

**TOWNSHIP OF VERONA  
FOURTH ROUND HOUSING ELEMENT  
AND FAIR SHARE PLAN**

**APPENDICES**

# APPENDIX

## 1

### SPENDING PLAN & RESO. OF INTENT TO FUND

# SPENDING PLAN

## BACKGROUND

The Township of Verona adopted its first Development Fee ordinance on March 5, 2007 (approved by COAH on May 3, 2007) setting fees to be levied on developers of non-residential development or residential development not having an affordable housing set-aside. The Township most recently prepared and approved a Trust Fund Spending Plan as part of its Third Round Fair Share Plan adoption in 2023.

As of December 31, 2024, the Township's affordable housing trust fund had a balance of **\$127,428.69**. All development fees, other income, and interest generated by the fund are kept in an interest-bearing affordable housing trust fund account at Citizens Bank for these purposes, with separate journal entries for the differing revenue and expenditure items.

The Township seeks approval that the expenditures of funds contemplated under the Township's HEFSP and 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 final approval of the Township's HEFSP and Spending Plan.

As of the writing of this Spending Plan, the New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency are in the process of adopting new rules that may impact the use of affordable housing trust funds; specifically, the draft amended Uniform Housing Affordability Controls rules at N.J.A.C. 5:80-26.1 et seq. and affordable housing rules at N.J.A.C. 5:99-1 et seq. The Township reserves the right to amend this Spending Plan as needed to comply with or properly reference the new rules at such time that they are adopted.

## REVENUES

The Township anticipates the following forms of revenue during the Fourth Round:

1. **Development Fees:** From February of 2017 through December of 2024, the Township collected \$712,206.76 in development fees, \$289,627 of which was collected from a single project (Annin Lofts) and only about forty-thousand dollars was collected from non-residential portions of mixed-use development. The Township has collected an average of approximately \$20,000 in development fees each year. The projected development fees account for:
  - ▶ Residential and nonresidential projects that have had development fees imposed upon them at the time of preliminary or final development approvals.
  - ▶ All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy.
  - ▶ Future development that is likely to occur based on historical rates of development.

The Spending Plan takes a somewhat conservative approach to projecting revenues over the next 10 years, in that it assumes a slow down in development over the first five years due to economists warnings about the impacts of Q1-2025 tariffs on building activity about the likelihood of recession. An assumed inflation rate of 2% is applied for the years 2030 to 2035.

Also considered in the Spending Plan is the potential for several thousand square feet of ground floor commercial space in mixed-use inclusionary projects included in the Fourth Round Housing Element and Fair Share Plan.

2. **Payments In-Lieu of Constructing Units (PIL):** The Township of Verona expects to receive a payment of \$3.25 million from the Third Round Spectrum 360 project, which will be paid into the Affordable Housing Trust Fund and immediately used to pay down a portion of the \$8 million of debt the Township took on related to the Municipally Sponsored Third Round Verona Flats project. The PIL agreement was negotiated as part of the Third Round Plan, prior to the passing of P.L. 2024, c.2 which appears to prohibit future PIL agreements. The project has been given a permit extension based upon water service to its site.

3. Projected interest: The Spending Plan assumes an average annual interest rate of 3% over the 10 years between 2025 and 2035.
4. Security Deposit Assistance Repayments: The Township's Security Deposit Affordability Assistance Program described elsewhere in this Spending Plan will make zero-interest loans to affordable housing renters to cover security deposits for affordable rental units. These loans must be paid back at such time that the recipient vacates the rental unit. The Township's spending plan accounts for the possibility that approximately one-third of these payments will be recycled into the trust fund starting in 2028.

Spending Plan Chart 1. Projected Revenues through June 30, 2035

REVENUE SOURCE	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL
DEV. FEES	\$15,000	\$20,000	\$20,000	\$22,000	\$20,000	\$20,400	\$20,808	\$21,224	\$21,649	\$22,082	\$11,262	\$214,424
INTEREST	\$427	\$487	\$547	\$613	\$673	\$734	\$796	\$860	\$925	\$991	\$1,025	\$8,083
PAYMENTS IN LIEU		\$3.25M										\$3.25M
OTHER				\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		\$35,000
TOTALS	\$15,427	\$3.27M	\$20,547	\$27,613	\$25,673	\$26,134	\$26,605	\$27,085	\$27,574	\$28,073	\$12,287	\$3.5M

#### ADMINISTRATIVE MECHANISMS TO COLLECT AND DISTRIBUTE FUNDS

The following steps for the collection and distribution of development fee revenues shall be followed by Verona Township.

- A. Collection of development fee revenues. All collection of development fee revenues will be consistent with Article XXI of the Township's Zoning Ordinance and the requirements of N.J.S.A. 40:55D-8.1 through -8.7.
- B. Distribution of development fee revenues. The Municipal Affordable Housing Administrator, in concert with the Township Manager and Chief Financial Officer will process the distribution of funds. The release of such funds requires the adoption of a resolution by the Township Council. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

#### DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The Township understands that pursuant to N.J.S.A. 52:27D-329.2 and 329.3 it is required to "commit" all collected revenues for expenditure within four (4) years from the date of collection. This Spending Plan shall constitute a commitment to spend or reserve its current trust fund balance and projected revenues for permitted and through June 30, 2035.

At least 30% of collected development fees, excluding expenditures made from the affordable housing trust fund, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the Fair Share Plan. Additionally, no more than 20% of the revenues collected from development fees and from PILs collected prior to the adoption of the Roberts Bill (P.L. 2008, c. 46), shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a housing element and fair share plan, and/or an affirmative marketing program. In the event that rules or statutes are adopted by the NJ DCA or the legislature which modify these requirements, the Township will comply and amend this Spending Plan as may be necessary.

Verona Township proposes to use the funds in the trust fund for the below listed items, pursuant to the Fair Housing Act and applicable regulations, during the Fourth Round:

- Affordability assistance to very-low, low- and moderate-income buyers and renters of affordable housing units to lower the up-front costs of purchasing or renting a home through closing cost



assistance, rental assistance, and security deposit assistance;

- ▶ Consistent with its Third Round Spending Plan, the Township will use the anticipated payment in-lieu of \$3.25 million from the Spectrum 360 Redevelopment to pay down debt accumulated by the Township in the Third Round relation to the Verona Flats 100%-affordable project;
- ▶ Permitted administrative costs including professional fees for the creation and implementation of the Fair Share Plan; and
- ▶ Any revenues not committed to affordability assistance, debt-payment on Verona Flats, or administrative costs will be committed to one of the following affordable housing purposes:
  1. Increasing the set-aside on one of the projects meeting the Township's Fourth Round obligation;
  2. Assisting a special needs housing provider to provide housing for its client population in one of the projects meeting the Township's Fourth Round obligation;
  3. Additional funds committed to affordability assistance; or
  4. Another permitted housing purpose.

For any other uses of affordable housing trust funds, the Township shall amend the Spending Plan in accordance with applicable laws and regulations.

#### AFFORDABILITY ASSISTANCE

Verona Township is required to spend a minimum of 30 percent of development fee revenue and interest to render existing affordable units more affordable. At least one-third of that amount must be dedicated to very-low income households (i.e. households earning less than 30 percent of the regional median income) or to create very-low income units.

As most of the units in the Township's Third and Fourth Round plans are rental, the focus of the Township's affordability assistance program will be Security Deposit Assistance; however, the Township will devote a portion of its Affordability Assistance funding toward a Closing Cost Assistance Program. These programs are described at "[Affordability Assistance Programs](#)" on page 5.

Spending Plan Chart 2. Required Minimum Affordability Assistance Spending

ACTUAL DEVELOPMENT FEES & INTEREST THRU 2024		\$712,206.76
DEVELOPMENT FEES PROJECTED 2025-2035	+	\$214,424
INTEREST PROJECTED 2025-2035	+	\$8,083
LESS DEVELOPMENT FEES EXPENDED ON REHABILITATION	-	\$440.00
LESS DEVELOPMENT FEES EXPENDED ON RCA	-	0
LESS DEVELOPMENT FEES EXPENDED ON HOUSING	-	\$416,531
<b>TOTAL</b>	<b>=</b>	<b>\$517,743</b>
30 PERCENT OF DEVELOPMENT FEE AND INTEREST REVENUES	x 0.30 =	\$155,323
LESS AFFORDABILITY ASSISTANCE EXPENDITURES TO DATE	-	\$-
<b>PROJECTED MINIMUM AFFORDABILITY ASSISTANCE REQUIREMENT</b>	<b>=</b>	<b>\$155,323</b>
<b>PROJECTED MINIMUM VERY LOW-INCOME AFFORDABILITY ASSISTANCE REQUIREMENT</b>	<b>+ 3 =</b>	<b>\$51,774</b>

#### ADMINISTRATION

The Township is prohibited from spending more than 20% of collected development fees and interest deposited into its trust fund towards "administration" costs. These costs include the costs of administering affordable housing programs, preparing the housing plan, and legal and professional costs related to the preparation and implementation of the Housing Plan.

Spending Plan Chart 3. Administrative Spending Cap

DEVELOPMENT FEES/INTEREST COLLECTED THROUGH 2024		\$712,207
PAYMENT-IN-LIEU OF CONSTRUCTION THROUGH JULY 17, 2008	+	\$-
DEVELOPMENT FEES PROJECTED 2025-2035	+	\$214,424
INTEREST PROJECTED H2 2024 - H1 2025	+	\$8,083
<b>TOTAL</b>	<b>=</b>	<b>\$934,714</b>
20 PERCENT OF DEVELOPMENT FEE AND INTEREST REVENUES	x 0.20 =	\$186,943
LESS ADMINISTRATIVE EXPENDITURES TO DATE	-	160,926.06
<b>PROJECTED ALLOWED THIRD ROUND ADMINISTRATIVE EXPENDITURES</b>	<b>=</b>	<b>\$26,017</b>

#### FOURTH ROUND SPENDING PLAN SCHEDULE

This Spending Plan anticipates that the Township will receive and transfer the PIL from Spectrum 360 in 2025, although 2026 is also possible. Additionally, the Township's affordability assistance programs created in the Third Round continue to operate and will be ready to dispense funds according to the program plan immediately in 2025.

Spending Plan Chart 4. Spending Schedule

PROGRAM	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL
AFFORDABILITY ASSISTANCE	\$7,766	\$15,532	\$15,532	\$15,532	\$15,532	\$15,532	\$15,532	\$15,532	\$15,532	\$15,532	\$7,766	\$155,323
ADMIN.	\$26,017											\$26,017
VERONA FLATS DEBT			\$3.25M									\$3.25M
OTHER SPENDING	\$50,000	\$50,000	\$50,000	\$53,596								\$203,596
<b>TOTAL</b>	<b>\$83,783</b>	<b>\$65,532</b>	<b>\$3.31M</b>	<b>\$69,128</b>	<b>\$15,532</b>	<b>\$15,532</b>	<b>\$15,532</b>	<b>\$15,532</b>	<b>\$15,532</b>	<b>\$15,532</b>	<b>\$7,766</b>	<b>\$3.63M</b>

#### THIRD ROUND SPENDING PLAN SUMMARY

The Township anticipates receiving \$3,507,507 in revenues into its trust fund between January 1, 2025 and June 30, 2035; and this Spending Plan commits to spending or reserving all projected revenues during that time for permitted and required affordable housing purposes.

Spending Plan Chart 5. Third Round Spending Summary

<b>BALANCE AS OF JANUARY 1, 2025</b>	<b>\$235,486</b>
<b>PROJECTED REVENUES Q4 2022- H1 2025</b>	
1. DEVELOPMENT FEES	\$214,424
2. PAYMENTS IN LIEU OF CONSTRUCTION	\$8,083
3. INTEREST	\$3,250,000
4. OTHER REVENUES	\$35,000
<b>TOTAL REVENUE</b>	<b>\$3,507,507</b>
<b>PLUS BALANCE</b>	<b>\$3,634,936</b>
<b>PROJECTED SPENDING Q4 2022- H1 2025</b>	
1. AFFORDABILITY ASSISTANCE	\$155,323
ADMINISTRATION	\$26,017
REHABILITATION	\$-
SUBSIDY	\$203,596
PAY DOWN BONDS (PIRHL)	\$3,250,000
<b>TOTAL EXPENDITURES</b>	<b>\$3,634,936</b>
<b>BALANCE ON JULY 1, 2035</b>	<b>\$0</b>

# AFFORDABILITY ASSISTANCE PROGRAMS

The Township will fund the following affordability assistance programs. These programs may be revisited at a later date for compliance with new rules anticipated from the State.

## SECURITY DEPOSIT ASSISTANCE PROGRAM

1. Purpose. To offset the financial hardship likely to occur when an income qualified household signs a lease and is required to pay both the first month's rent and a security deposit (generally the equivalent of one month's rent). Payment of the security deposit out of the affordable housing trust fund alleviates the hardship to the household. However, as with any lease agreement, the tenant will be liable for damage to the unit or any other violation of the lease agreement.
2. Target Population. Very-low, low, and moderate-income households moving into affordable housing units in Verona. Priority will be given to very-low income households.
3. Basis for Funding. The assistance will be provided in the form of an interest-free loan paid from the Township directly to the landlord, which must be paid back in full to the Township's affordable housing trust fund when the tenant receiving the subsidy moves out of the unit. Any amount of the security deposit that is withheld by the landlord as a penalty due to damage to the unit or another violation of the lease will be the responsibility of the tenant to pay back to the Township.
4. Administrative Entity/Procedure. The municipal administrative agent will determine availability of funds and qualification of the unit and prospective tenant household for the subsidy and request authorization to disburse funds from the municipality's Chief Financial Officer (CFO). The CFO will release the funds to the administrative agent, who will pay the funds to the landlord at the time the lease is executed by the landlord and qualifying tenant household. Upon return of the security deposit subsidy to the Township's trust fund, the money will become available again for assistance to income qualified renter households.
5. Advertising of Program. Assistance through this program will be provided automatically, as funds are available, upon execution of the lease for an affordable rental unit in the Township. As such, advertising is not necessary.

## CLOSING COST ASSISTANCE

1. Purpose. To offset the financial hardship to low- and moderate-income households when they are required to pay closing costs to purchase a for-sale affordable unit. May include title work and policy, reasonable attorney's fees for closing of title, preparation of survey, homeowner's insurance, recording fees, and other necessary closing expenses to third parties.
2. Target Population. Low- and moderate-income households purchasing affordable for-sale housing units in Verona.
3. Basis for Funding. The Township disburse funds directly to the escrow account for eligible purchasers of affordable for-sale units in the Township upon receiving closing documents. Any utility deposits paid to utility companies are to be returned to the Township's Affordable Housing Trust Fund upon resale of the unit. The buyer will execute documents required to secure payment to Verona Township.
4. Administrative Entity/Procedure. The municipal administrative agent will determine availability of funds and qualification of the unit and prospective tenant household for the disbursement. The municipal administrative agent then requests authorization to disburse funds from the CFO, who disburses funds to the appropriate escrow account. No more than one (1) such disbursement will be offered per household.
5. Advertising of Program. Assistance through this program will be provided automatically, as funds are available, upon the transfer of ownership of an affordable unit in the Township to a qualified household. Advertising of the program to the general public will not be necessary; however, the program information will be placed on the municipal website.

# **APPENDIX**

## **2**

### **NUMBERS RESOLUTION AND SETTLEMENT**

# **EXHIBIT A**



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-25**

A motion was made by Councilwoman McGrath; seconded by Councilman Roman that the following resolution be adopted:

**VERONA 4<sup>TH</sup> ROUND NUMBERS DECLARATORY RESOLUTION**

**WHEREAS**, the State Legislature of the State of New Jersey passed, and, on March 18, 2024, Governor Phil Murphy signed, a Bill commonly known as A4/S50 or P.L. 2024, c.2, hereinafter referred to as the 4<sup>th</sup> Round Rules; and

**WHEREAS**, the 4<sup>th</sup> Round rules abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter "DCA"), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter "DRP"), ordered to be formed by the same law; and

**WHEREAS**, the 4<sup>th</sup> Round rules ordered the DCA to calculate and publish, not later than October 20, 2024, the "Prospective Need" and "Present Need" housing obligations for each municipality in the State of New Jersey according to a methodology based largely upon the methodology approved by the Honorable Mary C. Jacobsen, A.J.S.C. of Mercer County on March 8, 2018 for the 3<sup>rd</sup> Round; and

**WHEREAS**, the Prospective Need represents the need for newly constructed or preserved affordable housing units projected over the next 10 years, calculated for "regions" consisting of three to four counties and allocated to each municipality based upon factors that consider their available vacant land, median household income, and growth in equalized assessed non-residential property value relative to their region. The Township of Verona is located in Region 2, identified in the 4<sup>th</sup> Round rules as consisting of all municipalities in Essex, Union, Morris, and Warren Counties; and

**WHEREAS**, the Present Need represents the need for rehabilitation of substandard homes in the municipality, occupied by low- and moderate-income households, based upon publicly available local estimates of housing that lacks adequate plumbing or kitchens, is overcrowded, is more than 50 years old, and is likely to be occupied by low- and moderate-income households; and

**WHEREAS**, on October 18, 2024, the DCA published its non-binding calculations of the Prospective and Present Needs for every municipality in New Jersey, which included, for the Township of Verona, a Prospective Need of 173 units and a Present Need of zero (0) units; and

**WHEREAS**, the 4<sup>th</sup> Round rules require that every municipality adopt before January 31, 2025, and upload onto the DRP's website within 48 hours, a binding resolution identifying their affordable housing obligations; and

**WHEREAS**, the rules permit municipalities to either accept the calculations published by DCA or alternative numbers which are based upon the methodology laid out in the 4<sup>th</sup> Round rules; and

**WHEREAS**, DMR Architects, the Township's affordable housing planning consultant, has reviewed the data utilized by the DCA and determined that the 23.9 acres considered in the land capacity factor for allocating regional affordable housing need to Verona Township includes 18.5 acres of lands that have been preserved for open space and recreation purposes but which were not included in the State-level mapping used in DCA's calculations; and

**WHEREAS**, correcting the land capacity factor to account for those 18.5 preserved acres reduces the Township's Prospective Need to 149 units; and

**WHEREAS**, the 4<sup>th</sup> Round rules, as written at Section 23 of P.L.2024, c.2 (C.52:27D-310.1), allow built-out communities to seek an adjustment of their Prospective Need obligations based

on a lack of vacant, available, and environmentally unconstrained land on which to build new homes, called a vacant land adjustment, with the caveat that any municipality seeking a vacant land adjustment shall be required to prepare a Housing Element and Fair Share Plan providing for the satisfaction of not less than 25% of its 149-unit Prospective Need, or 38 units; and

**WHEREAS**, DMR Architects conducted an analysis according to the 4<sup>th</sup> Round rules and methodologies, and concluded that the Township of Verona was eligible to adjust its 149-unit Prospective Need to 66 units, which exceeds the statutory minimum of 25% of the Prospective Need; and

**WHEREAS**, the Planning Board of Verona Township shall adopt not later than June 30, 2025 a Housing Element and Fair Share Plan addressing its Prospective and Present Needs, with the Prospective Need to be adjusted to reflect the results of the vacant land analysis but not below 38 units, pursuant to section 23 of P.L.2024, c.2 (C.52:27D-310.1); and

**WHEREAS**, the Township Council shall adopt not later than March 15, 2026, all ordinances necessary to implement that Plan, as required by the 4<sup>th</sup> Round rules passed by the Legislature and signed by the Governor; and

**WHEREAS**, failure to comply with the 4<sup>th</sup> Round rules – including but not limited to meeting the deadlines stated herein, or declaring affordable housing obligations that are not consistent with the methodologies dictated and endorsed in the 4<sup>th</sup> Round rules – would leave the Township vulnerable to exclusionary zoning or builders’ remedy lawsuits that, if successful, would strip the Township of the zoning powers that enable it to control the location, intensity, and design of multi-unit residential development that would produce affordable housing.

