduce its Prospective Need to 66 units.

32. The allegations contained in Paragraph 32 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 32 mischaracterize the contents or effect of the Resolution, such allegations are denied.

33. Responding to Paragraph 33, JMF refers to the Resolution referenced therein for the contents thereof. To the extent the allegations of Paragraph 32 mischaracterize the contents or effect of the Resolution, such allegations are denied. JMF denies that the Township was entitled to reduce its Prospective Need to 66 units.

COUNT THREE
(4TH ROUND HEFSP)

34. JMF repeats and realleges its responses to the foregoing paragraphs as if fully set forth herein.

35. The allegations contained in Paragraph 35 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 35 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

36. The allegations contained in Paragraph 36 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 36 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

37. The allegations contained in Paragraph 37 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 37 mischaracterize the contents or effect of the Resolution, such allegations are denied.

38. The allegations contained in Paragraph 38 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent

the allegations of Paragraph 38 mischaracterize the contents or effect of the Resolution, such allegations are denied.

39. The allegations contained in Paragraph 39 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Resolution adopted by the Mayor and Council of the Township referenced therein for the contents thereof. To the extent the allegations of Paragraph 39 mischaracterize the contents or effect of the Resolution, such allegations are denied. JMF denies that the Fourth Round HEFSP complies with the Amended FHA.

COUNT FOUR (IMMUNITY)

40. JMF repeats and realleges its responses to the foregoing paragraphs as if fully set forth herein.

41. The allegations contained in Paragraph 41 of the Complaint contain legal arguments and legal conclusions for which no response is required. JMF refers to the Amended FHA referenced therein for the contents thereof. To the extent the allegations of Paragraph 41 mischaracterize the contents or effect of the Amended FHA, such allegations are denied.

42. The allegations contained in Paragraph 42 of the Complaint contain legal arguments and legal conclusions for which no response is required. To the extent the allegations of Paragraph 42 warrant a response, JMF denies that the Township is entitled to the relief requested in Paragraph 42.

43. JMF denies the allegations in Paragraph 43 in its entirety and denies that the Fourth Round HEFSP complies with the Amended FHA.

WHEREFORE, JMF demands the following relief:

- a. Denying the Township's request for declaratory relief;

- b. Declaring that the Township has not provided a realistic opportunity for its fair share of the regional need for affordable housing.
- c. An Order invalidating the Township's and Planning Board's Housing Element and Fair Share Plan ("HEFSP") adopted June 19, 2025, and directing the Township to adopt a constitutional, lawful and valid HEFSP including JMF's Property;
- d. An Order directing the Township to adopt a compliance plan and zoning ordinances that include JMF's Property and that will bring the Township into compliance with the Constitution and the Amended FHA;
- e. Denying the Township's request for immunity from builder's remedy suits and all litigation related to its affordable housing obligations; and
- f. Denying all other relief as the Court or the Program deems just or equitable.

RESERVATION OF RIGHTS

JMF reserves the right to amend its answer and objection up to the time of a decision by the Program or the Court.

OBJECTION

In support of this Objection to the Township's Fourth Round HEFSP, pursuant to N.J.S.A. 52:27D-304.1(f)(1)(c), and Affirmative Defenses to the Complaint, JMF hereby says:

1. JMF is the contract purchaser of property located at 251 ½ Grove Avenue, Verona, New Jersey, also known as Block 1201, Lot 12 on the Township's tax maps ("Property").
2. JMF is permitted to bring this objection pursuant to pursuant to the Amended FHA, N.J.S.A. 52:27D-304.1(f)(1)(c) and N.J.S.A. 52:27-304.1(f)(2)(b), challenging, as more fully set forth herein, the Township's adoption of a Fourth Round HEFSP that does not comply with the Amended FHA and Mount Laurel Doctrine.

OVERVIEW

3. JMF's Property, which is approximately 5.54 acres, is located behind a residential neighborhood, with approximately 50 feet of frontage along Grove Avenue (also known as County Route 639). The Property is bounded to the north by Block 1201, Lot 11, which contains a commercial property; to the east by Block 1201, Lot 4, which contains the Township's Water Treatment Facility; to the south by Block 1102, Lots 39 through 45, which each contain a single-family residence; and to the west by Grove Avenue (County Route 639) and Block 1201, Lots 13 through 23, which also each contain a single-family residence. See Planning Report of Christine A. Nazzaro-Cofone, AICP, PP, of Cofone Consulting Group, LLC ("Planning Report"), dated August 26, 2025, at 3, attached hereto and made a part hereof as **Exhibit A**.

4. More specifically, the Property is situated within the Township's C-2 Zone District (Professional Office and Business) and all business activity at the Property ceased around January 2024. The Property is vacant and ready for redevelopment. Id.

5. Land uses within the vicinity of the Property include single- and multi-family residential uses, as well as commercial establishments, educational facilities, public services, industrial uses. Id.