**NOW, THEREFORE, THE FOLLOWING SHALL BE RESOLVED**, by the Township Council of the Township of Verona, Essex County, New Jersey:

1. The Township declares that it has a 149-unit Prospective Need for the 4<sup>th</sup> Affordable Housing Round, based upon the methodology used by the DCA in calculating the Prospective Need but accounting for the protected status of 18.5 of the 23.9 acres of land included in DCA’s calculation of the Township’s land capacity relative to that of its affordable housing region and that reduction complies with the requirements and methodologies in sections 6 and 7 of P.L.2024, c.2 (C.52:27D-304.2 and C.52:27D-304.3); and
2. The Township declares that it has a 0-unit Present Need for the 4<sup>th</sup> Affordable Housing Round, as calculated by the DCA; and
3. The Township has conducted an analysis of its vacant, available land based upon section 23 of P.L.2024, c.2 (C.52:27D-310.1), and estimates that it will be eligible to adjust its Prospective Need to 66 units. The Township reserves the right and opportunity to update this calculation prior to the adoption of its Fourth Round Housing Element and Fair Share Plan; and
4. The Township Planning Board shall adopt, and the Council shall endorse, a Housing Element and Fair Share Plan, not later than June 30, 2025, that addresses the affordable housing obligations above, as may be adjusted in accordance with the N.J.S.A. 52:27D-301 et seq., P.L. 2024, c.2, and applicable case law and determinations of the Affordable Housing Dispute Resolution Program; and
5. The Township specifically reserves all rights and positions, without prejudice, to revoke this resolution and commitment in the event of a successful challenge to P.L. 2024 c.2 in the context of Borough of Montvale, et al. v. State of New Jersey, Docket No. MER-L-1778-24 or any other such action challenging P.L. 2024 c.2 or calculations of Fourth Round Present or Prospective Obligations, or any legislation adopted and signed into law by the Governor of New Jersey altering the deadlines and/or requirements of P.L. 2024 c.2; and

The Township’s Legal Counsel, within 48 hours of the passing of this resolution, file an action with the DRP regarding this resolution in order to maintain the Township’s immunity from exclusionary zoning litigation. The Township Clerk shall publish the filing materials and this resolution on a publicly accessible page of the Township’s website

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON JANUARY 20, 2025.**

  
JENNIFER KIERNAN  
MUNICIPAL CLERK



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-068**

A motion was made by Councilman Roman; seconded by Deputy Mayor McEvoy that the following resolution be adopted:

**AUTHORIZING THE AFFORDABLE HOUSING COUNSEL FOR THE  
TOWNSHIP OF VERONA TO EXECUTE A MEDIATION AGREEMENT  
WITH FAIR SHARE HOUSING CENTER**

**WHEREAS**, on March 20, 2024, Governor Murphy signed P.L. 2024, c.2. into law, which established a new framework for determining and enforcing municipalities' affordable housing obligations under the Mount Laurel doctrine and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the "Amended Act"); and

**WHEREAS**, the Amended Act required the Department of Community Affairs (the "DCA") to prepare a report with the calculation of the regional and municipal Prospective Need and the municipal Present Need for the Fourth Round in accordance with the formula required by the Amended Act; and

**WHEREAS**, the DCA released this report entitled "Affordable Housing Obligations for 2025-2035 (Fourth Round)" on October 18, 2024 (the "DCA Report"); and

**WHEREAS**, the DCA report concluded that the Township's fair share obligations for the Fourth Round included a Present Need of 0 units and a Prospective Need of 173 units; and

**WHEREAS**, the Township Council adopted the required binding resolution of participation on January 20, 2025 (the "Resolution"), proposing to set the Township's affordable housing obligations for the Fourth Round to include a Present Need of 0 units and a Prospective Need of 149 units, and, on January 22, 2025, the Township filed the necessary complaint, with the Resolution annexed thereto as Exhibit A, with the Superior Court of New Jersey initiating a declaratory judgment action bearing Docket No. ESX-L-594-25 (the "DJ Action") before the Affordable Housing Dispute Resolution Program (the "Program"), established pursuant to N.J.S.A. 52:27D-313.2 of the Amended Act, in accordance with the requirements of the Amended Act, and the timeframes set forth in Directive #14-24 issued December 13, 2024 by the Administrative Office of the Courts (the "Directive"); and

**WHEREAS**, in accordance with the timeframes set forth in the Amended Act and the Directive, FSHC filed a timely objection to the Township's Resolution, as presented in the DJ Action, on February 28, 2025; and

**WHEREAS**, FSHC's objection contended that the Township had improperly calculated its Prospective Need obligations and should be required to utilize the calculation prepared by the DCA and set forth within the DCA Report; and

**WHEREAS**, the Township disputes the contentions raised in FSHC's objection; and

**WHEREAS**, the parties have engaged in the mediation process provided by the Program and conferred and reached an accord setting forth the Township's Fourth Round Prospective Need obligation, without either party admitting the validity of the other's claims; and

**WHEREAS**, FSHC and the Township, recognizing that the accord reached by these parties as to the Township's Fourth Round Prospective Need Obligation was reached during the mediation process provided by the Program and prior to the adjudication of any challenges by the Program or any potential subsequent review in the judicial system, by entering into the mediation agreement in the form attached hereto, each acknowledge and agree that 155 units is within the range of possibilities of outcomes in the Program for the Township's Fourth Round Prospective Need; and

**WHEREAS**, resolving the Township's Fourth Round Prospective Need Obligation at this juncture and allowing the Township to move forward with preparing its Fourth Round Housing Element and Fair Share Plan ("Fourth Round HEFSP") is important to the interests of the Township and the interests of lower-income households; and

**WHEREAS**, the Township Council, acknowledging the benefits of resolving the Township's Fourth Round Prospective Need Obligation by way of agreement with FSHC and avoiding any further challenges thereto and thereby avoiding unnecessary costly litigation, consent to the execution of the attached mediation agreement on behalf of the Township and, upon the approval of the fully executed mediation agreement by the Program, setting forth the Township's Fourth Round Present and Prospective Need Obligations and foreclosing FSHC from presenting any further challenge to said obligations.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Verona, Essex County, New Jersey, hereby authorizes and directs the Township's Affordable Housing Counsel, Jaime R. Placek, Esq. of DeCotiis, FitzPatrick, Cole & Giblin, LLP, to execute the mediation agreement in the form attached hereto on behalf of the Township, with such changes thereto that may be deemed appropriate and necessary by the Township's Affordable Housing Legal Counsel, and to take all actions necessary to effectuate the terms set forth in the mediation agreement.

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON MARCH 17, 2025.**

  
JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK





MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE  
RESOLUTION PROGRAM

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF VERONA, DOCKET  
NO. ESX-L-594-25

**THIS MEDIATION AGREEMENT** (the “Mediation Agreement”) is entered into as of the 2nd day of April, 2025 by and between the Township of Verona, a municipal corporation and body politic organized under the laws of the State of New Jersey, with principal offices located at 600 Bloomfield Avenue, Verona, New Jersey 07044 (the “Township” or “Verona”) and Fair Share Housing Center, a non-profit corporation organized and existing under the laws of the State of New Jersey, with principal offices located at 510 Park Boulevard, Cherry Hill, New Jersey 08002 (“FSHC”).

**WHEREAS**, on March 20, 2024, Governor Murphy signed P.L. 2024, c.2. into law, which established a new framework for determining and enforcing municipalities’ affordable housing obligations under the Mount Laurel doctrine and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the “Amended Act”); and

**WHEREAS**, the Amended Act required the Department of Community Affairs (the “DCA”) to prepare a report with the calculation of the regional and municipal Prospective Need and the municipal Present Need for the Fourth Round in accordance with the formula required by the Amended Act; and

**WHEREAS**, the DCA released this report entitled “Affordable Housing Obligations for 2025-2035 (Fourth Round)” on October 18, 2024 (the “DCA Report”); and

**WHEREAS**, the DCA report concluded that the Township’s fair share obligations for the Fourth Round included a Present Need of 0 units and a Prospective Need of 173 units; and

**WHEREAS**, the Mayor and Council adopted the required binding resolution of participation on January 20, 2025 (the “Resolution”), proposing to set the Township’s affordable housing obligations for the Fourth Round to include a Present Need of 0 units and a Prospective Need of 149 units, and, on January 22, 2025, the Township filed the necessary complaint, with the Resolution annexed thereto as Exhibit A, with the Superior Court of New Jersey initiating this declaratory judgment action (the “DJ Action”) before the Affordable Housing Dispute Resolution Program (the “Program”), established pursuant to N.J.S.A. 52:27D-313.2 of the Amended Act, in accordance with the requirements of the Amended Act, and the timeframes set forth in Directive #14-24 issued December 13, 2024 by the Administrative Office of the Courts (the “Directive”); and

**WHEREAS**, in accordance with the timeframes set forth in the Amended Act and the Directive, FSHC filed a timely objection to the Township’s Resolution, as presented in this DJ Action, on February 28, 2025; and

**WHEREAS**, FSHC’s objection contended that the Township had improperly calculated its Prospective Need obligations and should be required to utilize the calculation prepared by the DCA and set forth within the DCA Report; and

**WHEREAS**, the Township disputes the contentions raised in FSHC’s objection; and

**WHEREAS**, the parties have engaged in the mediation process provided by the Program and conferred and reached an accord setting forth the Township’s Fourth Round Prospective Need obligation, without either party admitting the validity of the other’s claims; and

**WHEREAS**, FSHC and the Township, recognizing that the accord reached by these parties as to the Township’s Fourth Round Prospective Need Obligation was reached during the mediation process provided by the Program and prior to the adjudication of any challenges by the Program

or any potential subsequent review in the judicial system, by now entering into this Mediation Agreement each acknowledge and agree that 155 units is within the range of possibilities of outcomes in the Program for the Township's Fourth Round Prospective Need; and

**WHEREAS**, resolving the Township's Fourth Round Prospective Need Obligation at this juncture and allowing the Township to move forward with preparing its Fourth Round Housing Element and Fair Share Plan ("Fourth Round HEFSP") is important to the interests of lower-income households; and

**WHEREAS**, the Township and FSHC thus agree to present this Mediation Agreement to the Program and consent to this Mediation Agreement, upon the approval by the Program, setting forth Verona's Fourth Round Present and Prospective Need Obligations and binding the Township to utilize these obligations and foreclosing FSHC from presenting any further challenge to said obligations.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and in the best interests of lower-income households, it is mutually agreed by and between the Township and FSHC as follows:

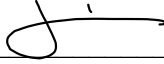
1. The Township's Fourth Round Fair Share Obligations shall be set forth as follows:
  - Present Need – 0 units
  - Prospective Need – 155 units
2. A Fourth Round Fair Share Obligation of 155 units is within the range possible outcomes were the court to fully-adjudicate the Township's Prospective Need.
3. A Fourth Round Fair Share Prospective Need Obligation of 155 units is fair to the interests of lower-income households.

4. The Township and FSHC will jointly present this Mediation Agreement to the Program and request approval of this Mediation Agreement from the Program and, upon approval of this Mediation Agreement by the Program, from the vicinage Mount Laurel Judge. If the Program, trial court, or any appellate court reject approval of this Mediation Agreement, the Township and FSHC reserve their respective right to return to the *status quo ante* with respect to all issues raised by each party in this DJ Action, including but not limited to the determination of the Township's Fourth Round Fair Share Prospective Need obligation.
5. The Township shall prepare its Fourth Round HEFSP utilizing the Township's Fourth Round Present and Prospective Need obligations as set forth in Paragraph 1 of this Mediation Agreement and submit the Township's Fourth Round HEFSP to the Program on or before the June 30, 2025 deadline set by the Amended Act.
6. FSHC reserves all rights as to its review of the HEFSP pursuant to the Amended Act.
7. This Mediation Agreement shall not be further modified, amended or altered in any way except by a writing signed by both the Township and FSHC.


**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

***SIGNATURE PAGE TO FOLLOW***

**IN WITNESS WHEREOF**, the undersigned, by executing this Mediation Agreement on behalf of their respective clients, each represent to the other and to the Program and to the Court that: (a) their respective client has consented to entering into this Mediation Agreement with the other party based upon the terms as set forth herein; and (b) they are authorized, and were directed, to execute this Mediation Agreement on behalf of their respective client.

By:   
Jame R. Placek, Esq.  
Counsel for the Township of Verona

Dated: April 2, 2025

By:   
Joshua D. Bauers, Esq.  
Counsel for Fair Share Housing Center

Dated: April 2, 2025



**FILED**

**April 7, 2025**

**Hon. Aldo J. Russo, J.S.C.**

**The Hon. Aldo J. Russo, J.S.C.**

Superior Court of New Jersey

Law Division – Civil Part

Essex County

Historic Courthouse

470 Dr. Martin Luther King Jr. Blvd.

Chambers/Courtroom 410

Newark, New Jersey 07102

**PREPARED BY THE COURT:**

**IN THE MATTER OF THE  
DECLARATORY JUDGMENT  
ACTION OF THE TOWNSHIP  
OF VERONA, ESSEX COUNTY  
PURSUANT TO P.L. 2024,  
CHAPTER 2 (N.J.S.A. 52:27D-  
304.1, et seq.),**

Petitioner.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – CIVIL PART  
ESSEX COUNTY  
DOCKET NO. ESX-L-000594-25

Civil Action

Mt. Laurel Program

**DECISION AND ORDER FIXING  
MUNICIPAL OBLIGATIONS FOR  
“PRESENT NEED” AND “PROSPECTIVE  
NEED” FOR THE FOURTH ROUND  
HOUSING CYCLE**

**THIS MATTER**, having come before the Court on referral from and recommendation issued by the Affordable Housing Dispute Resolution Program (“Program”), pursuant to the Complaint for Declaratory Judgment filed on January 22, 2025 (“DJ Complaint”) by the Petitioner, **TOWNSHIP OF VERONA** (“Petitioner” or “Municipality”), pursuant to 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 “FHA”), and in accordance with Section II.A of Administrative Directive

#14-24 (“Directive #14-24”) of the ”Program”, seeking a certification of compliance with the FHA;

**AND IT APPEARING** that, the Municipality timely adopted Resolution 2025-25 on January 20, 2025, seeking deviation from the “present need” and “prospective need” calculations allocated to it by the New Jersey Department of Community Affairs (“DCA”) in its report dated October 18, 2024 entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)* (the “DCA’s Fourth Round Report”), and based on the Municipality planners’ recommendation for 0 affordable housing units for “present need” and 149 units for a “prospective need” affordable housing obligation for the Fourth Round housing cycle;

**AND IT APPEARING** that, a challenge to the Municipality’s calculations was timely filed by the New Jersey Builders Association (“NJBA” or “Challenger”) by and through its counsel, wherein NJBA disputed the Municipality’s proposed obligation for prospective need, and supported DCA’s present and prospective need obligations, with an expert report of J. Creigh Rahenkamp;

**AND IT APPEARING** that, pursuant to the Program, the Administrative Office of the Courts (“AOC”) appointed and assigned the case to Program member, the Hon. Julio L. Mendz, J.S.C. (Ret.) (“Program Member”) to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC’s Directive #14-24 (“Directive #14-24”), and that the Program Member appointed Elizabeth McManus, an independent affordable housing expert, as special adjudicator (“Special Adjudicator”) in this case to work with, make recommendations to and assist the Program;

**AND IT APPEARING** that, on March 14, 2025, a settlement conference was conducted on notice to all parties with the participation of local officials, town planner, and attorneys for the

Municipality and an attorney for the NJBA, and at which the parties engaged in extensive settlement negotiations, with the guidance and assistance of the Program Member and the Special Adjudicator;

**AND IT APPEARING**, that as a result of the settlement conference the Municipality and NJBA reached a resolution (“Settlement”); the Settlement was placed on the record on March 14, 2025; and that the parties committed to circulating a settlement agreement and uploading it to eCourts, with counsel for the Municipality further agreeing to present the Settlement to the governing body of the Borough of Glen Ridge for approval, with resolution confirming same to be uploaded to eCourts;

**AND THE COURT**, having received the Program Member’s report dated March 30, 2025, since posted to the eCourts jacket for this matter at Trans. ID: LCV20251007422, and the mediation agreement dated April 2, 2025, since posted to eCourts jacket for this matter at Trans. ID: LCV20251006901, the findings, terms, and recommendations of which are incorporated by reference as though more fully set forth herein (the “Report” and the “Agreement”);

**AND THE COURT**, having been advised that (i) the Special Adjudicator has recommended acceptance of the Settlement, (ii) the Program Member has recommended acceptance of the Settlement as reasonable and in furtherance of the interests of low- and moderate-income households in the Municipality (collectively, the “Recommendations”), and that (iii) the Program Member further recommends that the Court adopt the findings and recommendations set forth in the Report and enter an Order, *forthwith*, implementing the terms of Settlement and thereby fix the “present need” and “prospective need” obligations of the Municipality for the Fourth Round housing cycle;

**AND THE COURT**, having reviewed and considered the Program Member's Report and Recommendations, having been satisfied that an arm's length Settlement was reached and entered into by and between the parties that is fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality, and for good and sufficient cause having otherwise been shown:

**IT IS, THEREFORE**, on and as of this 7<sup>th</sup> day of **APRIL 2025 ADJUDGED AND ORDERED**, that the Program Member's Report and Recommendations for approval of the Settlement, be, and the same hereby **ACCEPTED** and **ADOPTED** in their entirety; and to that end, more specifically, it is further

**ORDERED**, as follows:

1. That the "present need" obligation of the Municipality, be, and hereby is fixed as zero (0) affordable units for the Fourth Round housing cycle.
2. That the "prospective need" obligation of the Municipality, be, and hereby is fixed as one hundred fifty-five (155) affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed to the compliance phase with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the "present need" and "prospective need" allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay; and
4. That any and all "challenges" to the Petitioner's Housing Element and Fair Share Plan as adopted by Paragraph 3 above must be filed by August 31, 2025, by way of

Answer/Objection filed in the eCourts case jacket for this matter, and as provided for and in accordance with Section III.B of AOC Directive #14-24

**IT IS FURTHER ORDERED**, that a copy of this Order shall be deemed served on the Petitioner, Petitioner's counsel, and Challenger NJBA's counsel upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:



**HON. ALDO J. RUSSO, J.S.C.**

*Designated Mt. Laurel Judge – Essex Vicinage*

(X) Challenged.