6. The entirety of the Property is located within the State Development and Redevelopment Plan's Metropolitan Planning Area 1 (PA-1). The purpose of the Metropolitan Planning Area is to provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities. Id. at 4.

7. JMF submits that its 5.54-acre Property can accommodate, at minimum, an age-restricted inclusionary development with 180 units. At a set aside of 20% the parcel would yield 36 affordable units, among other inclusionary residential developments. See id. at 2.

8. On June 19, 2025, the Township adopted its Fourth Round HEFSP.

9. While Township's HEFSP references the Property as part of its RDP through the planned provision of limited affordable units and bonus credits by way of an assisted living use, this designation fails to maximize the site's potential contribution. Id. at 4.

10. As proposed, the Township's HEFSP identifies the Property as a supportive credit mechanism rather than fully considering its capacity to deliver a greater number of affordable units.

11. This undermines the HEFSP's constitutional obligation to provide a "realistic opportunity" for the construction of affordable housing.

COUNT ONE

THE TOWNSHIP'S HEFSP VIOLATES PROVISIONS OF THE AMENDED FHA AND THE MOUNT LAUREL DOCTRINE

12. JMF repeats and realleges each allegation in the foregoing paragraphs as if fully set forth herein.

13. N.J.S.A. 52:27-304.1(f)(2)(b) provides that "an interested party may file a response on or before August 31, 2025, alleging that the municipality's fair share plan and housing element are not in compliance with the [Act] or the Mount Laurel Doctrine. [] Any interested party that files a challenge shall specify with particularity which sites or elements of the municipal fair share plan do not comply with the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.) or the Mount Laurel Doctrine, and the basis for alleging such non-compliance."

14. The Township previously filed a Declaratory Judgment action captioned In the Matter of the Application of the Township of Verona, Docket No.: ESX-L-594-25, concerning Mount Laurel compliance issues and seeking the Program's protections.

15. Pursuant to the Amended FHA, the DCA calculated the Township's Fourth Round Prospective Need Obligation to be 173 affordable units and its Present Need Obligation to be 0 units.

16. On January 20, 2025, the Township adopted a Resolution purporting to claim that its Prospective Need obligation is 66 units, thereby seeking a reduction to the DCA's Prospective Need figure. The Township agreed to the Present Need of 0 units.

17. On February 28, 2025, Fair Share Housing Center filed a challenge to the Township's calculations of its Prospective Need obligation and supporting the DCA's calculation.

18. On or about April 2, 2025, following a settlement conference, the Township and Fair Share Housing Center entered into a Mediation Agreement before the Affordable Housing Dispute Resolution Program wherein they agreed the Township has a Fourth Round Fair Share Prospective Need Obligation of 155 units and a present need of 0 units.

19. On April 7, 2025, the Court entered an Order confirming the terms of the Mediation Agreement, namely that the Township has a Fourth Round Fair Share Prospective Need Obligation of 155 units and a present need of 0 units.

20. On or around June 19, 2025, the Township adopted a Fourth Round Housing Element and Fair Share Plan that recognized its Court-Ordered Fourth Round Prospective Need obligation of 177 units but purported to lower its Realistic Development Potential ("RDP") obligation to 57 affordable units by way of an improper and flawed VLA. See Township's HEFSP dated June 19, 2025, at 30.

21. The Amended FHA, N.J.S.A. 52:27-304.1(f)(2)(a), provides that “[a] municipality shall adopt a housing element and fair share plan as provided for by the [Act], and propose drafts of the appropriate zoning and other ordinances and resolutions to implement its present and prospective obligation established in paragraph (1) of this subsection on or before June 30, 2025.” The Housing Element and Fair Share Plan must include the information set forth in N.J.S.A. 52:27-304.1(f)(2)(a).

22. N.J.S.A. 52:27-310(f) provides that a municipality’s HEFSP shall include, among other things, “a consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.”

23. Pursuant to N.J.S.A. 52:27-310.1, a municipality may attempt to adjust its prospective need obligation, through the process set forth in the FHA, based on among other things, “a lack of vacant land.” A municipality shall, in its HEFSP, “identify sufficient parcels likely to redevelop during the current round of obligations to address at least 25 percent of the prospective need obligation that has been adjusted and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.” Further, a municipality “shall exclude from designating, and . . . shall confirm was correctly excluded, as vacant land”: (a) land owned by a local government entity being used for a public purpose; (b) land dedicated for conservation, park land, or open space; (c) any vacant contiguous parcels of land in private ownership of a size which would accommodate fewer than five housing units based on appropriate standards pertaining to housing density; (d) historic sites listed on the State or National Register

of Historic Places; (e) deed restricted agricultural lands; (f) recreational land identified in a master plan; (g) “environmentally sensitive lands where development is prohibited[.]”

A. The VLA is Flawed.

24. Generally, a vacant land analysis requires: (a) an existing land use map; (b) an inventory of vacant parcels by block and lot that includes the acreage and owner of each lot; (c) the exclusion of properties that meet the exclusion criteria set forth above; and (d) an evaluation of the remaining properties for inclusionary residential development. See N.J.A.C. 5:93-4.2.

25. As specified with particularity in the Planning Report of Christine A. Nazzaro-Cofone, AICP, PP, of Cofone Consulting Group, LLC, dated August 26, 2025, the Township’s HEFSP and VLA is not in compliance with the Amended FHA for several reasons.

26. The HEFSP acknowledged that its VLA “identified all vacant private and public lands in the Township as well as underutilized lands such as oversized parking lots and the vacant parts of unconsolidated tracts of land (multiple lots under common ownership that have not been merged into one lot).” See Township’s HEFSP dated June 19, 2025, at 26.

27. Further, the Township’ VLA removes certain preserved and environmentally constrained lands.

28. Despite the foregoing however, and in violation of the Amended FHA and/or N.J.A.C. 5:93-4.2, the Township’s HEFSP has not sufficiently evaluated redevelopment capacity using “updated parcel-level data, updated zoning mechanisms, and enforceable implementation measures” required for Fourth Round compliance. See Planning Report, 1.

29. As set forth in the Planning Report, the Township’s strategy relies predominantly on redevelopment overlays and anticipated inclusionary projects without providing evidence of site control, executed developer agreements, or adopted zoning ordinances. Id.

30. To the extent the Township's HEFSP relies on redevelopment overlays along commercial corridors, certain proposed sites "lack adopted zoning or confirmed developer participation." Id. at 2.

31. The Township's reliance on this type of speculative redevelopment jeopardizes compliance with the Amended FHA.

32. The VLA does not satisfy its Fourth Round obligations because the HEFSP does not identify specific, available, approvable and developable parcels.

B. The JMF Property is Underutilized in the HEFSP.

33. The JMF Property is available, suitable approval and developable as set forth in the Planning Report.

34. The HEFSP references Block 1201, Lot 12 as part of its RDP but underutilizes its potential contribution as an assisted living use as set forth in the Planning Report.

35. N.J.S.A. 52:27D-310(f) requires municipalities to give "particular consideration" to lands of developers who have expressed a commitment to provide affordable housing.

36. Pursuant to N.J.A.C. 5:93-5.3, municipalities may create new low- and moderate-income units within their borders by, among other mechanisms, zoning sites for inclusionary residential development. Municipalities shall designate sites for the production of low- and moderate-income housing that are available, suitable, developable, and approvable as defined in N.J.A.C. 5:93-1.3. The Property can meet each of these standards. See Planning Report, 5-6.

37. The Property is available in that it is controlled by a single, willing property owner who has offered it for inclusion in the Township's HEFSP for age restricted inclusionary residential development. Additionally, the Property has no deed restrictions, covenants, or title

restrictions that would preclude its development as for inclusionary residential development. Id. at 5.

38. The Property is suitable insofar as it is located behind an existing residential development such that the use will fit seamlessly into the neighborhood while providing an appropriate transition in scale and intensity. The Property is also adjacent to compatible land uses, has direct access to an improved public road, and is fully served by public water and sewer infrastructure, with electric and natural gas service available from Public Service Electric & Gas Co. As an added bonus, the Property is also well-served by public transportation given that it is located approximately 2.2 miles from the Upper Montclair Train Station and 2.3 miles from the Mountain Ave Train Station. Both of these stations offer regional and out of state transit options. Finally, the Property is located only one mile from Bloomfield Avenue, which provides access to neighborhood businesses, retail, dining, and employment opportunities, further supporting the site's suitability for residential development. Id. at 6.

39. The Property is developable because it has existing water and sewer infrastructure and access to an improved public road. With respect to environmental concerns, there are no apparent wetlands at the site, nor are there critical slopes or endangered species habitats present. While the Property is located within a FEMA-designated flood zone and is subject to a riparian buffer along the eastern portion of the Property, this does not preclude development. Rather, the entirety of the building along with parking can be constructed without any interruption to the riparian buffer. Put simply, no physical or legal conditions exist that would prevent the construction of affordable housing on this Property. Id. at 5-6.

40. The Property is approvable because it can satisfy all applicable land use, environmental, and infrastructure standards necessary for redevelopment. Although the Property

is not currently zoned for multifamily or senior housing, it meets the area and bulk requirements of the Township's A-1 Multifamily Low-Rise district where "Housing for the elderly" is a permitted use. Id. at 5.

41. Accordingly, the site is approvable, available, developable, and suitable under the standards set forth in N.J.A.C. 5:93-1.3.

42. The Township, as a vacant land municipality, is required to capture affordable housing from redevelopment on parcels not included in the initial calculation of RDP *where there were changed circumstances*. See Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002). When a site becomes available, the municipality must recalculate its RDP to include the tract.

43. The availability of JMF's developer-controlled 5.54 acres for inclusionary residential development rather than an underutilized assisted living use constitutes a clear "changed circumstance."