R. 1:7-4(a): Having reviewed and considered the Program Member's Report and Recommendations as well as the terms of Settlement placed on the record by the parties before the Program Member on March 27, 2025, the Court is satisfied that an arm's length Settlement was reached and entered into by and between the parties, and that the terms of the Settlement attained are fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality. This Settlement disposes of all challenges filed.

Accordingly, the Court hereby adopts in full the Report and Recommendations of the Program Member and accepts the same for the detailed findings and reasons set forth therein. As a result, the Municipality retains all the protections of the above-referenced amendments to the FHA, continues to retain immunity from exclusionary zoning litigation, and that the Program retains jurisdiction for the compliance phase in accordance with the statutory framework and AOC Directive #14-24.

An appropriate form of Order implementing the Program Member's Report and Recommendations accompanies this statement of reasons.

**SO ORDERED.**



# **APPENDIX**

## **3**

### **RESOLUTIONS OF ADOPTION & ENDORSEMENT**

# APPENDIX

4

## SEWER/WATER CAPACITY LETTER

May 16, 2025

Mr. Dan Hauber, P.P.  
DMR Architects  
777 Terrace Avenue, Suite 607  
Hasbrouck Heights, NJ 07604

Re: Water & Sewer Capacity for  
Affordable Housing  
Township of Verona  
Essex County, New Jersey  
Our File No. 25VA100

Dear Mr. Hauber,

It is our understanding that the Housing Plan includes projects that may result in the creation of a minimum of 400 new housing units (including market and affordable units) within the next five years from projects satisfying the 57-unit RDP and another 113 units that could be created over the long term from zoning to meet the 25-unit unmet need. The Township either has or is capable of acquiring capacity/infrastructure to make those projects feasible.

Should you have any questions or need any additional information, please contact me.

Very truly yours,



Peter C. Ten Kate, P.E.

cc: Kevin O'Sullivan, Township Manager

250516vL1

# APPENDIX

## 5

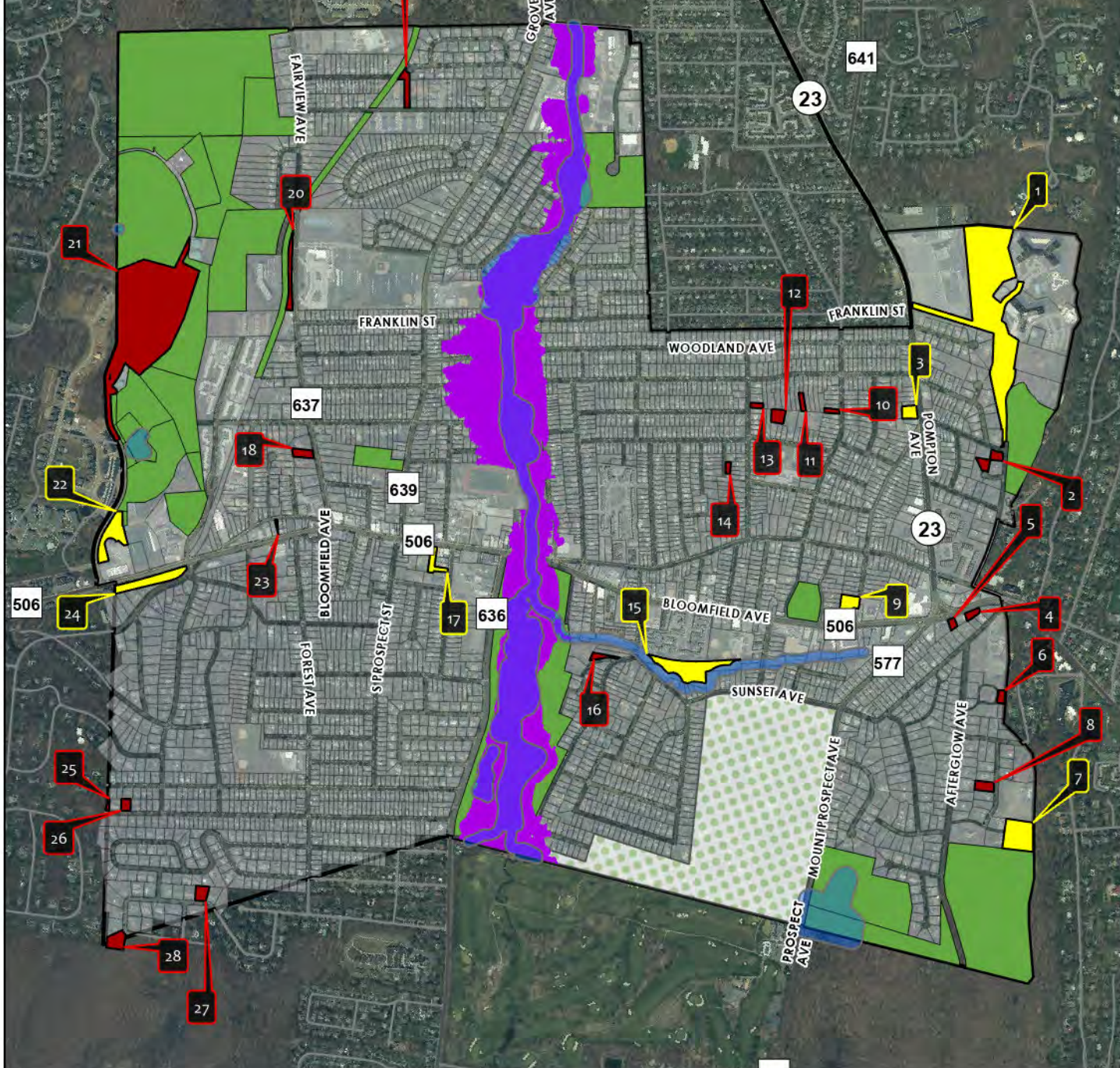
### LANDS CONSIDERED

- VACANT LAND ANALYSIS
- CLARIDGE LETTERS



# VERONA VACANT LAND ANALYSIS

## VACANT SITE IDENTIFICATION



### LEGEND

#### Vacant Lands

- No RDP
- RDP Contributing
- # Tract ID

- Wetland and Riparian Buffers
- Golf course
- Protected Open Space
- NJDEP Design Flood Area

Date: 3/10/2025  
Scale: 1:19,000



**DMR**  
ARCHITECTS





FROM: Dan Hauben, PP, AICP, LEED® Green Associate™, DMR Architects

RE: **4<sup>TH</sup> ROUND AFFORDABLE HOUSING VACANT LAND ANALYSIS**

Section 310.1 of the New Jersey Fair Housing Act (NJSA 52:27D-310.1), as amended by the signing of PL 2024, Chapter 2 (also known as Bill A4/S50), permits a municipality to **adjust** its Prospective Need obligation for the Fourth Round and all subsequent affordable housing rounds **based on a lack of vacant, available land**. The Township of Verona, being a mostly built-out community, intends to seek a vacant land adjustment (VLA) of its Prospective Need obligation, and has authorized DMR to conduct preliminary analysis of its vacant land in order to calculate a vacant-land adjusted Prospective Need, historically known as the “Realistic Development Potential” or RDP.

#### WHAT IS VACANT LAND

Section 310.1 of the Fair Housing Act does not specifically identify what lands should be considered when computing a vacant land adjustment, but uses the terms “**vacant**” and “**available**”. Section 311. states that municipalities are “**entitled to rely upon regulations ... adopted by the Council on Affordable Housing unless those regulations are contradicted by statute...**”. DMR turns to the definitions of the terms “vacant land” and “available land” at N.J.A.C. 5:93-1.2, adopted by the Council on Affordable Housing (COAH) in 1993, which guide the analysis to start off by considering land that is “**Undeveloped and unused land area (vacant) on a site with clear title and that is free of encumbrances which preclude development for low- and moderate-income housing (available)**”.

#### WHAT IS EXCLUDED FROM ANALYSIS

Sections 310.1(a) through (g) identify lands **that may be excluded from the inventory of vacant land** and would therefore not contribute to the RDP:

- (a) any land that is owned by a local government entity that as of January 1, 1997, has adopted, prior to the institution of a lawsuit seeking a builder's remedy or prior to the filing of a petition for substantive certification of a housing element and fair share plan, a resolution authorizing an execution of agreement that the land be utilized for a public purpose other than housing;
- (b) any land listed on a master plan of a municipality as being dedicated, by easement or otherwise, for purposes of conservation, park lands or open space and which is owned, leased, licensed, or in any manner operated by a county, municipality or tax-exempt, nonprofit organization including a local board of education, or by more than one municipality by joint agreement pursuant to P.L.1964, c.185 (C.40:61-35.1 et seq.), for so long as the entity maintains such ownership, lease, license, or operational control of such land;
- (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 and architecturally important sites listed on the State Register of Historic Places or National Register of Historic Places prior to the date of filing a housing element and fair share plan pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1) or initiation of an action pursuant to section 13 of P.L.1985, c.222 (C.52:27D-313);
- (e) agricultural lands when the development rights to these lands have been purchased or restricted by covenant;
- (f) sites designated for active recreation that are designated for recreational purposes in the municipal master plan; and

- (g) environmentally sensitive lands where development is prohibited by any State or federal agency, including, but not limited to, the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), for lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities.

## METHODOLOGY

DMR's methodology for carrying out the vacant land adjustment analysis for Verona is as follows:

1. Plot the most current tax parcel data in a Geographic Information System (GIS) available at the County level and join to that spatial data the most current MOD-IV property tax assessment data available from the County;
2. Select all parcels that are identified in the MOD-IV data as vacant or farmland (MOD-IV property class=1, 3A, or 3B), or parcels that have an improvement value of \$0.00, or which have no property class or improvement value data assigned to them (fields are null). **This selects all lots that may be undeveloped and unused**, consistent with the definition of "vacant land" at N.J.A.C. 5:93-1.2, or which may be used for agricultural purposes;
3. For quality control, apply other property selection queries in the tax assessment data set, or use aerial imagery available from the State or other public sources (eg. Google Maps), or use other verification methods **to identify any vacant lands that may not have been captured in step 2**, or to **verify that properties captured in the queries in step 2 are truly vacant**;
4. Overlay the most current GIS data published by the State of New Jersey showing **lands that are protected for open space purposes**, and cross-check the mapped data with recreational and open space inventory (ROSI) records;
5. Review prior Master Plans and Open Space Plans to determine if properties identified in steps 2 and 3 **are open space and recreational resources** that are not mapped by the State or listed on a ROSI;
6. Review tax maps to identify open space lands owned or controlled by tax-exempt entities and which have deed restrictions or other **restrictions that would prohibit development**, such as common space owned by a homeowner association;
7. Overlay the most current GIS mapping data of **properties or buildings that are protected from development for Historic Preservation or Farmland Preservation** purposes;
8. Remove from the list of vacant lands any properties that can be excluded under Section 310.1 (a), (b), (d), (e), and (f), except that lots identified as open space in an Open Space Plan but listed in a ROSI will remain on the list of vacant land for evidential purposes while not contributing to the realistic development potential of the municipality;
9. Use a combination of aerial imagery, street photography, in-person examination, and knowledge of pending or ongoing construction to evaluate whether any remaining sites identified as vacant are in use, under construction, or have another condition affecting them which would cause them to be considered **in use, developed, and/or unavailable**;
10. Remove any parcels or portions thereof that are constrained by NJDEP<sup>1</sup>-regulated environmental conditions, consistent with 310.1(g), as follows:
  - a. Wetlands, water bodies, streams, and their regulatory buffers;

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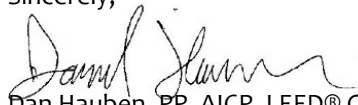
<sup>1</sup> New Jersey Department of Environmental Protection

- b. FEMA 100-year flood hazard areas plus 3 feet of flood elevation, as regulated by the NJ DEP;
- 11. Apply suitable densities to each parcel, giving consideration to surrounding uses, lot shape/dimensions, densities permitted in existing inclusionary zones in the community, and densities of existing multi-family development in the community.
  - a. Densities applied in the vacant land analysis must be sufficient to support and incentivize the creation of multi-unit housing wherein 20% of units are subject to affordability restrictions for low/moderate income households. This means that densities applied to sites in single-family neighborhoods are not influenced by the density/lot-size requirements of the current zoning;
  - b. There is a longstanding requirement that the densities used in the analysis must be at least 6 units an acre, or greater in smaller-lot neighborhoods.
  - c. Densities applied in Verona ranged from 7 units per acre on lots in single-family neighborhoods to 22 units per acre on lots in the core of the Bloomfield Avenue business district. If the density multiplied by the lot size results in a non-whole number, the total number of units permitted on the site is rounded down, because densities permitted in zoning represent a maximum;
- 12. To determine the realistic development potential, or the number of affordable units the sites would accommodate, DMR took guidance from COAH's previous rules, and divided the total development potential by five, and rounded up, to reflect a minimum 20% set-aside. The resulting set-aside is also known as the Realistic Development Potential, or RDP;
- 13. If the densities applied to a lot would not result in the creation of five or more total units, the lot does not contribute to the RDP;
- 14. If the site is developed, it does not contribute to the RDP.

## FINDINGS

The Township has an RDP of **57 units** generated from vacant, available, and unconstrained land.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Hauben", written over a horizontal line.

Dan Hauben, PP, AICP, LEED® Green Associate™

DMR Architects



**Verona Fourth Round Housing Element  
and Fair Share Plan - Vacant Land Analysis**

Tract #	Block	Lot	Assessed Use	Address	Unconstrained Acres	Applied Density*	Total Units**	RDP Contributing?	Notes	RDP (Affordable Units)***
1	104	13	1 Vacant	26 CRESTMONT ROAD	16.08	10	160	Yes	steep slope	32
	103	2	1 Vacant	CLARIDGE DRIVE				Yes	steep slope	
2	107	5	1 Vacant	4 CRESTMONT PLACE	0.62	7	4	No	Secondary lots to SF houses	0
	107	15	1 Vacant	19 CRESTMONT ROAD						
3	910	9	1 Vacant	172 POMPTON AVENUE	0.50	15	7	No	Secondary lots to SF houses	2
4	203	25	1 Vacant	35 BLOOMFIELD AVENUE	0.27	15	3	Yes		0
	203	26	1 Vacant	29 BLOOMFIELD AVENUE				No		
5	203	23	1 Vacant	57 BLOOMFIELD AVENUE	0.19	15	2	No		0
6	303	5	1 Vacant	10 OVERLOOK PARK	0.24	8	1	No		0
7	402	7	1 Vacant	COLE ROAD	2.15	7	15	No		3
8	401	12	1 Vacant	8 BELLECLAIRE PLACE	0.46	8	3	Yes		0
9	202	23	1 Vacant	176 BLOOMFIELD AVENUE	1.10	15	16	No	Assessed as vacant, has house	4
10	906	23	1 Vacant	110 ELMWOOD ROAD	0.17	8	1	Yes		0
11	906	52	15C Municipal	49 LINDEN AVENUE	0.22	8	1	No		0
12	906	51	15C Municipal	30 ELK ROAD REAR	0.46	8	3	No		0
13	906	48	15C Municipal	69 OTSEGO ROAD	0.17	8	1	No		0
14	802	43	15C Municipal	CRILLEY COURT	0.15	8	1	No		0
15	709	28	1 Vacant	190 SUNSET AVENUE	2.64	10	26	No		6
	709	27	15C Municipal	174 SUNSET AVENUE				Yes		
16	612	5	1 Vacant	6 COOK LANE	0.27	10	2	Yes		0
17	1807	12	1 Vacant	20 MONTROSE AVENUE	0.55	22	12	No		3
	1807	7	1 Vacant	627 BLOOMFIELD AVENUE				Yes		
18	1604	22	1 Vacant	54 FAIRVIEW AVENUE	0.43	8	3	Yes		0
19	1306	12	15C Municipal	50 DURRELL STREET	0.58	8	4	No		0
20	2702	8	15C Municipal	122-174 FAIRVIEW AVENUE	0.71	10	7	No		0

**Verona Fourth Round Housing Element  
and Fair Share Plan - Vacant Land Analysis**

21	2504	1	1	Vacant	HILLTOP				No	Part of recreational trail	
	2402	8	1	Vacant	HILLTOP	19.17	10	191	No	housing development	0
	2502	1	1	Vacant	100-120 WHITE ROCK ROAD				No	housing development	
	2503	1	1	Vacant	200-220 WHITE ROCK ROAD				No	housing development	
22	2402	1	1	Vacant	ASSESSED IN N CALDWELL	1.70	10	17	No	housing development	4
23	1603	4	1	Vacant	57 PINE STREET	0.05	10	0	No	Wooded area at rear of public works building	0
24	2205	6	1	Vacant	885 BLOOMFIELD AVENUE	1.55	10	15	No		3
25	2201	14	1	Vacant	152 HILLSIDE AVENUE	0.07	10	0	Yes	Narrow, ditch	0
26	2201	12	1	Vacant	144 HILLSIDE AVENUE	0.29	7	2	No		0
27	2005	29	1	Vacant	26 HOWELL DRIVE	0.46	7	3	No		0
28	2002	7	1	Vacant	48 HOWELL DRIVE	0.71	7	4	No		0
<b>Totals</b>						<b>51.97 Acres</b>					<b>57</b>

This list includes lots in the Township of Verona not deed restricted for open space, and which were identified based upon a query of tax assessment data for lots where the use identified by the tax assessor is "vacant", where assessed improvement value is \$0, or where assessed lot data is null and where aerial imagery confirms the lot is vacant (as in the case of Tract 2). As such, several properties in the list are developed, but shown here to demonstrate that the analysis was comprehensive.