44. The HEFSP fails to comport with the Amended FHA by underutilizing the JMF Property's redevelopment potential.

45. The HEFSP should be set aside, or the Township should be required to rezone the JMF Property for age-restricted inclusionary development with a 20% set aside of 36 units. Such would meaningfully contribute to satisfying the Township's Fourth Round obligation as set forth in the Planning Report.

WHEREFORE, JMF demands the following relief:

- a. Denying the Township's request for declaratory relief;
- b. Declaring that the Township has not provided a realistic opportunity for its fair share of the regional need for affordable housing;

- c. An Order invalidating the Township's HEFSP adopted June 19, 2025, and directing the Township to adopt a constitutional, lawful and valid HEFSP;
- d. An Order directing the Township to adopt a compliance plan and zoning ordinances and that will bring the Township into compliance with the Constitution and the Amended FHA;
- e. Denying the Township's request for immunity from builder's remedy suits and all litigation related to its affordable housing obligations; and
- f. Denying all other relief as the Court or the Program deems just, proper, or equitable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:5-1(c) and Rule 4:25-4, the Court is hereby advised that Paul G. Jemas, Esq. is hereby designated as trial counsel.

CERTIFICATION

I hereby certify, that to the best of my knowledge, in accordance with Rule 4:5-1, this Complaint is not the subject of any other action pending in any court. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in this action at the present time. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(c).

PAUL G. JEMAS, ESQ., P.C.

*Attorneys for Interested Party/Objector,
JMF Properties, LLC*

By: /s/ Paul G. Jemas

Paul G. Jemas

Dated: August 29, 2025

EXHIBIT A

*Christine A. Cofone, PP, AICP
Principal*



COFONE CONSULTING GROUP
LAND USE CONSULTANTS

CONSULTING REPORT

251 Grove Avenue
Block 1201, Lot 12

Prepared for:

JMF Properties

Prepared by:

Cofone Consulting Group
52 Reckless Place
Red Bank, New Jersey 07701

August 27, 2025

Christine A. Nazzaro-Cofone, AICP, PP
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I. INTRODUCTION

This formal objection is respectfully submitted to raise concerns regarding the compliance of The Township of Verona's Fourth Round Housing Element and Fair Share Plan ("HEFSP"). As outlined below, the Plan appears not to fully satisfy the Township's obligations under the Mount Laurel doctrine, the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), and the applicable regulations at N.J.A.C. 5:93 et seq.

II. GROUNDS FOR OBJECTION

This objection focuses on the Township of Verona's reliance on a Vacant Land Adjustment (VLA) adopted as part of its HEFSP without fully demonstrating compliance with the updated statutory framework established under P.L. 2024, c.2. While Verona's 2025 VLA removes certain preserved and environmentally constrained lands, the Township has not sufficiently evaluated redevelopment capacity using updated parcel-level data, updated zoning mechanisms, and enforceable implementation measures required for Fourth Round compliance.

Although Verona reached a 2025 Settlement Agreement with Fair Share Housing Center ("FSHC") on March 14, 2025 setting its Fourth Round Prospective Need at 155 units, the Township's strategy relies heavily on redevelopment overlays and anticipated inclusionary projects without providing binding evidence of site control, executed developer agreements, or adopted zoning ordinances. Under the current legal framework, this approach raises serious concerns regarding whether the Plan establishes a realistic opportunity for producing affordable housing as required under Mount Laurel IV.

This objection is submitted with the goal of improving the Plan. It reflects a desire to see the Township meet its obligations while maintaining the trust of its residents, the credibility of its land use framework, and the integrity of the public planning process. The inclusion of viable, implementable sites is not optional; it is essential to meeting the constitutional requirement to create a realistic opportunity for the development of affordable housing within the statutory time horizon.

P.L. 2024, c.2 imposes specific zoning obligations on municipalities that receive a VLA in the Fourth Round. Under N.J.S.A. 52:27D-310.1(a), any municipality that obtains a VLA based on a shortage of vacant land must, within its HEFSP, identify parcels likely to undergo redevelopment to meet at least 25% of its adjusted prospective need. These parcels must also be realistically zoned for inclusionary development through binding ordinances – zoning that actually allows construction, not merely conceptual or contingent measures.

While Verona's HEFSP relies on redevelopment overlays along commercial corridors, several proposed sites lack adopted zoning or confirmed developer participation. Without enforceable mechanisms, the Township's reliance on aspirational redevelopment renders portions of the Plan speculative rather than compliant. Courts have consistently held, including in Fair Share Housing Center v. Cherry Hill, 173 N.J. 20 (2002), that municipalities claiming limited development potential must reassess their Realistic Development Potential (RDP) in light of viable sites, new infrastructure, and changed circumstances.