\*Hypothetical housing units per acre

\*\* Hypothetical development yield, round down

\*\*\* Round up



**John P. Inglesino**  
Managing/Founding Partner  
T 973 947 7131  
jinglesino@itfirm.law

**EQUITY PARTNERS**  
John P. Inglesino\*  
John P. Wyciskala\*  
Lisa D. Taylor\*  
Denis F. Driscoll  
Justin A. Marchetta  
Derek W. Orth  
\*FOUNDING PARTNER

May 1, 2025

**Via Federal Express Mail and Email**

Mayor Christopher Tamburro  
Municipal Clerk Jennifer Kiernan, RMC, CMC  
600 Bloomfield Avenue  
Verona Town Hall  
Verona, New Jersey 07044

**Re: Proposal for Inclusion in Fourth Round Housing Plan  
Canoe Brook Development  
Block 103, Lot 2**

Dear Mayor Tamburro:

This firm represents Canoe Brook Development, LLC ("CBD"). CBD is a New Jersey-based apartment development company with decades of experience having built thousands of units across the state, including Highlands at Hilltop in Verona, which it continues to own. CBD is the contract purchaser of certain property located at Block 103, Lot 2 (the "Property") on the official tax map of the Township of Verona (the "Township"). The purpose of this correspondence is to propose that the Township rezone the Property as part of its Fourth Round Mt. Laurel compliance plan, in accordance with the enclosed concept plans.

By way of brief background, the Property is collectively comprised of approximately 11.84 acres. The Property is bounded by Claridge House II to the east, Claridge House I to the south, a forested area to the north, and assorted commercial stores to the immediate west.

CBD proposes to develop this otherwise vacant land into a highly amenitized 202-unit inclusionary community with a twenty (20) percent affordable set aside. As detailed in the enclosed concept plans, the average unit will be approximately 1,050 SF in size and the residents of these units will have access to adequate parking per the attached plan while maintaining a barrier of trees between the Property and the adjacent stores to the west.

The Property meets all of the suitability criteria for inclusionary development, and is "suitable," "available," "developable," and "approvable" as those terms are defined in



Mayor Tamburro

May 1, 2025

Page 2

COAH's regulations. The property is already serviced by public water and sewer, and the New Jersey State Development and Redevelopment Plan located the Property in the Metropolitan Planning Area (Planning Area 1). As such, the State has designated the property as an appropriate area to provide for much of the State's future development and to permit growth in compact forms. With a total number of forty (40) affordable units, the proposed project will significantly assist the Township in meeting its prospective need obligation for the Fourth Round.

For these reasons, the Property is an ideal location for the construction of the proposed 220-unit inclusionary community. We thank the Township for considering this submission. We welcome the opportunity to meet with you and/or other members of the Township to discuss this project, and look forward to hearing back from the Township in that regard.

Thank you for your consideration.

Very Truly Yours,

JOHN P. INGLESINO

Encls.

Cc:

Brian J. Aloia, Esq., Township Attorney (via email w/encls.)

Kevin O'Sullivan, Township Manager (via email w/encls.)

# CLARIDGE VERONA

VERONA, NEW JERSEY

CBD PROJECT MANAGEMENT, LLC.

DATE: APRIL 23, 2025



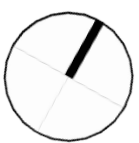
PROGRAM SUMMARY

TOTAL DU: 220 UNITS  
AVERAGE UNIT SIZE: 1,050 SF  
AMENITY: 10,700 SF  
LOBBY AND LEASING: 2,300 SF  
  
PARKING PROVIDED: 440 SPACES



GARAGE LEVEL 2 PLAN

SCALE: 1" = 40'-0"



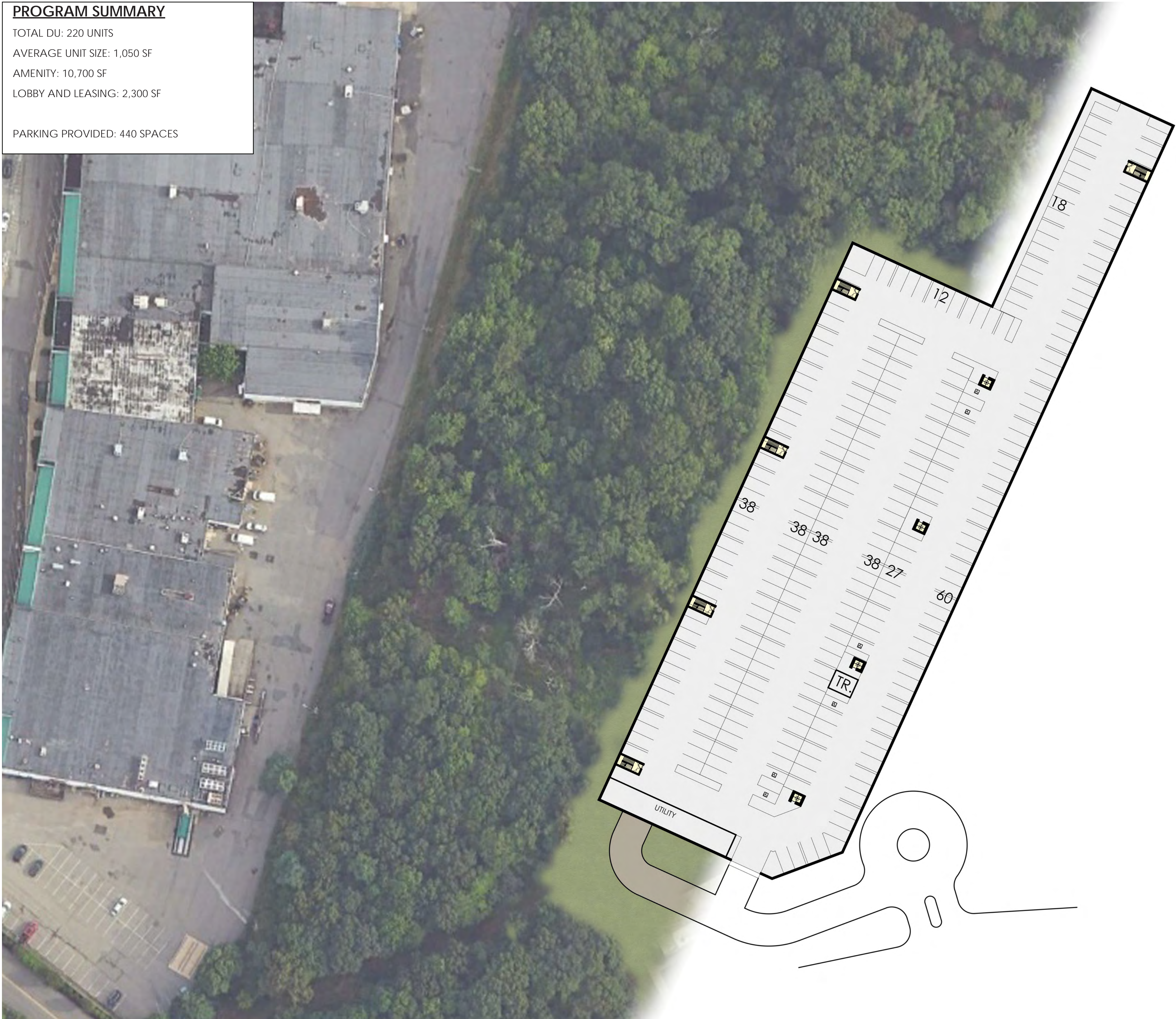
CONCEPT PLANS

DATE: 04/23/2025



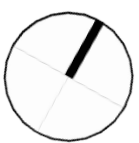
PROGRAM SUMMARY

TOTAL DU: 220 UNITS  
AVERAGE UNIT SIZE: 1,050 SF  
AMENITY: 10,700 SF  
LOBBY AND LEASING: 2,300 SF  
  
PARKING PROVIDED: 440 SPACES



GARAGE LEVEL 1 PLAN

SCALE: 1" = 40'-0"



CONCEPT PLANS

DATE: 04/23/2025



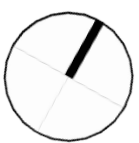
PROGRAM SUMMARY

TOTAL DU: 220 UNITS  
AVERAGE UNIT SIZE: 1,050 SF  
AMENITY: 10,700 SF  
LOBBY AND LEASING: 2,300 SF  
  
PARKING PROVIDED: 440 SPACES



TYPICAL FLOOR PLAN (1-4)

SCALE: 1" = 40'-0"



CONCEPT PLANS

DATE: 04/23/2025



THE CLARIDGES, LLC  
2 CLARIDGE DRIVE  
VERONA, NJ 07044



May 16, 2025

Mayor Christopher Tamburro  
Town Manager Kevin O'Sullivan  
Verona Municipal Building  
600 Bloomfield Avenue  
Verona, NJ 07044

Re: Lot 103.2

Dear Mayor Tamburro and Manager O'Sullivan:

The Claridges, LLC is the owner of the subject parcel, consisting of 8.96 acres of undeveloped, wooded land. The parcel is shown on the Township Tax Map as comprising 10.93 acres, but this includes Lot 103.4 (Claridge Drive) at 1.97 acres which is bundled for tax purposes..

The Board of Directors of the LLC has voted to pursue selling the subject property to the Township under the Green Acres program.

Kindly advise how to proceed on this matter.

Sincerely,

Harvey I. Susswein  
Vice President

Cc: Jennifer Kiernan  
Municipal clerk

# APPENDIX

6

## ADMINISTRATIVE AGENT

## AGREEMENT FOR PROFESSIONAL SERVICES AA

This Agreement made and entered into this 13<sup>th</sup> day of Feb. ~~January~~ 2023, effective as of January 1, 2023, by and between the Township of Verona (the "Township") and Laura Mongello of TKLD Consulting as the "Administrative Agent" for Affordable Housing (Admin Agent or AA) of 162 Middlesex Ave Paramus, NJ 07653-0765

### WITNESSETH:

**WHEREAS**, the Township wishes to engage the professional services of an Administrative Agent to perform professional services for the Township for the period commencing January 1, 2023 and terminating immediately upon notice as provided herein (the "Contract Period"); and

**WHEREAS**, the Township and the Professional do hereby wish to enter into this Agreement for professional services (the "Contract").

### NOW, THEREFORE,

1. **APPOINTMENT:** The Township hereby retains the Admin Agent for the Contract Period and the Admin Agent hereby accepts such appointment.
2. **SCOPE OF PROFESSIONAL SERVICES:** The Admin Agent shall act as the Administrative Agent for Affordable Housing for the Township of Verona and shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
3. **PAYMENT** The Township agrees to pay the AA the following:
  - a. Fees: AA shall be paid an hourly rate of \$50. The following services shall be included
  - b. Payment/Monthly Invoices: The Township agrees pay the AA for General Services on a monthly basis at the rate indicated above. Furthermore, the AA shall submit monthly invoices for any and all additional professional services rendered outside of the General Services and for any expenses incurred. Township shall pay all invoices within thirty (30) days of their receipt by the Township subject to the Township's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Township will notify the AA in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
4. **TERMINATION:** Subject to any prohibitions under the law, the Township may terminate this Contract for any reason legal reason, at any time by adoption of a Resolution to such effect providing Admin Agent with the notice as required in the appointment resolution. Should this Contract be so terminated, the Admin Agent shall be entitled to compensation for services rendered prior to the date of termination including payment of the full retainer for every month or portion of any month worked prior to termination.
5. **BINDING OF PARTIES:** The Township and the Admin Agent agree to be bound and do hereby bind themselves as far as duties required of the Admin Agent and payment therefore by the Township.

6. **NO EMPLOYER - EMPLOYEE RELATIONSHIP:** Notwithstanding anything to the contrary herein, the Township and the Admin Agent agree that this Contract shall not be deemed to create an employer-employee relationship between the Township and the Admin Agent and that no rights and privileges of a Township's employees shall inure to the Admin Agent hereby.
7. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Admin Agent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:
- a. During the performance of this contract, the Admin Agent agrees as follows: The Admin Agent or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the AA will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
  - b. The Admin Agent or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Admin Agent state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
  - c. The Admin Agent or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Admin Agents commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Admin Agent or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.
  - e. The Admin Agent or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
  - f. The Admin Agent or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Admin Agent or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the Admin Agent or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The Admin Agent and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

8. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
9. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
10. **DEFAULT AND CURE:** The Admin Agent will be deemed to be in default of this Agreement if the Admin Agent fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Admin Agent of its default, and the Admin Agent shall have fourteen (14) days within which to cure its default. If the Admin Agent fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Admin Agent default, including, but not limited to, compensatory, special and/or actual damages.
11. **SEVERABILITY AND LEGALITY:** The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statutes or Rules or Regulations, they shall remain binding upon the parties.



12. **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
13. **COMPLETE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
14. **SECTION HEADINGS:** The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
15. **BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

{SIGNATURE PAGE NEXT}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of January 1, 2023.

TOWNSHIP OF VERONA

BY:   
Joseph D'Arco, Township Manager

Attest:   
Jennifer Kiernan, Township Clerk

Professional

BY:  2/9/23  
Laura Mongello, Administrative  
Agent Affordable Housing

Attest:  2/9/2023

This Agreement is being executed in two original copies.

Margaret G DeSanto  
Notary Public  
New Jersey  
My Commission Expires 01-21-25  
No. 50120705

## **Proposal for Affordable Housing Administrative Agent For the Township of Verona**

**Purpose:** To Provide an Administrative Agent services independently, pursuant to N.J. Admin. Code § 13:45B-1.2

**Scope of Services:** The AA. who shall perform the duties and responsibilities as set forth in the Uniform Housing Affordability Controls, N.J.AC. 5:80-26.14(a)).

The Affordable Housing Administrative Agent shall be responsible for administering the affordability controls of some or all units in the affordable housing program to ensure that the restricted units under administration are affirmatively marketed and rented, as applicable, only to low- and moderate-income households.

The Affordable Housing Administrative Agent will be committed to being responsive to the needs of all who live and work in the community.

The Affordable Housing Administrative Agent will consult with the Borough to assist in the development of policies and best practices in the administration of affordable units and the development of an operating manual that sets forth the procedures to implement those policies and practices.

The Affordable Housing Administrative Agent will oversee and assist in the operation of all functions of Affordable Housing including, but not limited to:

- 1) Implement the Affirmative Marketing Plan for the Borough in accordance with N.J.A.C. 5:80-26.15.
- 2) Prepare an Operating Manual for the Administration of Affordable Housing and controls in accordance with N.J.A.C. 5:80-26.0 et seq.
- 3) Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law.
- 4) Establish a database of applications for affordable housing.
- 5) Implement a randomization process of the prequalified applicants.

- 6) Certify all applicants for affordable housing according to the regulations.

### **Preliminary Application Services & Household Certification**

- 1) A.A. will assist the Borough with the development of an Affirmative Marketing Plan and implement the plan for each specific project that contains affordable housing units.
- 2) A.A. will develop the application and all documents to meet the requirements of the Regulations, including Preliminary Application for Affordable Housing, a Final Application for Affordable Housing, Income Verification Forms, and other forms that may be required by the Regulations.
- 3) A.A. will make applications available through the New Jersey Housing Resource Center ([www.NJHousing.gov](http://www.NJHousing.gov)) and direct download on the municipality's website and located at the municipal building and other places as may be required.
- 4) A.A. will email, mail Preliminary Applications upon request, and answer questions via telephone and email as needed. The borough can furnish a special email address for Affordable Housing to be monitored by the A.A. if desired.
- 5) A.A. will collect all preliminary applications as necessary, keeping a record of the information, and respond to all applications appropriately. Applicants will be subject to random selection as may be required by the Regulations. A.A. will maintain the priority order of applications (waiting List) once the applicants have been subject to a random selection process.
- 6) A.A. will send notices and final applications to approve applicants based on the preapplication information. The applicant will be asked to contact the owner or agent and submit the final application to the A.A.
- 7) A.A. will complete and review the final application and notify both the applicant and owner or its agent as the status of that application, approved, not approved, or incomplete.

### **Affordability Controls**



- A)** Assist the attorneys or closing agents in creating forms, deed restrictions, and mortgages for recording at the time of conveyance of title of each restricted unit.
- B)** Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions recorded mortgage and note, as appropriate.
- C)** Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit.
- E)** Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10

#### **Rental**

- A)** On an annual basis, the A.A. will inform the Landlord of the rental rates for the affordable Units in compliance with the Regulations.
- B)** A.A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification forms signed by the applicant, together with a copy of the lease agreement for file.
- C)** A.A. will maintain all records of the status certification work.
- D)** A.A. will provide compliance reports to the Borough and regulatory agencies as necessary.

#### **Recertification Annually**

- A)** Overall Program administration.
- B)** send out recertification letters to tenants 3 months prior to lease renewal requesting updated financials.

#### **Rent Collection**

- A)** Overall program administration.
- B)** Collecting and tracking rent monthly.
- C)** Instituting Late Fees if applicable and advising tenants

- D) Depositing/or mailing rent checks to appropriate party
- E) Providing monthly rent record keeping

#### **Rehab Program**

- A) Certifying households for eligibility
- B) Scheduling housing inspection once approved
- C) Securing cost estimates for repairs
- D) Scheduling inspections throughout the project to see progress
- E) Providing Payment for Contractors once work is completed
- F) Final Inspection
- G) Maintain records throughout term of grant
- H) Assist attorney to Record Mortgage document and restricted covenant

#### **Terms and Conditions:**

- A) All work performed by the A.A. under this proposal shall be accomplished in close consultation with and under the direction of the Borough.
- B) A.A. will begin services immediately upon the approval of the Borough.
- C) A.A. will provide at its own expense Professional Liability Errors and Omission Insurance coverage with a limited liability of one million dollars (\$1,000,000).
- D) A.A. will look at the Borough to provide the files, documents, and notices necessary for it to implement its compliance services.
- E) The agreement shall be effective for a period of one year. If mutually agreed contract will automatically renew for a period of 1 year, commencing \_\_\_\_\_. The Price adjustment may be mutually negotiated by both parties.

#### **Cost of Services:**

- Consulting, List Maintenance, and Responding to Inquiries \$200.00 a monthly retainer.
- Any additional services requested and mutually agreed upon though the borough will be an hourly rate of \$125.00.

**Payment:**

- Monthly invoices will be submitted for the provision of all Administrative Agent Services.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to 162 Middlesex Ave Paramus, NJ 07652.

For services outside the scope of this contract, the Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the principal or on behalf of the principal to other parties. The consultant will charge the principal the actual cost of these services.

**Termination:**

Agreement may be terminated by either participant providing a minimum of 90-day notice is given.

**Submitted BY: Laura Mongello**

**Signature** *Laura Mongello*

**Date:** 2/5/2024

**Acceptance**

**Accepted on behalf of the Borough of**

**BY:**



**Date:**

*2/15/24*



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-083**

A motion was made by Deputy Mayor McEvoy; seconded by Councilwoman Holland that the following resolution be adopted:

**APPOINTMENT OF MUNICIPAL HOUSING LIAISON**

**WHEREAS**, pursuant to N.J.S.A. 52:27D-301 *et seq.*, (also known as the New Jersey Fair Housing Act), proposed rules at N.J.A.C 5:99-1 *et seq.*, and N.J.A.C. 5:80-26.1, *et seq.*, the Township of Verona is required to appoint a Municipal Housing Liaison for the administration of Verona's Affordable Housing Program to enforce the requirements of N.J.A.C. 5:99-1 *et seq.* and N.J.A.C. 5:80- 26.1, *et seq.*; and

**WHEREAS**, Article XIX, Section 19.5.A, entitled "Establishment of Municipal Housing Liaison", of Chapter 150 of the Township's Code, provides for the appointment of a Municipal Housing Liaison to administer the Township of Verona's Affordable Housing Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona, County of Essex, State of New Jersey, that Kevin O'Sullivan, Township Manager is hereby appointed by as the Municipal Housing Liaison for the administration of the Affordable Housing Program, pursuant to and in accordance with Chapter 150, Article XIX of Verona's Municipal Code.