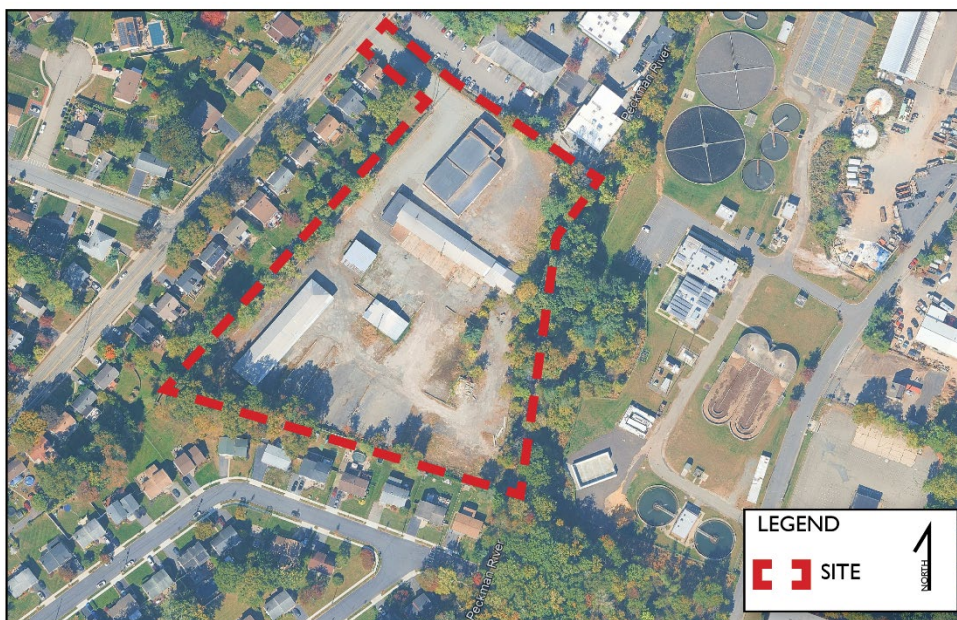
In this context, a VLA cannot satisfy Fourth Round obligations if the Township fails to identify specific, available, approvable, and developable parcels supported by actionable zoning and implementable timelines.

The below analysis presents a site that is available, suitable approvable and developable and should be considered for the production of affordable housing at an appropriate density.

III. PROPOSED DEVELOPMENT

The proposed development plan for Block 1201, Lot 12 ("the Site") involves the redevelopment of an existing industrial property to accommodate an age-restricted inclusionary multi-family residential development. The Site encompasses approximately 5.54 acres and has approximately 50 FT of frontage along Grove Avenue (County Route 639). Under the proposed conditions, all existing structures will be removed to allow for the construction of a 180-unit senior housing development with a 20% affordable unit set aside (36 units).