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON APRIL 21, 2025.**

  
**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**



# APPENDIX

## 7

# AFFORDABLE HOUSING OPERATING MANUAL

# **Township of Verona**

## **Administration of Affordable Units**

**Affordable Housing**

**Administrative Agent**

**Policies & Procedures Manual**

**April 2023**

**Updated June 2023**

**TKLD Consulting LLC**

[Tkldconsulting@gmail.com](mailto:Tkldconsulting@gmail.com)



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## Executive Summary

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

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

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

## I. INTRODUCTION

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

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

### A. What is Affordable Housing?

Affordable Housing, unlike market-rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be **“affordable”** if the household<sup>1</sup> expends approximately 28% or less of the **household's** gross income on housing costs. See footnote below and Glossary for definition of “Household.” Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

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

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

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



eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing **units[.]**<sup>2</sup> Some municipalities create their own PHAs which operate and manage public housing within the municipality.

## B. Who Qualifies for Affordable Housing?

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

Figure 1: Affordable Housing Regions

Regions	Counties
●	Bergen, Hudson, Passaic, Sussex
●	Essex, Morris, Union, Warren
●	Hunterdon, Middlesex, Somerset
●	Mercer, Monmouth, Ocean
●	Burlington, Camden, Gloucester
●	Atlantic, Cape May, Cumberland, Salem

## C. Equal Housing Opportunity

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

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<sup>2</sup> [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), US HUD Website, accessed June 7, 2016.

pregnant women, and people securing custody of children under the age of 18), and disability.

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

## II. CREATION OF NEW UNITS

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

### A. Review Project Requirements

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

### B. New Purchase Units

#### 1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC<sup>3</sup>. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“PMI”). PMI must be included in the pricing calculation even if a new development will provide

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

financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“MRSP”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale, the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

## 2. Upgrades from Builder

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

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

## 3. Deed Restriction

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

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

## 4. Earnest Money (Deposit) for Ownership Properties

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

## C. New Rental Units

### 1. Initial Pricing and Bedroom Distribution of Rental Units

Rents will be set according to the pricing guidelines outlined in UHAC. In order to comply with 2008 amendments to the Fair Housing Act, 13 percent of all affordable rental units in a project will be priced at 30 percent of median income (N.J.S.A. 52:27D-329.1.) (This requirement is more stringent than the UHAC guidelines which stipulate that at least 10 percent of all Affordable Units in the development be affordable to households earning no more than 35 percent of median.) In all cases, the more stringent of the two requirements will prevail.

### 2. Mandatory and Optional fees

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

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

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

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

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

### 3. Deed Restriction

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

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

#### 4. Application Fees

Affordable units are “**private**” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to very low, low, and moderate income persons. Although deed restricted, the units still are under the “**control**” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as for leasing market rate units. With respect to the **landlord’s** tenant selection criteria, the Administrative **Agent’s responsibility** is to ensure that (1) the criteria for the Affordable Units is consistent with the market-rate criteria, and (2) the application fee is deemed to be reasonable.

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

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

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

#### 5. Security Deposit

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

#### 6. Tenant Selection Criteria

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

#### D. Project Monitoring

All new unit information will be compiled and maintained by the Administrative Agent and filed with Fair Share Housing Center.

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

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

Development-specific Affirmative Marketing Plans would outline required marketing, including paid advertising that must be conducted before a random selection is completed.

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

#### A. Preliminary Application

All households that wish to be considered for Affordable Housing must submit a preliminary application. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility.

Please note that preliminary eligibility is based solely on self-reported information by the applicant and is in no way a guarantee of eligibility.

If the applicant indicates that their total household income is below the moderate-income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. Applicants will be required to provide written documentation of their income at the time of the full income certification.

#### B. Random Selection and Waiting List Priority

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

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

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

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

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

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

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, **veteran’s** preference and regional preference as may be established in the Municipal Affordable Housing Ordinance.

### C. Questionnaire

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

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



## 1. Private Outreach

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

The Administrative Agent will invite approximately 5 households that meet the eligibility requirements to complete a Questionnaire for each available unit. Waiting list priority will be established by the factors outlined in *Figure 3*.

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

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

Figure 3: Additional Factors Impacting Waiting List Priority

<ul style="list-style-type: none"> <li>• Age-Restricted</li> </ul>	Only households that meet the age-restricted requirements will be offered age-restricted units.
<ul style="list-style-type: none"> <li>• Regional Preference</li> </ul>	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted.
<ul style="list-style-type: none"> <li>• Household Size (Number of Members)</li> </ul>	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
<ul style="list-style-type: none"> <li>• Maximum Income Limit and Minimum Income</li> </ul>	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit.
<ul style="list-style-type: none"> <li>• Fully Accessible Units</li> </ul>	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.
<ul style="list-style-type: none"> <li>• Veterans Preference</li> </ul>	The Municipality and developer may enter into an agreement to provide preference to very low, low, and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. If applicable, veterans who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy.

## 2. Public Outreach

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

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

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

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

## D. Determining Preliminary Eligibility

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

### 1. Regional Preference

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

## 2. Determining Household Composition

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

Figure 4: Determining Household Size (Number of Members)

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

## 3. Maximum Income Limits

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

## 4. Minimum Income Requirements

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

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses varies for different unit types and waivers are permitted. *Figure 5* details the minimum income ratios that will be utilized at each

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

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

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

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

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

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

#### 5. Minimum Down Payment (Ownership Only)

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

#### 6. Regional Asset Limit

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

This Regional Asset Limit test does not apply to:

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

Figure 5: Minimum Income Calculations <sup>1</sup>

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



## 7. Minimum Credit Score

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

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

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

## 8. Separated Applicants

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

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

## E. Annual Updates

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

## F. Full Application

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

## G. Removal from the Waiting List

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

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

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

## H. Income Certified Applicants on the Waiting List

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. In this case, the applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

## IV. Determining Income Eligibility

To be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible. This income eligibility is modeled after the US Department of Housing and Urban **Development's** process known as Part 5. This system for determining eligibility is to sum the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

### A. What is Considered Income

Figures 6 and 7 detail what sources of income are included in the income calculation and what sources of income are excluded as a source of income.

Figure 6: Income Sources Counted in Income Eligibility

Sources Considered Income	Description of Income Source
● Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses and other compensation for personal services.
● Business Income	The net income from the operation of a business or profession.
● Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Assets not earning a verifiable income shall have an annual imputed interest income using a current, average annual savings interest rate. (Use average daily balance of bank accounts for the calculations).
● Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in #14 of Income Exclusions).
● Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in #3 of Income Exclusions).
● Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
● Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Child support is not counted as income if it is not being paid even though there is a court order.)
● Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except Armed Forces Hostile Fire Pay as stipulated in the Sources Not Considered Income Exclusions).
● Rental Income From Real Estate	Rental income from real estate. Only the mortgage interest payment, insurance, taxes, and management expenses can be a deductible expense. (Mortgage principal payments cannot be deducted.) If the applicant owns real estate and does not receive rental income, the Administrative Agent may determine the fair market rent of the property to determine the potential rental income for the purposes of the application. If actual rent is less than fair market rent, the Administrative Agent shall impute a fair market rent unless rent control applies.
● Imputed Interest from non-income producing assets such as real estate	Imputed interest is calculated on the equity of the asset. This applies to the equity of all non-income producing assets.
● Property or Money Given Away in last 2 yrs	A percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Value of property will be based on tax assessment records using the following ratio: (land + improvements)/ equalization ratio.

Only child support and alimony paid to another household by the applicant can be deducted from a **household's income**. Court ordered payments which are paid for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.

Figure 7: Income Sources NOT Counted in Income Eligibility (Per HUD Regulations)

Sources Not Considered Income	Description of Income Exclusions
• Income of Children	Income from employment of children (including foster children) under 18 years.
• Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
• Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property.
• Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
• Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
• Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HUD funded HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). <sup>4</sup>
• Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
• Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
• Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>• Amounts received under training programs funded by HUD.</li> <li>• Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>• Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>• Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a public housing authority (“PHA”) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving</li> </ul>

<sup>4</sup> The HUD funded HOME Investment Partnerships Program (“HOME”) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

Sources Not Considered Income	Description of Income Exclusions
	<p>as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</p> <ul style="list-style-type: none"> <li>Incremental earnings and benefits inuring to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and any such amounts are excluded only for the period during which the family member participates in the employment training program.</li> </ul>
● Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
● Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
● Income from Full time Students	Part time income of non-head of household persons enrolled as full time student. HOWEVER, all income from the head of household will be included even if he/she is a full time student.
● Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
● Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
● Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
● Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
● Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> <li>The value of the allotment made under the Food Stamp Act of 1977;</li> <li>Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);</li> <li>Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;</li> <li>Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;</li> <li>Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);</li> <li>Earned income tax credit refund payments received, including advanced earned income credit payments;</li> <li>The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;</li> <li>Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps);</li> </ul>

Sources Not Considered Income	Description of Income Exclusions
	<ul style="list-style-type: none"> <li>• Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;</li> <li>• Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and</li> <li>• Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.</li> </ul>
• Rental Assistance / Gifts For Housing Expenses	Sporadic or reoccurring gifts for housing expenses from family, friends, or community groups.
• Repayment of Loan	Sporadic or reoccurring payments that are repayment of a loan from to the household.

## B. Proof of Income and Other Supporting Documents

Extensive supporting documents are required to document the **household's income** and other qualifying criteria.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- If there is someone listed on the **applicant's bank** statement that is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

Figure 8: Required Supporting Documents

<b>Identification</b>
<input type="checkbox"/> Personal photo identification: <b>Driver's</b> License, passport, or State ID
<b>Income Related Documents – Provide All That Apply</b>
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members <input type="checkbox"/> Social Security: Most recent award letter <input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification <input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received <input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status <input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status <input type="checkbox"/> Military Pay: Verification of military pay <input type="checkbox"/> Workers' Compensation: Statement showing benefits <input type="checkbox"/> Unemployment Benefits: Statement showing benefits <input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes) <input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)
<b>Bank Statements &amp; Other Accounts (Including JOINT ACCOUNTS)</b>
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, <b>401k's</b> , stocks, bonds, & trusts
<b>Tax Returns</b>
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy) <input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years <input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes
<b>If Applicant Owns A Home, Condo, And/ Or Rental Property, The Following Is Required</b>
<input type="checkbox"/> Current mortgage statement <input type="checkbox"/> Investment property lease agreement (if applicable) <input type="checkbox"/> Current year tax assessment record <input type="checkbox"/> Real estate listing if this property is for sale <input type="checkbox"/> Contract with the realtor listing property if property is for sale <input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure
<b>Other</b>
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement <input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status <input type="checkbox"/> Section 8: Voucher (RENTAL ONLY) <input type="checkbox"/> Mortgage Preapproval (OWNERSHIP ONLY)

### C. Final Eligibility Determinations

After the **household's annual income** and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing. When a household is determined ineligible, an internal peer review of the income certification will be completed by the Administrative Agent. If the peer review confirms the ineligibility determination, the household will be notified in writing



and advised that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the New Jersey Mortgage and Finance Agency (“Agency”) (or its successor) for further appeal and review. The determination of the Agency (or its successor) shall be a final administrative action (i.e., decision) subject to review of the courts.

#### D. Misrepresentation of Information in Application

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

#### E. Changes to Income and/or Household Composition after Submittal

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week timeframe during which the **household’s** eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period. See Glossary* for definition of “Eligibility Period”. If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

## V. Ownership Program

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

### A. Selling an Affordable Home

#### 1. Request an Intent to Sell Package

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “Seller”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

#### 2. Calculate the MRSP (Maximum Restricted Sales Price)

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued is applied for each year the owner has owned the home. See Appendix A for updated maximum restricted sales price annual increase. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

#### 3. Start Affirmative Marketing Process

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller

will be responsible for showing the home to interested buyers. These buyers will be pre-screened by the Administrative Agent. However, since they will not be income certified, the Seller CANNOT enter into a contract with the buyer until the buyer is income certified by the Administrative Agent. When a household decides to purchase the affordable home, the buyer will be sent a full income certification application.

## B. Buying an Affordable Home

### 1. Preliminary Application and Prescreen

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The unit must be affirmatively marketed to other eligible households on the waiting list first.

### 2. Income Certification

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment if required by the bank or provided at **buyer's option**. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification. Closing costs cannot be added to their mortgage principal because the buyer can only finance 95 percent of the MRSP of the home.

### 3. Mortgage Provider

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a “*Private Mortgage*”). To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

### 4. Down Payment

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least a 5% down payment. The funds may be provided

as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available and provide program information to buyers.

#### 5. Separated Spouses

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

#### 6. Cosigners on Deeds and/or Mortgages Are Not Permitted

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the **buyer's household** and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. *For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.*

### C. Purchase Agreement and Contracts For Sale

As the buyer and seller enter into negotiations, the purchase agreement is an “**internal**”, not legally binding, COAH generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit (“Purchase Agreement”). All these terms are then set out in the contract for sale. Typically, the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all material terms of the transaction (“Contract for Sale”). The Contract for Sale can only be executed after the household is income certified.

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

#### 1. MRSP and “Extras”

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on

the resale price of the unit itself. The personal property for sale cannot become a contingency of the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “**extras**” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: “**Upon** the resale of a restricted unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale **price.**”

## 2. Accepting and Rejecting Offers

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

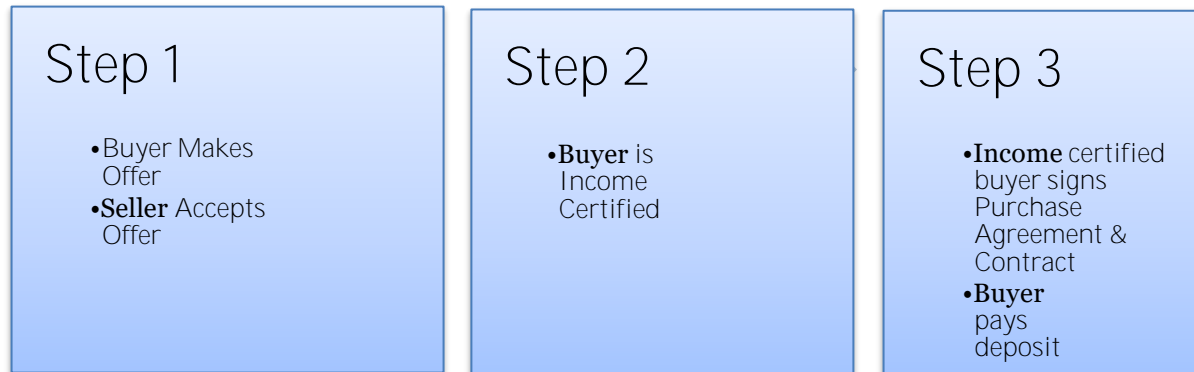
## 3. Good Faith Deposit/Earnest Money

It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

## 4. Purchase Agreement and Income Certification

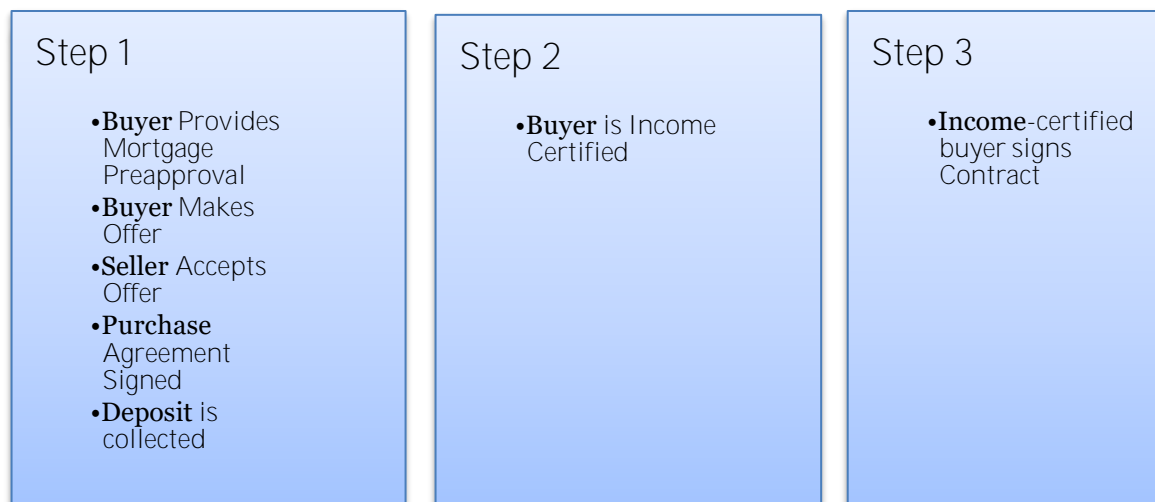
The Purchase Agreement is typically signed only after the household is income certified. (*See Figure 9 below.*) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

Figure 9: Purchase Agreement Signed After Income Certification



However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown *Figure 10*, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

Figure 10: Purchase Agreement with Non-Income Certified Buyer



#### D. Attorneys

New Jersey does not require that attorneys participate in real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

## E. Realtors

A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The Seller provides the **realtor's** contact information to the Administrative Agent so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

## F. Coordination of Closing

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

### 1. Required Legal Documents

The Administrative Agent will prepare the Affordable Housing documents summarized in *Figure 11*. If 95/5 is currently being used, we will continue to use 95/5 for resales. However, in all other cases, we will use Round III deed restrictions.

### 2. Resale of Affordable Units: Requirement for a Market Rate Appraisal

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the Municipality.)