AERIAL IMAGERY



BOUNDARY IS APPROXIMATE
SOURCE: GOOGLE EARTH AERIAL IMAGERY DATED OCTOBER 2024

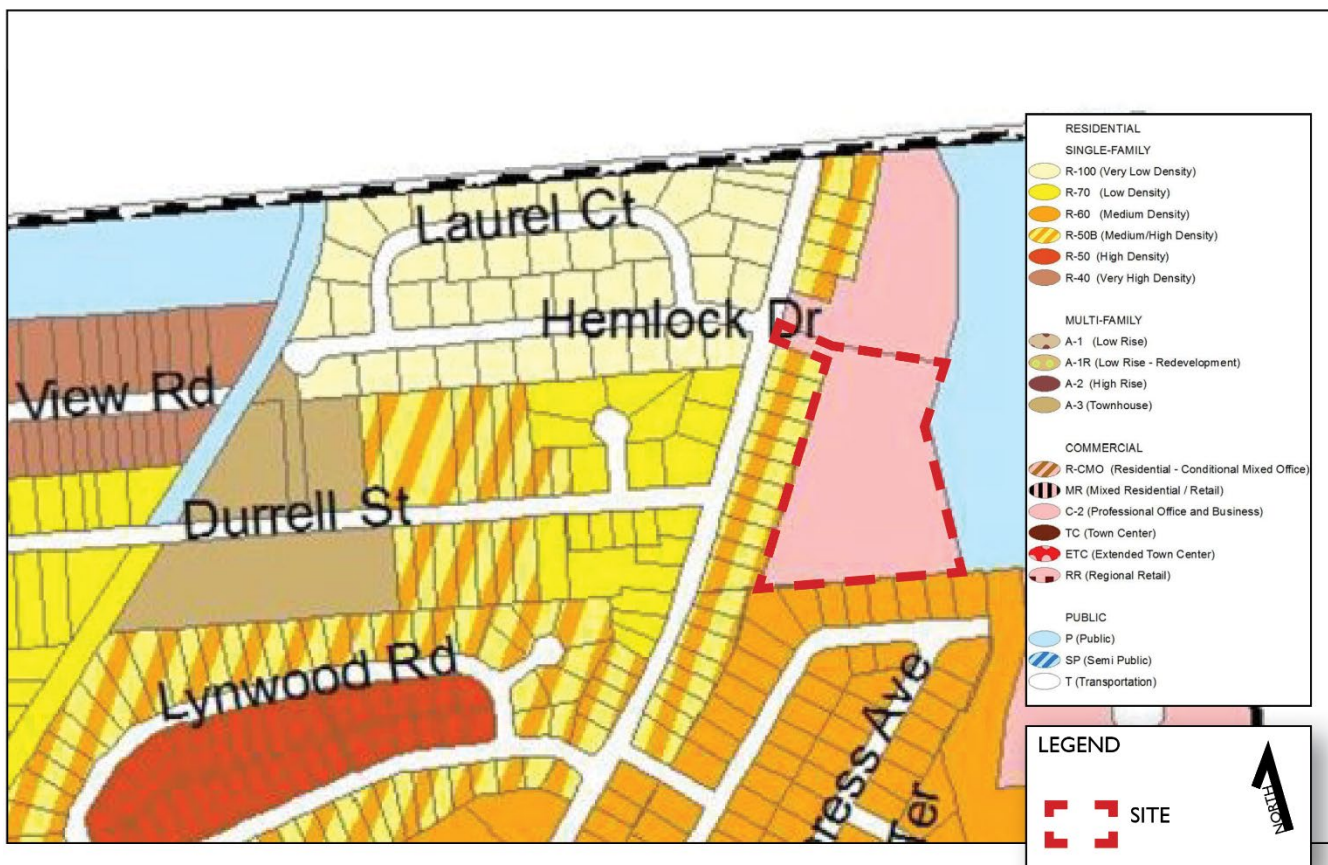
IV. SITE DESCRIPTION

The 5.54-acre Site is tucked away behind a residential neighborhood, with approximately 50 FT of frontage along Grove Avenue (County Route 639). The Site is located within the Townships C-2 Zone District (Professional Office and Business) and is currently improved with five existing structures, historically used for garage and warehouse space. However, as of January 2024, all commercial operations have ceased and all tenants have vacated the property. The existing structures remain in place, but the property is effectively vacant and available for redevelopment.

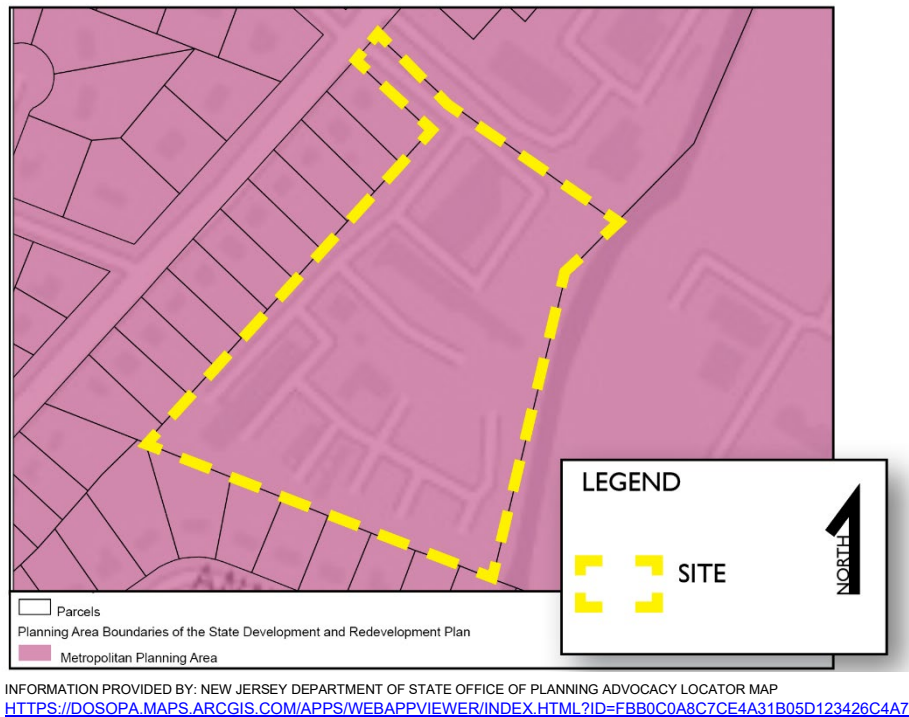
The Site is bounded to the north by Block 1201, Lot 11, which contains a commercial property; to the east by Block 1201, Lot 4, which contains the Township's Water Treatment Facility; to the south by Block 1102, Lots 39 through 45, which each contain a single-family residence; and to the west by Grove Avenue (County Route 639) and Block 1201, Lots 13 through 23, which also each contain a single-family residence.

Land uses within the vicinity of the Site include single- and multi-family residential uses, as well as commercial establishments, educational facilities, public services, industrial uses.

ZONING MAP



STATE DEVELOPMENT AND REDEVELOPMENT PLAN CLASSIFICATION



The entirety of the Site is located within the State Development and Redevelopment Plan's Metropolitan Planning Area 1 (PA-1). The purpose of the Metropolitan Planning Area is to provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities.