For new units, the developer is responsible for providing the market rate appraisal. If the **buyer's** mortgage company completes a market-rate appraisal, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. If the **buyer's mortgage** company will not be completing a market rate appraisal or it is a cash deal, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

Figure 11: Legal Documents for Ownership Units

	No Master Deed	Master Deed
Not a 95/5 Unit	<ul style="list-style-type: none"> <li>◆ Deed “A”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “L” (DCA), “N” (Municipality), or “P” (Agency)</li> <li>◆ Recapture <b>Mortgage</b> “M” (DCA), “O” (Municipality), or “Q” (Agency)</li> </ul>	<ul style="list-style-type: none"> <li>◆ Deed “D”</li> <li>◆ Restrictive Covenant “C-1”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “L” (DCA), “N” (Municipality), “P” (Agency)</li> <li>◆ Recapture <b>Mortgage</b> “M” (DCA), “O” (Municipality), or “Q” (Agency)</li> </ul>
95/5 Unit	<ul style="list-style-type: none"> <li>◆ Deed “B”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “G”</li> <li>◆ Recapture Mortgage “H”</li> </ul>	<ul style="list-style-type: none"> <li>◆ Deed “D”</li> <li>◆ Restrictive Covenant “C-2”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “G”</li> <li>◆ Recapture Mortgage “H”</li> </ul>
<ul style="list-style-type: none"> <li>○ Must be filed with Administrative Agent / Municipality</li> <li>◆ Must be recorded with County</li> </ul>		
<p><i>95/5 Unit:</i> Existing projects (generally completed before 2004) are considered 95/5 units and the Legal Instruments for 95/5 units will be utilized.</p>		

### 3. Closing Fees

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

### 4. Closing Checklist

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit must be the **owner’s primary** residence;



- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Improvements made to the unit will not increase the MRSP. However, as permitted under UHAC (N.J.A.C. 5:80-26.9), an owner “**may** apply to the Administrative Agent to increase MRSP for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom [additional bedroom, cost of central air conditioning [ N.J.S.A. 5:80-26.9]. In no event shall the MRSP for an improved housing unit exceed the limits of affordability for the **larger household.**”

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

## G. Refinance Requests

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

Reverse mortgages are not prohibited by UHAC. However, lenders have historically not approved reverse mortgages on deed restricted affordable properties because of the refinance limits. Any requests for reverse mortgages should be carefully reviewed to ensure that there is no way the loan amount will exceed 95 percent of the MRSP.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

## H. Annual Mailing

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked “**do not forward**”, and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

## I. Report that Owner is Not Living in the Unit and/or Renting Unit

When the Administrative Agent obtains indications that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the Municipal Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, including copies **of their driver's** license and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

## J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;
- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and

- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the Municipality through its Tax Collection and/or **Assessor's** Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the Municipal Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

## K. Waivers

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

### 1. Request to Rent Affordable Unit

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months or less). A request for a waiver in order to move to another city to "try out" a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection.

Other requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

### 2. Request to Sell to a Higher Income Household

After an Affordable Unit has been affirmatively marketed for over 120 days and if there is no interested income-eligible purchaser for the Affordable Unit after 120 days, the owner may request an income waiver, that is, that the Affordable Unit be affirmatively marketed and sold to someone in a higher income level (a very-low-income unit to be sold to a low-income household; a low-income unit to be sold to a moderate-income household; and a moderate-income unit to be sold to a non-income eligible household). The following conditions will apply:

- If granted, this waiver will only apply to this sale, and the original income restriction will remain for future sales.
- Waivers may only be granted for the resale of existing deed restricted homes. In other words, initial sales are not eligible for a waiver to sell the home at a higher income level.

- At no time will the sale price of the home exceed the MRSP which is based on the income level that the unit is controlled for. In other words, granting a waiver will not increase the MRSP and the owner will not receive a higher sale amount as a result of the waiver.
- At least 30 days before any waiver is granted to permit a moderate-income unit to be sold to a non-income eligible household, the Administrative Agent will notify the Fair Share Housing Center in writing. The notification will include a description of the efforts to market and sell the unit to income-eligible households.

The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the Affordable Unit has exceeded the “**typical**” time period it takes to sell a home under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a waiver. The Administrative Agent will review the sale price of recent, comparable affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the Affordable Unit has been affirmatively marketed for at least 120 days, the unit has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, the owner has shown the Affordable Unit to interested buyers, and there is no interested income-eligible buyer, the waiver may be approved subject to the conditions listed above.

#### L. Requests for Improvements

The Administrative Agent will review requests to increase the MRSP of the Affordable Unit on the basis of capital improvements. Eligible capital improvements shall be an increase in the number of bedrooms only.

Owners may make other improvements to their Affordable Units, and they are not required to request approval from the Administrative Agent. This includes improvements such as new countertops or flooring that do not increase the MRSP.

#### M. Transfer of Ownership to Non-Income Certified Owner

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- Transfer of ownership between husband and wife;
- The transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; or

The transfer of ownership through an **executor's deed** to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).

This waiver will only apply to this sale, and the original income restriction will remain for future sales.

#### N. Enforcement

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

## VI. Rental Program

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

### A. Filling Affordable Rental Vacancy

#### 1. Landlord Notifies of Vacancy

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

#### 2. Calculating the Maximum Rent at Vacancy

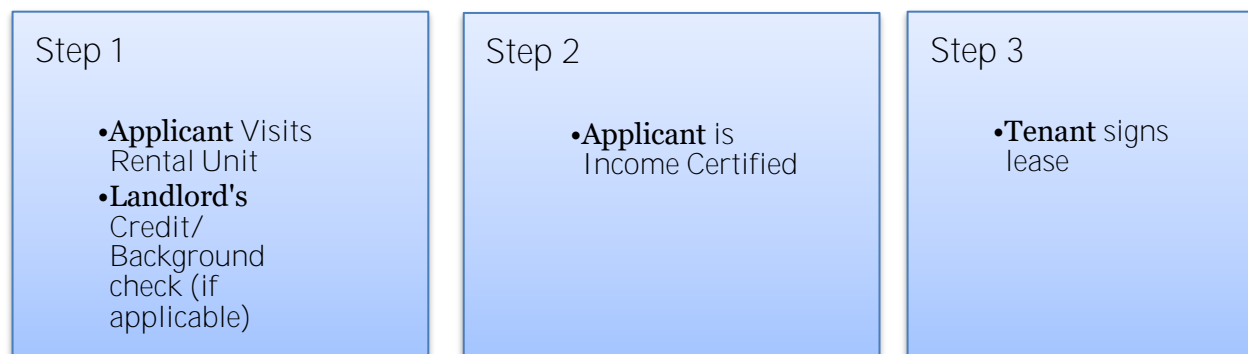
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. See Appendix A for updated maximum annual rent increase. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) At the **landlord's** discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

#### 3. Referring Applicants to Landlord

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next household on the waiting list passes the Administrative **Agent's preliminary** screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the **landlord's application** and pay any required landlord fees. (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

If the landlord approves the applicant, the landlord will notify the Administrative Agent and the Administrative Agent will invite the applicant to submit a full application (*Figure 12*).

Figure 12: Rental Income Certification Process



#### 4. Income Certification and Signing the Lease

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

#### B. Lease Renewals

The Administrative Agent will calculate the allowable maximum rent each year (please see Appendix A entitled “**Methodology** for Calculating Regional Income Limits and Rental **Increases**”). The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, the **tenant’s** right to tenancy at the allowable rent does not vary with any increases or decreases in the **tenant’s** income.

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. *For example, if the landlord does not take the 2017 increase in 2018, they may not take the 2017 and 2018 increase the following year if the current tenant does not move out.*

Month-to-month leases are permitted. Additional fees for month-to-month leases are **considered “optional fees.”** See discussion of optional fees in *Chapter II*.

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

#### C. Adding Additional Household Members to the Lease

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from changing the number of household members on the lease following occupancy. However, all changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new **tenant’s** lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.

#### D. Income Designation of Units Are Fixed

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason.

#### E. Evictions

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

#### F. Enforcement

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*.



## VII. Appeals

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

If a policy or decision regarding this program is appealed by an outside party, the Municipal Housing Liaison (a position established by Municipal Ordinance) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Executive Director of the Agency (or its successor) for review or to the Superior Court of New Jersey, Essex County.

## VIII. Enforcement

The **Municipality's Affordable** Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. Please refer to Municipality's Ordinance for the complete list of enforcement activities upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant. Some of these remedies may include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

### A. Written Notice

In accordance with the **Municipality's Affordable** Housing Ordinance, the Municipality will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the Municipality may take the actions outlined in this Chapter.

### B. Penalties

The Municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the Affordable Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment into the **Municipality's** Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The Municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a

judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

### C. Sheriff Sale

Such judgment shall be enforceable, at the option of the Municipality, by means of an execution sale by the Sheriff, at which time the very low, low, or moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Municipality fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the very low, low, or moderate income unit. The excess, if any, shall be applied to reimburse the Municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the Municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by the Municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

Foreclosure by the municipality due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the very low, low, or moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable Unit.

The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the very low, low, or moderate income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the MRSP for which the very low, low, or moderate income unit could have been sold under the terms of the regulations governing Affordable Units. This excess shall

be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

Failure of the very low, low, or moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the MRSP of the very low, low, or moderate income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

In the event that any provision in this Manual differs from the terms or penalties identified in the most current Affordable Housing Ordinance, then the Affordable Housing Ordinance (as may be from time to time modified, amended and/or revised by relevant New Jersey State laws and/or regulations) shall prevail. The invalidity or non enforceability of any provision of this Manual in any respect shall not affect the validity or enforceability of any other provision of this Manual in any other respect.

## GLOSSARY

“Administrative **Agent**” means the entity responsible for the administration of Affordable Units in accordance with the **Municipality’s** Affordable Housing Ordinance and as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.15.

“Affordable” means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing” means housing units restricted to income-eligible very-low, low and moderate income **households.**”

“Affordable Housing Development” means a development included in the Housing Element and Fair Share Plan, and includes but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent Affordable Housing development.

“Affordable Housing Unit” for the purposes of this manual means a housing unit proposed or created pursuant to the Fair Housing Act, for which credits are obtained pursuant to COAH regulations, and/or funded through an affordable housing trust fund.

“Affordability Average” means the average percentage of median income at which new restricted units in an Affordable Housing development are affordable to very low, low- and moderate-income households.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-Restricted Unit” **means** a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “**housing for older persons**” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Application” **means** both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the Municipality.

- “Preliminary Application” means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This

Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.

- “Full Application” means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the **Household’s eligibility**.

“Certified Household” **means** a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household.

“Closing Disclosure Form” means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“**closing costs**”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

“COAH” means the Council on Affordable Housing, or successor agency, which is in, but not of the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing **Act** “to have primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this **State**” N.J.S.A. 52:27D-304 (a).

“Contract for Sale” means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, “Purchase Agreement”.

“CTM” means the online COAH Tracking and Monitoring system to which new units are added after initial sale or initial rental.

“DCA” means the State of New Jersey Department of Community Affairs.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development, including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” **means** the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

“Eligibility Period” means once the Full Application for an Affordable Unit has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame, as the **Household’s** eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

“Fair Housing Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Full Application” (see “**Application**”).

“Housing Authority” **means** the Public Housing Agency which manages and operates publicly assisted units in the Municipality.

“Affordable Housing Ordinance” means that chapter or section of the municipal ordinance (the rules, regulations and codes enacted by a local government) addressing local affordable housing programs and procedures, as may be amended and supplemented.

“HOME **Program**” means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

“Household” means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed 6/13/2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary)/See also UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person **household.**”

“Housing Region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA), as last defined by the United States Census Bureau.

**“HUD”** means the US Department of Housing and Urban Development. **“Interest Date”** means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

**“LAD”** means the [New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.](#), prohibits, among other discriminatory actions, discrimination when selling or renting property.

**“Low-income Household”** means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

**“Low-income unit”** means a restricted unit that is affordable to a low-income household.

**“Market-rate units”** means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price.

**“Maximum Restricted Sales Price” or “MSRP”** means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with N.J.A.C. 5:80-26.3(e) which states that such **units “shall** be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. [See Glossary](#) for definition of “Affordability Average.” In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom **type.”** *For example, a two-bedroom moderate income unit originally sold for \$90,000 and another exactly similar unit originally sold for \$115,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

**“Median income”** means the median income by household size for the applicable housing region as adopted annually by COAH or a successor entity approved by the Court.

**“Moderate-income household”** means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

**“Moderate-income unit”** means a restricted unit that is affordable to a moderate-income household.

**“Municipal Housing Liaison”** means a position established by ordinance of the Municipality where the individual as a part time or full time employee of the Municipality is responsible for the oversight and administration of the Affordable Housing program for the Municipality

**“PHA”** means Public Housing Authority. See below for definition.

**“PMI”** means private mortgage insurance. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the



lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the **home's** purchase price. PMI also is usually required when a homeowner is refinancing with a conventional loan and the **owner's** equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

“Preliminary Application” (see “Application”).

“Public Housing” “Public Housing Authority” means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned, operated and managed by a public housing authority (“PHA”). As defined by HUD, “**public** housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units [.]” [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), HUD Website, accessed June 7, 2016.

“Purchase Agreement” **means** a not legally binding, “**internal**” generated document between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See “**Contract of Sale**”).

“Random selection process” means a process by which currently income-eligible households are selected for placement in Affordable Units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized Affordable Unit (e.g., by lottery).

“Redevelopment Plan” means a plan adopted by the Municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Regional Asset Limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

If a Household (seeking to be certified for an Affordable Unit) owns a primary residence (with no mortgage on the property) valued at or above the regional asset limit as published annually by COAH, a Certificate of Eligibility will be denied unless the **Applicant's existing** monthly housing costs (including principal, interest, taxes homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the **household's** eligible monthly income. N.J.A.C. 5:80-26.16(b)(3).

“Regional Preference” means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their COAH housing region. If so, the municipality must state this preference as part of its affordable housing ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in their COAH housing region. COAH divides New **Jersey’s** 21 counties into six housing regions as outlined on **COAH’s Annual Regional Income Limits Chart**.

“Rent” **means** the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted Unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (“**UHORP**”) or the Market Oriented Neighborhood Investment program (“**MONI**”) of the Agency.

“UHAC” means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq.

“Very Low-Income Household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

“Very Low-Income Unit” **means** a restricted unit that is affordable to a very low-income household.

“**Veterans Preference**” means the municipality and Developer or residential development owner may enter into an agreement to provide a preference for affordable housing to very low, low and moderate income veterans who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to 50 percent of the affordable units in that particular project. This provision is in accordance with N.J.S.A. 52:27D-311 (j). This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in this subsection, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. After the 120 –day marketing period, veterans will continue to get preference over non-veterans, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage.

## Appendix A: Annual Information Update

The following information is subject to change annually:

- Regional Maximum Income Limits
- Regional Asset Limits
- Annual Maximum Restricted Sale Price Increase
- Annual Maximum Rental Increase Amount

In order to keep this manual current, Appendix A will be revised annually with updated numbers upon their general availability. See next page for the most recent information.

Annual Information Update  
Last Revised May 26, 2023

Region 2 Maximum Income Limits  
*Essex, Morris, Union and Warren*

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
<b>1 Person</b>	\$26,004	\$43,340	\$69,344	\$86,680
<b>1.5 Person*</b>	\$27,862	\$46,436	\$74,297	\$92,872
<b>2 Person</b>	\$29,719	\$49,532	\$79,251	\$99,063
<b>3 Person*</b>	\$33,434	\$55,723	\$89,157	\$111,446
<b>4 Person</b>	\$37,149	\$61,914	\$99,063	\$123,829
<b>4.5 Person*</b>	\$38,635	\$64,391	\$103,026	\$128,782
<b>5 Person</b>	\$40,121	\$66,868	\$106,988	\$133,735
<b>6 Person</b>	\$43,092	\$71,821	\$114,913	\$143,642
<b>7 Person</b>	\$46,064	\$76,774	\$122,838	\$153,548
<b>8+ Person</b>	\$49,036	\$81,727	\$130,763	\$163,454
* These columns are for calculating the pricing for one-, two- and three-bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).				

Region 2 Regional Asset Limit: \$237,565

Region 2 Maximum Restricted Sale Price Increase: 7.50%

Region 2 Maximum Rental Increase: 6.0%

## **Methodology for Calculating Regional Income Limits and Rental Increase:**

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the current year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Municipality annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

- a. The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- b. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

# **APPENDIX**

## **8**

### **AFFIRMATIVE MARKETING PLAN**

# Township of Verona

## Affirmative Marketing Plan

### March 2023

TKLD Consulting LLC  
Tkldconsuting@gmail.com



# AFFIRMATIVE FAIR HOUSING MARKETING PLAN

## For Affordable Housing in **(REGION 2)**

### I. APPLICANT AND PROJECT INFORMATION

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

#### 1 Sunset Ave

1a. Administrative Agent Name, Address, Phone Number  TKLD Consulting LLC 162 Middlesex Ave Paramus, NJ 07652 917-675-9057		1b. Development or Program Name, Address  1 Sunset Ave Verona, NJ Spectrum 360 Project	
1c. Number of Affordable Units: 15  Number of Rental Units: 15  Number of For-Sale Units:	1d. Price or Rental Range  From TBD  To TBD	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted  <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: During Construction      Occupancy: Following Completion		
1h. County <b>Essex, Morris, Union, Warren</b>		1i. Census Tract(s): 0212.00  Block 303, Lot 4	
1j. Managing/Sales Agent's Name, Address, Phone Number  TBD			
1k. Application Fees (if any): TBD			

#### 2 PIRHL/Cameco

2a. Administrative Agent Name, Address, Phone Number  TKLD Consulting LLC 162 Middlesex Ave Paramus, NJ 07652 917-675-9057		2b. Development or Program Name, Address  PIRHL/Cameco	
2c. Number of Affordable Units: 95  Number of Rental Units: 95  Number of For-Sale Units:	2d. Price or Rental Range  From TBD  To TBD	2e. State and Federal Funding Sources (if any)	
2f. <input type="checkbox"/> Age Restricted  <input checked="" type="checkbox"/> Non-Age Restricted	2g. Approximate Starting Dates  Advertising: During Construction      Occupancy: Following Completion		
2h. County		2i. Census Tract(s): 0210.00	

<b>Essex, Morris, Union, Warren</b>	Block 2301 Lots 11, 12, 14-19
2j. Managing/Sales Agent's Name, Address, Phone Number  TBD	
2k. Application Fees (if any): TBD	

## I. APPLICANT AND PROJECT INFORMATION

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

### 3 Hillwood Senior Housing

3a. Administrative Agent Name, Address, Phone Number  NJ Housing and Mortgage Finance Agency 637 S Clinton Ave PO Box 18550 Trenton, NJ 08750		3b. Development or Program Name, Address  Hillwood Senior Housing 100 Hillwood Terrace Verona, NJ	
3c. Number of Affordable Units: 159  Number of Rental Units: 159  Number of For-Sale Units:	3d. Price or Rental Range  From \$1600  To \$1,850	3e. State and Federal Funding Sources (if any)  Section 8	
3f. <input checked="" type="checkbox"/> Age Restricted  <input type="checkbox"/> Non-Age Restricted	3g. Approximate Starting Dates  Advertising: Occupied      Occupancy: Occupied		
3h. County <b>Essex, Morris, Union, Warren</b>		3i. Census Tract(s): Block 128, Lot 23	
3j. Managing/Sales Agent's Name, Address, Phone Number  Francis A. Thomas Senior Director, Property Management, NJHMFA			
3k. Application Fees (if any):			

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

## II. RANDOM SELECTION

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

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by the Administrative Agent, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for very low-income housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the very low- income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 (“NJFHA”). Households that apply for low and moderate-income housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. (“UHAC”). All households will be notified as to their preliminary status.
- C. A drawing will be held under the direction of the Administrative Agent to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a “first come, first served” basis.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least 10 pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units the development have been rented.
- E. Final applications will be mailed by the Administrative Agent to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to the Administrative Agent. The Administrative Agent will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.
- H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by the Administrative Agent for each type of very low, low and moderate-income unit.

### III. MARKETING

3a. Direction of Marketing Activity: Based on demographic data from the 2020 census, this table provides a comparison of race and ethnic origin between the Housing region 2 and Verona Township. The most significant negative differences point to the greatest need for affirmative marketing. In this case, African Americans (-20.80%) and Hispanic (16.3%) represent the clearest differences between the municipality and the region.

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: [4]						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Essex	863,728	261,487	335,047	4,604	47,598	375	124,085	210,353	235,125
Morris	509,285	354,824	16,669	1,632	58,034	127	31,260	76,661	341,175
Union	575,345	236,589	117,306	4,022	32,434	200	105,583	195,519	211,245
Warren	109,634	86,875	5,899	217	2,934	35	4,554	12,225	84,255
Region 2	2,057,990	939,775	474,921	10,475	140,993	740	265,482	494,758	871,800
% Region 2	100%	45.70%	23.10%	.50%	11.4%	6.90%	0.04%	24.04%	42.36%
Verona	14,572	11,893	339	18	704	2	379	11,591	1,431
% Verona	100%	81.60%	2.30%	0.10%	4.80%	0.01%	2.60%	79.54%	9.82%
Difference	0	36.00%	20.80%	0.3%	8.7%	0.0%	3.9%	16.3%	83.7%

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population

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

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

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

<input checked="" type="checkbox"/>	ON-GOING	<a href="http://www.NJHRC.ORG">www.NJHRC.ORG</a>	ENTIRE STATE
<input checked="" type="checkbox"/>	ON-GOING	<a href="http://VERONANJ.ORG">VERONANJ.ORG</a>	TOWNSHIP OF VERONA
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing process with additional monthly as needed	Star-Ledger	Northern and Central New Jersey
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL NEWSPAPER(S)</b>	<b>CIRCULATION AREA</b>
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	Daily Record	Morris

	process with additional monthly as needed		
<b>X</b>	Once at the start of the Affirmative Marketing process with additional monthly as needed	Express Times	Warren
<b>Weekly Newspaper</b>			
<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<b>X</b>	Once at the start of the Affirmative Marketing process with additional monthly as needed	Essex Chronical	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex
<input type="checkbox"/>		Independent Press	Essex
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex
<input type="checkbox"/>		Observer	Essex
<input type="checkbox"/>		Orange Transcript	Essex
<input type="checkbox"/>		Progress	Essex
<input type="checkbox"/>		Vailsburg Leader	Essex
<input type="checkbox"/>		Verona-Cedar Grove Times	Essex
<input type="checkbox"/>		West Essex Tribune	Essex
<input type="checkbox"/>		West Orange Chronicle	Essex
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Chatham Courier	Morris
<input type="checkbox"/>		Chatham Independent Press	Morris
<input type="checkbox"/>		Citizen of Morris County	Morris
<input type="checkbox"/>		Florham Park Eagle	Morris
<input type="checkbox"/>		Hanover Eagle	Morris

<input type="checkbox"/>		Madison Eagle	Morris
<input type="checkbox"/>		Morris News Bee	Morris
<input type="checkbox"/>		Mt. Olive Chronicle	Morris
<input type="checkbox"/>		Neighbor News	Morris
<input type="checkbox"/>		Randolph Reporter	Morris
<input type="checkbox"/>		Roxbury Register	Morris
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Clark Patriot	Union
<input type="checkbox"/>		Cranford Chronicle	Union
<input type="checkbox"/>		Echo Leader	Union
<input type="checkbox"/>		Elizabeth Reporter	Union
<input type="checkbox"/>		Hillside Leader	Union
<input type="checkbox"/>		Leader of Kenilworth & Roselle Park	Union
<input type="checkbox"/>		Madison Independent Press, The	Union
<input type="checkbox"/>		Millburn and Short Hills Independent Press	Union
<input type="checkbox"/>		News Record	Union
<input type="checkbox"/>		Record-Press	Union
<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union
<input type="checkbox"/>		Spectator Leader	Union
<b>X</b>		Union Leader	Union
<input type="checkbox"/>		Warren Reporter	Warren

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting	

		Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxon Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Essex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Essex, Union
<input type="checkbox"/>		60 W60AI Ventana Television, Inc	Essex, Union
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Morris
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren

<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
<input type="checkbox"/>		23 W23AZ Centenary College	Morris, Warren
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Morris, Warren
<input type="checkbox"/>		60 WBPB-TV Sonshine Family Television Corp	Morris, Warren
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Warren
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Warren
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Warren
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Warren
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Warren
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF CABLE PROVIDER(S)</b>	<b>BROADCAST AREA</b>
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
<input type="checkbox"/>		Cablevision of Newark	Partial Essex
<input type="checkbox"/>		Comcast of NJ (Union System)	Partial Essex, Union
<input type="checkbox"/>		Cablevision of Oakland	Partial Essex, Morris



<input type="checkbox"/>		Cable Vision of Morris	Partial Morris
<input type="checkbox"/>		Comcast of Northwest NJ	Partial Morris, Warren
<input type="checkbox"/>		Patriot Media & Communications	Partial Morris
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Morris, Warren
<input type="checkbox"/>		Cablevision of Elizabeth	Partial Union
<input type="checkbox"/>		Comcast of Plainfield	Partial Union
<input type="checkbox"/>		Cable Vision of Morris	Partial Warren
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Warren

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	

<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<b>TARGETS PARTIAL HOUSING REGION 2</b>			
AM			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<b>X</b>	Once at the start additional as necessary	WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union
<input type="checkbox"/>		WLIB 1190	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)
<input type="checkbox"/>		WCTC 1450	Union
<input type="checkbox"/>		WCHR 1040	Warren
<input type="checkbox"/>		WEEX 1230	Warren
<input type="checkbox"/>		WNNJ 1360	Warren
<input type="checkbox"/>		WRNJ 1510	Warren

FM			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union
<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris
<input type="checkbox"/>		WNNJ-FM 103.7	Morris, Warren
<input type="checkbox"/>		WMGQ 98.3	Union
<input type="checkbox"/>		WCTO 96.1	Union, Warren
<input type="checkbox"/>		WNTI 91.9	Warren
<input type="checkbox"/>		WSBG 93.5	Warren
<input type="checkbox"/>		WZZO 95.1	Warren
<input type="checkbox"/>		WAEB-FM 104.1	Warren
<input type="checkbox"/>		WHCY 106.3	Warren
3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 2</b>			
Monthly			
<input type="checkbox"/>	Sino Monthly	Jersey/NYC area	Chinese-American

<input type="checkbox"/>		Al Manassah	Jersey	Arab-American
<b>TARGETS PARTIAL HOUSING REGION 2</b>				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>		Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<b>X</b>	Once at start additional as necessary	La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)				
<b>DURATION &amp; FREQUENCY OF OUTREACH</b>		<b>NAME OF EMPLOYER/COMPANY</b>	<b>LOCATION</b>	
Essex County				
<b>X</b>	Once at start additional as necessary	Newark Liberty International Airport	Newark Airport, Newark, NJ	
<b>X</b>		Verizon Communications	540 Broad St Newark, NJ 07102	
<b>X</b>		Prudential Financial, Inc.	751 Broad St Newark, NJ 07102	
<b>X</b>	Once at start additional as necessary	Continental Airlines		
<b>X</b>	Once at start additional as necessary	University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103	

X		Public Service Enterprise Group	80 Park Plz Newark, NJ 07102
X	Once at start additional as necessary	Mountainside Medical Group	101 Roseland Ave. Caldwell, NJ 07006
X	Once at start additional as necessary	Essex Fells Public Works	307 Runnymede Rd. Essex Fells, NJ 07021
X	Once at start additional as necessary	Horizon Blue Cross Blue Shield of NJ	3 Penn Plaza E Newark, NJ 07101
<input type="checkbox"/>	Once at start additional as necessary	Servpro	513 W Mt Pleasant Ave Livingston, NJ 07039
Morris County			
X	Once at start additional as necessary	Morristown Medical Center	100 Madison Avenue Morristown, NJ 07962
<input type="checkbox"/>		AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
<input type="checkbox"/>		US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
X	Once at start additional as necessary	Lucent Technologies	67 Whippany Rd, Whippany, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ
X	Once at start additional as necessary	Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
X	Once at start additional as necessary	Kraft foods	200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany, NJ
<input type="checkbox"/>		Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
<input type="checkbox"/>		Honeywell	101 Columbia Rd Morristown, NJ 07960
X	Once at start additional as necessary	Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
X	Once at start additional as necessary	St. Clare's Hospital	25 Pocono Road Denville, NJ
Union County			
<input type="checkbox"/>		A&M Industrial Supply Co	1414 Campbell St Rahway
<input type="checkbox"/>		A.J. Seabra inc,	574 Ferry St Newark
X	Once at start additional as necessary	NJ DMV	Springfield Plaza, 271 US-22, Springfield, NJ 07081
X	Once at start additional as necessary	Comcast Network	800 Rahway Ave Union, NJ
<input type="checkbox"/>		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
<input type="checkbox"/>		IBM Corporation	27 Commerce Drive Cranford, nj
X	Once at start additional as necessary	Howard Press	450 West First Ave Roselle,nj
<input type="checkbox"/>		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
X	Once at start additional as necessary	Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
X	Once at start additional as necessary	Rahway Hospital	865 Stone Street Rahway, NJ

<input type="checkbox"/>		Rotuba Extruders, Inc	1401 Park Ave South Linden
<input type="checkbox"/>		Union County College	1033 Springfield Ave Cranford,NJ

Warren County			
X	Once at start additional as necessary	Masterfoods USA	800 High Street Hackettstown, NJ
X	Once at start additional as necessary	Warren Hospital	185 Roseberry St Phillipsburg, NJ
<input type="checkbox"/>		Roche Vitamins	206 Roche Drive Belvidere, NJ
X	Once at start additional as necessary	Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ
X	Once at start additional as necessary	Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
X	Once at start additional as necessary	Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Fair Share Housing Center (1 Ethel Lawrence Blvd. Mt. Laurel Township, N 08054)	Morris County	All	Once at start additional as necessary
The NJ State Conference of the NAACP (15 W Front St. Trenton, NJ 08608)	Mercer County	All	Once at start additional as necessary
The Latino Action Network (PO Box 943, Freehold, NJ 07728)	Monmouth County	All	Once at start additional as necessary
Oranges and Maplewood NAACP (PO Box 1127, East Orange, NJ 07019)	Essex County	All	Once at start additional as necessary
Morris County NAACP (PO Box 2256, Morristown, NJ 07962)	Morris County	All	Once at start additional as necessary
Elizabeth NAACP (PO Box 6732, Elizabeth, NJ 07206)	Union county	All	Once at start additional as necessary
The Supportive Housing Center (185 Valley St. South Orange, NJ 07079)	Essex County	All	Once at start additional as necessary
Newark NAACP (PO Box 1262, Newark, NJ 07101)	Essex County	All	Once at start additional as necessary
See attached	Union, Morris, Essex, Warren County	All	Once at start additional as necessary

#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
<b>BUILDING</b>	<b>LOCATION</b>

X	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981
X	Warren County Library Headquarters	199 Hardwick Street, Belvidere, NJ 07823
X	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
X	Union County/Administration Building	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Verona Township 600 Bloomfield Ave. Verona, NJ 07044 (Clerk's office)		
Verona Library 17 Gould St. Verona NJ 07044 (Front Desk)		
4c. Sales/Rental Office for units (if applicable)		
TBD		

## V. CERTIFICATIONS AND ENDORSEMENTS

<p>I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).</p>	
<p><u>Laura Mongello</u> Name (Type or Print)</p>	
<p><u>Administrative Agent</u> Title/Municipality</p>	
<p>Signature</p>	<p>Date</p>

# APPENDIX

9

## TCMU OVERLAY ZONE



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**ORDINANCE NO. 2022-32**

**AN ORDINANCE AMENDING SECTION §150, THE ZONING ORDINANCE OF  
THE CODE OF THE TOWNSHIP OF VERONA, BY ESTABLISHING THE A NEW  
SECTION §150-17.14A, CREATING A TOWN CENTER MIXED USE ZONING  
DISTRICT PERMITTING RESIDENTIAL USES WITH AN AFFORDABLE  
HOUSING ELEMENT AND ALSO AMENDING THE ZONING MAP OF THE  
TOWNSHIP OF VERONA.**

WHEREAS #1, the 2009 Master Plan of the Township of Verona, dated May 18, 2009, includes a Housing Element and Fair Share Plan (“FSP”) to address affordable housing protocols effective as at that date and as promulgated by the State of New Jersey Council on Affordable Housing (“COAH”) in their rules and regulations; and

WHEREAS #2, the 2009 FSP indicates that “the planning board of the Township of Verona is committed to meet its constitutional obligation to provide affordable housing”; and WHEREAS #3, on July 15, 2015, the Township of Verona filed a Complaint for Declaratory Judgment 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. (“FHA”) in accordance with Mount Laurel IV with respect to the Township of Verona’s affordable housing obligation to permit the construction of affordable homes for lower-income households, this matter is commonly

referred to as the affordable housing “DJ” action; and

WHEREAS #4, the Court on March 10, 2015, ruled that the state agency known as the Council on Affordable Housing (“COAH”) was effectively dysfunctional, and returned jurisdiction of affordable housing issues back to the trial courts where it had been prior to the creation of COAH in 1986. The Fair Share Housing Center (“FSHC”), having been a party in both the predecessor 2010 and 2013 statewide FHA and affordable housing cases, responded by filing a motion in aid of litigants’ rights with the New Jersey Supreme Court. The Court recognized the interests represented by the FSHC and thus granted Intervenor status to the FSHC; and

WHEREAS #5, the 2015 Court decision created a process for municipalities, like Verona, that participated in the Fair Housing Act/COAH process, to file a declaratory judgment (“DJ”) seeking to have the Court declare the Verona FSP constitutionally compliant and receive immunity from builder’s remedy lawsuits.

This allowed time for municipalities to prepare a new or revised FSP to ensure their Plan continues to affirmatively address their local housing needs as may be adjusted by new affordable housing-need numbers promulgated by the Courts and as may be agreed to by the Township and FSHC; and

WHEREAS #6, after a series of legal, land use and financial actions the Township and FSHC have come to an agreement (“Agreement”) which will satisfy the edicts of the Court and the FHA to provide affordable housing within the Township of Verona; and

WHEREAS #7, included in the Agreement is a provision to provide for the rezoning (or alternatively an overlay zone) of an area of the Township along Bloomfield Avenue; and

WHEREAS #8, it has been determined that a rezoning of an area that is currently in the Town Center zone situated along Bloomfield Avenue would be the most appropriate area for such rezoning, specifically between Montrose Avenue and South Prospect Street, to permit residences – both market

rate and affordable - as a principle use on the second and third stories of the properties fronting Bloomfield Avenue and to further permit market rate and affordable residences as a principle use on the ground floor (or first floor) as well as the second and third stories of the properties fronting on the side streets of Montrose Avenue and Prospect Street so as to continue to have businesses situated along the main retail corridor of Verona, Bloomfield Avenue; and

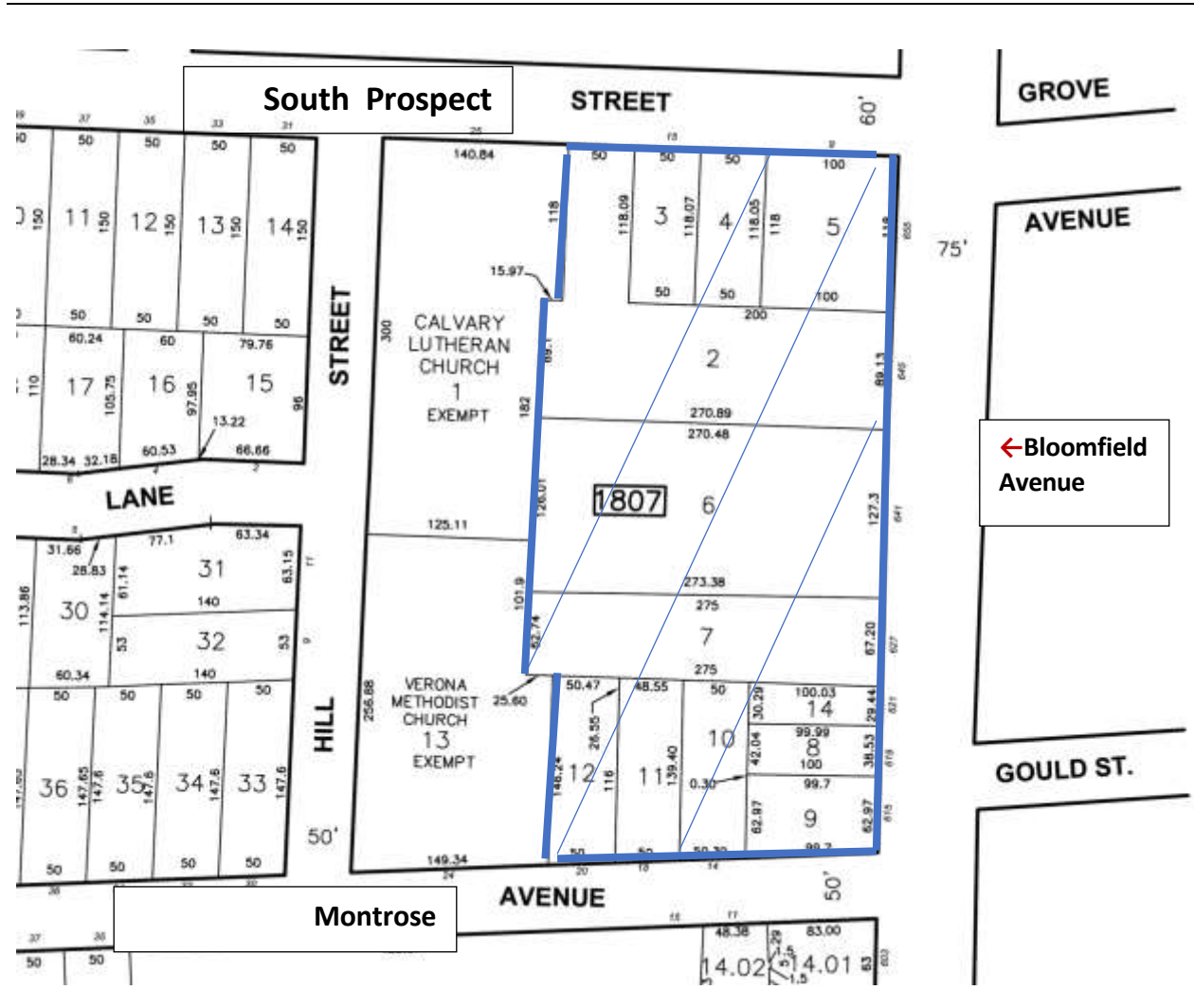
WHEREAS #9, this ordinance is intended to implement, in part, the aforesaid Agreement, covering the properties at Block 1807, Lots 2 through 12 inclusive and Lot 14, and excluding therefrom the parcels at Lot 1 and Lot 13 those lots being houses of worship and which are excluded from the effect of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Verona, Essex County, New Jersey, as follows:

The WHEREAS paragraphs above shall be considered an operative part of this ordinance as though they are included in the following sections.