V. UNDER-UTILIZATION OF DEVELOPER-CONTROLLED TRACT

While the Township's HEFSP references Block 1201, Lot 12 as part of its RDP through the planned provision of limited affordable units and bonus credits via an assisted living use, this designation fails to maximize the site's potential contribution.

As proposed, the HEFSP treats the property primarily as a supportive credit mechanism rather than fully considering its capacity to deliver a substantial number of affordable units.

This limited treatment undermines the Plan's constitutional obligation to provide a 'realistic opportunity' for the construction of affordable housing.

VI. SITE SUITABILITY EVALUATION OF THE SUBJECT SITE

N.J.S.A. 52:27D-310(f) requires municipalities to give "particular consideration" to lands of developers who have expressed a commitment to provide affordable

housing.

Under N.J.A.C. 5:93-1.3 and 5.3, a site must be approvable, available, developable, and suitable. Case law confirms that municipalities may not disregard sites that meet these criteria. *Toll Bros.*, 173 N.J. at 520.

The regulations require that every compliance site be approvable, available, developable, and suitable. N.J.A.C. 5:93-1.3 and 5.3. Courts have made clear that municipalities may not rely on theoretical designations, but must show that sites are realistically feasible. *Toll Bros., Inc. v. W. Windsor Twp.*, 173 N.J. 502, 520 (2002); *Mount Laurel II*, 92 N.J. 158, 258–59 (1983). Applied here, the property located at 251 Grove Avenue (Block 1201, Lot 12) satisfies each prong of the test, yet the Township of Verona excludes it from the HEFSP.

The Site meets all four prongs of site suitability. Developing inclusionary housing on both under-utilized commercial parcels is consistent with sound public planning, as recognized, for instance, in the availability of bonus credits for such sites, under the recent amendments to the Fair Housing Act.

Block 1201, Lot 12

Available

The parcel is owned by a single, willing property owner who has offered it for inclusion in Verona's Fair Share housing requirement. No legal claims, liens, or title encumbrances exist that would prevent development or timely disposition.

Approvable

The Site can meet all applicable land use, environmental, and infrastructure standards necessary for redevelopment. While the Site is not currently zoned for multifamily or senior housing, it meets the area and bulk requirements of the Townships A-1 Multifamily Low-Rise district where "Housing for the elderly." is a permitted use. The A-1 zone requires a minimum of 4 acres lot area, and a maximum height of 35 feet – the subject lot is over 5 acres, and the proposal is for 3 stories. The Site is located within the town's designated sewer service area. The Site could readily be approved through a rezoning or redevelopment designation, both of which are squarely within the Town's planning authority to do so and consistent with its adopted planning framework.

Developable

The Site is served by public water and sewer, and has direct frontage on an improved public road. Environmental documentation confirms that there are no apparent wetlands, critical slopes or endangered species habitats presents. While the Site is located within a FEMA-designated flood zone and is subject to a riparian buffer along the eastern portion of the property, this does not preclude development. The entirety of the building along with parking can be constructed

without any interruption to the riparian buffer. Additionally, creative design and engineering techniques, such as elevation, floodproofing and resilient Site planning can be employed to effectively mitigate potential flood risk.

The Site contains a known environmental contamination for historic fill. This historic fill boundary is within the riparian buffer boundary and does not encompass much more than that portion of the Site. This condition may be addressed through appropriate remediation in accordance with NJDEP regulations and does not constitute a barrier to development. There are no physical or legal conditions that would prevent the construction of affordable housing on this Site.

Suitable

Given the Site's location, surrounding land uses, and overall accessibility, the Site is suitable for an age-restricted inclusionary residential development. As the Site is tucked away behind an existing residential development, the use will fit seamlessly into the neighborhood fabric while providing an appropriate transition in scale and intensity. The Site is adjacent to compatible land uses, benefits from direct access to an improved public road, and is fully served by public water and sewer infrastructure, with electric and natural gas service available from Public Service Electric & Gas Co.

The site is also well-served by public transportation, located approximately 2.2 miles from the Upper Montclair Train Station and 2.3 miles from the Mountain Ave Train Station, offering regional and out of state transit options. Additionally, the site is located approximately 1.1 miles from Bloomfield Ave (C.R. 506), which provides access to neighborhood businesses, retail, dining, and employment opportunities, further supporting the site's suitability for residential development.

These conditions satisfy the preference for sites where infrastructure is currently available or imminently accessible.

By any measure, the tract is suitable. While the HEFSP allocates limited affordable housing credits for an assisted living component on the Site, the Township's approach fails to consider its broader redevelopment potential. Given the Site's size, infrastructure availability, connectivity, and location, it could support a more useful inclusionary development yielding significantly more affordable units than currently credited in the Plan. By undercounting the Site's potential contribution, the HEFSP understates the Township's realistic development opportunities.

VII. CONCLUSION

While Block 1201, Lot 12 is referenced within the Township's HEFSP as contributing a limited number of affordable housing credits through an assisted living use, the Plan significantly underutilizes the Site's redevelopment potential. The Site is approvable, available, developable, and suitable under the standards set forth in

N.J.A.C. 5:93-1.3 and controlling case law, including Toll Bros. v. West Windsor Twp., 173 N.J. 502 (2002), and Mount Laurel II, 92 N.J. 158 (1983). Developing the property for an age-restricted inclusionary development, with a 20% set aside of 36 units would meaningfully contribute toward satisfying the Townships prospective need obligation, provide a compatible and seamless transition between residential and more intense uses, and support the statutory goal of creating a realistic opportunity for the construction of age-restricted affordable housing.



New Jersey Judiciary
Civil Practice Division

Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

For Use by Clerk's Office Only


Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
Attorney/Pro Se Name Paul G. Jemas		Telephone Number (973) 228-0064 ext.		County of Venue Essex
Firm Name (if applicable) Paul G. Jemas, Esq., P.C.			Docket Number (when available) ESX-L-594-25	
Office Address - Street 38 Roseland Avenue		City Roseland	State NJ	Zip 07068
Document Type Answer/Objection			Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) JMF Properties, LLC		Caption IMO Township of Verona		
Case Type Number (See page 3 for listing) <u>816</u>				
Are sexual abuse claims alleged?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this case involve claims related to COVID-19?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this a professional malpractice case? If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Related Cases Pending? If "Yes," list docket numbers			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you anticipate adding any parties (arising out of same transaction or occurrence)?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of defendant's primary insurance company (if known)			<input type="checkbox"/> None	<input checked="" type="checkbox"/> Unknown

The Information Provided on This Form Cannot be Introduced into Evidence.**Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation**Do parties have a current, past or recurrent relationship? ☐ Yes ☒ No

If "Yes," is that relationship:

☐ Employer/Employee ☐ Friend/Neighbor ☐ Familial ☐ Business☐ Other (explain) _____Does the statute governing this case provide for payment of fees by the losing party? ☐ Yes ☒ No

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

 Do you or your client need any disability accommodations? ☐ Yes ☒ No
If yes, please identify the requested accommodation:Will an interpreter be needed? ☐ Yes ☒ No
If yes, for what language?**I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).**Attorney/Self-Represented Litigant Signature: /s/ Paul G. Jemas, Esq.

Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES

(Choose one and enter number of case type in appropriate space on page 1.)

Track I - 150 days discovery

- 151 Name Change
- 175 Forfeiture
- 302 Tenancy
- 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 Book Account (debt collection matters only)
- 505 Other Insurance Claim (including declaratory judgment actions)
- 506 PIP Coverage
- 510 UM or UIM Claim (coverage issues only)
- 511 Action on Negotiable Instrument
- 512 Lemon Law
- 801 Summary Action
- 802 Open Public Records Act (summary action)
- 999 Other (briefly describe nature of action)

Track II - 300 days discovery

- 305 Construction
- 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))
- 599 Contract/Commercial Transaction
- 603N Auto Negligence – Personal Injury (non-verbal threshold)
- 603Y Auto Negligence – Personal Injury (verbal threshold)
- 605 Personal Injury
- 610 Auto Negligence – Property Damage
- 621 UM or UIM Claim (includes bodily injury)
- 699 Tort – Other

Track III - 450 days discovery

- 005 Civil Rights
- 301 Condemnation
- 602 Assault and Battery
- 604 Medical Malpractice
- 606 Product Liability
- 607 Professional Malpractice
- 608 Toxic Tort
- 609 Defamation
- 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
- 617 Inverse Condemnation
- 618 Law Against Discrimination (LAD) Cases

Track IV - Active Case Management by Individual Judge / 450 days discovery

156 Environmental/Environmental Coverage Litigation
 303 Mt. Laurel
 508 Complex Commercial
 513 Complex Construction
 514 Insurance Fraud
 620 False Claims Act
 701 Actions in Lieu of Prerogative Writs

Multicounty Litigation (Track IV)

282 Fosamax
 291 Pelvic Mesh/Gynecare
 292 Pelvic Mesh/Bard
 293 DePuy ASR Hip Implant Litigation
 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components
 300 Talc-Based Body Powders
 601 Asbestos
 624 Stryker LFIT CoCr V40 Femoral Heads
 626 Abilify
 627 Physiomesh Flexible Composite Mesh
 628 Taxotere/Docetaxel
 629 Zostavax
 630 Proceed Mesh/Patch
 631 Proton-Pump Inhibitors
 633 Prolene Hernia System Mesh
 634 Allergan Biocell Textured Breast Implants
 635 Tasigna
 636 Strattice Hernia Mesh
 637 Singulair
 638 Elmiron
 639 Pinnacle Metal-on-Metal (MoM) Hip Implants

If you believe this case requires a track other than that provided above, please indicate the reason on page 1, in the space under “Case Characteristics”.

Please check off each applicable category

☐ **Putative Class Action** ☐ **Title 59** ☐ **Consumer Fraud**
☐ **Medical Debt Claim**