**SECTION 1. General Provisions and Zone Definition.** Chapter §150 of the General Ordinances of the Township of Verona entitled “Zoning” is hereby amended to rezone an approximate 3.19 acre area of the Township to add thereto a Town Center Mixed-Use (“TC MU”) zoning district at new Chapter § 150-17.14A covering the properties at Block 1807, Lots 2 through 12 and Lot 14 which properties may be merged or consolidated to form a cohesive development which shall include residential housing units including affordable housing units as a principle permitted use on the second and third stories of the properties fronting Bloomfield Avenue and to further permit residences including affordable units as a principle permitted use on the ground floor (or first floor) as well as the second and third stories of the properties fronting on the side streets of Montrose Avenue and South Prospect Street.

The Town Center Mixed-Use Zone Boundary



**Section 2. The TC MU Zoning District Specifications.** A new section of the Township Code is hereby added at §150-17.14A and shall be known as the TC MU (TOWN CENTER-MIXED USE) ZONE. The following are the specifications applicable to the TC MU Zone.

A. Principal Permitted Uses.

No building or premises shall be erected, altered or used except for uses designated for each property within the TC MU district as follows:

1. Retail stores and retail service establishments, including stores or shops or retail business.
2. Cafeterias, full-service restaurants, snack and nonalcoholic beverage bars, confectionery and nut stores, retail bakeries.
3. Banks and other financial institutions, but not including drive in uses.
4. Theatrical and motion picture theaters.
5. Family day care centers.
6. Personal service establishments.
7. Residences - residential housing units, including a required set aside for affordable housing units.

B. Permitted Accessory Uses.

Any of the following accessory uses are permitted in conjunction with a permitted principal use:

1. Accessory uses customarily incidental to the principal or conditional use.
2. Outdoor restaurant seating in accordance with section § 150-7.23, provided also that a minimum of six (6) feet is maintained on the sidewalk for pedestrian movement between the edge of any approved outdoor dining area and the curb face.
3. Sidewalk Cafes in accordance with section §150-7.22, provided also that a minimum of six (6) feet is maintained on the sidewalk for pedestrian movement between the edge of any approved sidewalk cafe and the curb face.
4. Parking lots, including structured parking garages.
5. Amenity space(s) serving residences such as a fitness area, lobby, mailroom, meeting space for residences (not open to the general public), coffee service area, and the like as may be approved by the Verona Planning Board.
6. Internal roadways, parking areas, loading/unloading zones, courtyards and sidewalks.

C. Development Standards.

1. Any property having any portion of a building bounded by Bloomfield Avenue shall be considered to front on Bloomfield Ave.
2. All non-residential uses shall be conducted entirely within the confines of the first floor of a building having frontage along Bloomfield Avenue with a maximum building footprint depth of one-hundred feet as measured from the building along Bloomfield Avenue to the rear {or back}, including any setback from the street, of the retail or other non-residential establishment including those identified as permitted uses.
3. Residential buildings and parking areas may be built on any area exceeding the

one-hundred-foot limitation as well as on any area of a property fronting Bloomfield Avenue where there is a permitted non-residential use having a building depth of 50 feet as measured from the building along Bloomfield Avenue to the rear {or back}, including any setback from the street.

4. Cafeterias, full-service restaurants, snack and nonalcoholic beverage bars, confectionery and nut stores and retail bakeries shall have a maximum seating capacity of 100 patrons and shall only be permitted on lots having frontage on Bloomfield Avenue.
5. Residential units, including the required affordable units, shall be situated on the second and third stories of the properties fronting Bloomfield Avenue which shall have non-residential uses on the first fifty feet of the ground floor as measured from building along Bloomfield Avenue to the rear {or back}, including any setback from the street, subject to the limitations in Paragraph 6 hereof.
6. Residences, including the affordable units, shall be a principle permitted use on the ground floor (or first floor) as well as the second and third stories of the properties fronting on the side streets of Montrose Avenue and South Prospect Street. Notwithstanding the foregoing provisions, including the requirements of Paragraph 7 hereof, when a building fronting on Bloomfield Avenue has a depth of a minimum of 50 feet and contains non-residential uses, then the residences may be built on the ground floor 50 feet or further upon the property to the south of Bloomfield Avenue.
7. Four pedestrian entrances to all of the residences in the TC MU Zone, of not greater than twelve feet (12) in width, as measured from the inside of the door frame of each side of the door, may be provided along Bloomfield Avenue. All other pedestrian entrances shall be provided from the rear (or side) of any property located in the TC MU Zone or from an entrance from Montrose Avenue or South Prospect Street. The provisions of Section 3 "Affordable Housing Multi-Family Residential Specifications" of this ordinance shall also be complied with.
8. Parking lots, including structured parking garages shall not exceed twenty-eight (28) feet in height, excluding a parapet wall not greater than six feet (6) feet in height. Any parking structure shall contain a twenty-two (22) foot wide cartway, inclusive of ground floor visitor parking areas, unless the Township Engineer approves deviation. No parking lot or structure shall front on Bloomfield Avenue.
9. The internal drives shall contain a twenty-two (22) foot wide cartway, unless the Township Engineer approves a deviation.
10. There shall be a minimum of 100 feet between any two driveway curb openings on Bloomfield Avenue.
11. Primary materials for the exterior of buildings shall be brick, wood, Hardie Plank panels or similar fiber cement siding, stone, precast and cast stone and manufactured stone, and glass.
12. All entrances to any building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs,

railings, etc.

- 13. An appropriate roof pitch and roofline architectural treatment is required. If a flat roof is designed (or proposed), then the architectural treatment must be aesthetically pleasing so the building does not look like a monolithic structure.
- 14. The affordable residential units are required to be integrated with the market rate units.
- 15. Section §150-21.3 pertaining to Residential Fees shall NOT be applicable to the TC MU Zone.

D. Area, Yard, Bulk and Parking Regulations.

Note: All setbacks shall be measured from a structural (also known as a dominant) building wall(s). The appropriate dimension for building setbacks between structural building walls, (defined as “full or complete” walls and excluding knee or hip walls and architectural walls or elements designed to add a wall feature and not be a load bearing wall) and part of any building or property boundary shall be determined by the applicant’s Planner or Architect at the time of site plan review based on the geometry of the site.

1.	Minimum Lot Size (Square Feet)	5,000
2.	Minimum Lot Width (Feet)	50
3.	Minimum Front Yard Setback (Feet)	2
4.	Maximum Front Yard Setback (Feet)	30
5.	Minimum Side Yard Setback-One (Feet)	0
7.	Minimum Side Yard Setbacks-Both (Feet)	0
8.	Minimum Side Yard Setbacks-Both (Percentage of lot width)	N/A
9.	Minimum Rear Yard Setback (Feet), this shall exclusively mean and is defined as the boundary with the houses of worship located at Block 1807, Lots 1 and 13.	18
10.	Maximum Height for Principal Building (Stories / Feet)	3/50
11.	Maximum Height for Accessory Structures other than parking structures. (Feet)	15
12.	Maximum Building Coverage, first floor building area as a percent of land area. (Percent)	80
13.	Maximum improved and landscaped lot coverage, defined as first floor building area plus impervious coverage, plus landscaped buffer area as a percent of land area. (Percent)	95
14.	Minimum Landscaped Buffer along a residential zone (Feet) boundary, or along the boundary with any house of worship.	15
15.	Parking provisions:	
	i. Notwithstanding §150-12.6 B, pertaining to RSIS parking standards, which shall not apply to the TC MU Zone, any residential development(s) in the TC MU Zone shall provide a minimum of 1.5 vehicle(s) parking space(s) per residential unit.	
	ii. A minimum of 90% of such parking spaces shall be provided on-site and the remaining 10% of required parking spaces may be provided through a long-term lease (or parking lot rental agreement), with a minimum term of ten (10) years, of off-street parking spaces no further than one-thousand (1,000) feet from the development.	
	• All required or designated resident parking shall be provided within the boundaries of the TCMU Overlay Zone. Off-site parking satisfied outside of the TCMU Zone shall be limited to required or dedicated spaces for ground-floor commercial uses and shall be reserved for employees or customers of those commercial uses.	
	• Off-site parking spaces shall only qualify for off-site parking	

agreements/leases if be located in public or commercial parking lots/facilities or private parking lots/facilities which are accessory to existing non-residential uses where the number of parking spaces exceeds the required amount for those existing non-residential uses.

- Such parking agreement or lease shall be in writing as at the time a site plan application is submitted to the Verona Planning Board.
  - No private parking lot/facility serving an existing use shall receive off-site parking spaces from the TCMU Zone if such an arrangement would cause or exacerbate a shortfall in the required number of parking spaces for that existing use.
- iii. A minimum of 5% of all on-site parking spaces shall be exclusively reserved and identified for electrically charged vehicle. The parking space(s) shall be equipped with electric charging devices (or apparatus). In addition, if the State of New Jersey should require that a greater number of electrically charged vehicle spaces be required than is required herein, then that requirement shall be applicable to any site plan application to be filed under the provisions of this ordinance.

E. Conditional Uses.

The following conditional uses which are permitted within the Town Center Zone as identified in the conditional use regulations of the Township's zoning ordinance shall NOT apply to the TC MU Zone, except where specified in Section 2 hereof.

1. Mixed retail and residential uses.
2. Mixed retail and commercial (non-medical) with residential uses.
3. Mixed retail and professional office (non-medical) with residential uses.

F. Affordable Housing Multi-Family Residential Specifications. The TC MU Zone shall supersede the pre-existing TC Zone applicable to the properties at Block 1807, Lots 2 through 12 and Lot 14 when an application for site plan approval is filed for any multi-family residential development having greater than two (2) residential units.

1. Any residential development shall set aside 15% of the units, when the units are rented, for affordable housing and 20% of the units for affordable housing, when the residential units are for sale.
2. The intent of the TC MU Zone is to permit the development of an inclusionary multi-family residential development in which a certain proportion of the dwelling units are set aside for occupancy by low- and moderate-income households satisfying the FHA and Uniform Housing Affordability Controls ("UHAC", N.J.A.C. 5:80-26.1 et seq.).
3. The residential multifamily residences situated in the TC MU Zone shall satisfy the following conditions:
  - i. There shall be no more than two (2) bedrooms per residential unit, except three-bedroom units shall be provided as required under UHAC.
  - ii. No three-bedroom unit shall have an area less than 900 square feet.
  - iii. No more than seventy (70) residential units, or 22 residential units per acre, may be located in the TC MU.

- iv. The maximum living space, meaning finished floor area in any unit, shall not exceed 1,200 square feet unless UHAC, or other affordable housing rule or regulation, requires a larger unit size, which said applicable larger unit size shall only be applicable to the affordable units.

**SECTION 3.** The Zoning Map of the Township of Verona as established and enacted in Section §150-3.2 is hereby amended to add thereto the TC MU Zone.

**SECTION 4.** Inconsistency. All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 5.** Severability. If any sentence, section, clause, or other portion of this ordinance, or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or repeal the remainder of this ordinance.

**SECTION 6.** Effective Date. This ordinance shall take effect twenty (20) days following passage and publication, or as otherwise required by law, and upon filing with the Planning Board of the County of Essex.

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

**NOTICE**

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF SEPTEMBER 23, 2022 AND XXX.**

JENNIFER KIERNAN  
MUNICIPAL CLERK

INTRODUCTION: September 19, 2022  
PUBLIC HEARING: October 17, 2022  
EFFECTIVE DATE:

# APPENDIX

## 10

### GROVE AVENUE ASSISTED LIVING (AMENDED C-2 ZONE)



TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE #2024-28

AMENDING THE STANDARDS OF THE C-2 (PROFESSIONAL OFFICE  
AND BUSINESS ZONE DISTRICT) BY ESTABLISHING ASSISTED LIVING  
FACILITIES AS A CONDITIONAL USE AND COWORKING SPACE AS A  
PERMITTED USE

**WHEREAS** the Township of Verona Planning Board adopted a new Master Plan on September 29, 2022; and

**WHEREAS** the Master Plan documents the aging population of Verona and specifically notes that as per the 2019 American Community Survey 5-year estimate, the percentage of the Township's population over the age of 65 was 19.5%, which is significantly higher than the New Jersey's percentage of the population over the age of 65 which was 15.9%; and

**WHEREAS**, this trend is reflective of national trends, as the U.S. Census Bureau projects that by 2030, one in five Americans will be 65 years or older and by 2035, the number of adults over the age of 65 will outnumber the number of children under the age of 18; and

**WHEREAS** the Master Plan notes that these demographic trends make it important for Verona to plan for ways to further accommodate the growing senior population; and

**WHEREAS**, assisted living facilities represent one such way to accommodate the growing senior population; and

**WHEREAS** the Master Plan notes that despite recent drops in demand, assisted living facilities are likely to continue its long-term upward trend largely due to the increasing age of the general population; and

**WHEREAS**, given this aging population, the Master Plan recommends the Township consider allowing this use in appropriate locations in the Township; and

**WHEREAS**, by proactively planning for this use, the Township can create bulk standards that allow for assisted living facilities to be located on sites that are large enough to support the use; and

**WHEREAS** the Master Plan notes that in addition to adopting a definition of coworking space the Township may want to consider permitting coworking spaces in the C-2 Zone District.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Council of the Township of Verona, County of Essex, State of New Jersey as follows:

(Added text is **emboldened**, and text being eliminated is shown in ~~strikethrough italics~~.)

**SECTION 1.**

Chapter 150, "Zoning," Article II, "Definitions and Word Usage," Section 150-2.3, "Definitions," of the General Legislation of the Township of Verona is hereby amended by supplementing the definition of "Assisted Living Residence" and adding a definition of "Coworking Space."

§ 150-2.3 Definitions

ASSISTED LIVING RESIDENCE

A facility which is licensed by the Department of Health **and Senior Services**, in accordance with N.J.A.C. 8:36, to provide **apartment-style** housing and congregate dining and to assure that assisted living services are available when needed, ~~to~~ **for** four or more

adult persons unrelated to the proprietor. Apartment units offer, at a minimum, one furnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

## **COWORKING SPACE**

A building or portion thereof consisting of a shared office environment, which contains desks or other workspaces and facilities, including but not limited to, dedicated workstations, office suites, meeting rooms, event space, resource libraries, and business or administrative support services, and is used by a recognized membership who share the site to interact and collaborate with each other as part of a community. Rules for membership and participation in the coworking space are explicit, transparent, and available to the public. Coworking spaces may host classes or networking events which are open either to the public or to current and prospective members.

## **SECTION 2.**

Chapter 150, "Zoning," Article XVII, "Schedule of District Regulations," Section 150-17.11, "C-2 (Professional Office and Business) Zone District," is hereby amended as follows.

### **§ 150-17.11 C-2 (Professional Office and Business) Zone District.**

- A. Principal permitted uses. No building or premises shall be erected, altered, or used except for uses designated for each district as follows:
  - (1) Commercial and professional offices.
  - (2) Commercial schools offering instruction in dance, music, fine art and similar pursuits.
  - (3) Family day-care centers.
  - (4) Coworking space.
- B. Permitted accessory uses. Any of the following accessory uses may be permitted in conjunction with a permitted principal use:
  - (1) Accessory uses customarily incidental to the principal or conditional use.
  - (2) The following accessory uses shall be permitted in an assisted living residence:
    - [a] Congregate dining facilities and food preparation areas.
    - [b] Administrative offices related only directly to the administration of the assisted living facility.
    - [c] Facilities for health care and services such as nursing stations, physician's offices, examination rooms, and visitor accommodations, not exceeding five percent of the gross floor area.
    - [d] Facilities or rooms for physical therapy.
    - [e] Facilities or rooms for exercise or entertainment
    - [f] Facilities for storage or maintenance
    - [g] Chapel(s)
    - [h] Housekeeping and laundering services
    - [i] Personal grooming center for the benefit of residents only
    - [j] Indoor and outdoor recreation areas.
  - (3) All supportive services and accessory uses shall be for the sole use and benefit of all the resident users and their guests, and staff working at or assigned to the facility.

C. Conditional uses. The following conditional uses are permitted within the district subject to area, yard and bulk regulations and other controls identified in the conditional use regulations of this chapter.

- (1) Mixed residential and professional office uses (nonmedical) subject to the mixed-use standards set forth in § 150-8.3.
- (2) Mixed residential and commercial office uses (nonmedical) subject to the mixed-use standards set forth in § 150-8.3.
- (3) Mixed professional (nonmedical) and commercial office uses (nonmedical) subject to the mixed-use standards set forth in § 150-8.3.
- (4) Assisted living facilities subject to the assisted living facility standards set forth in §150-8.12.

D. Area, yard and bulk regulations.

- (1) Minimum lot size: 15,000 square feet.
- (2) Minimum lot width: 100 feet.
- (3) Minimum front yard setback: 20 feet.
- (4) Minimum side yard setback (one): 15 feet.
- (5) Minimum side yard setbacks (both): 35 feet.
- (6) Minimum side yard setbacks (both) percentage of lot width: N/ A.
- (7) Minimum rear yard setback: 50 feet.
- (8) Maximum height for principal building (stories/ feet): 2.5/35.
- (9) Maximum height for accessory structures: 15 feet.
- (10) Maximum lot coverage: 30%.
- (11) Maximum improved lot coverage: 65%.
- (12) Maximum floor area ratio: 50%.
- (13) Minimum landscaped buffer along residential zone: 15 feet.

**SECTION 3.** Chapter 150, “Zoning,” Article VIII, “Regulations Governing Certain Conditional Uses,” is hereby amended as follows.

**§ 150-8.12 Assisted Living Facilities**

- A.** License required. No person shall operate any establishment or utilize any premises in the Township as or for an assisted living facility unless and until the assisted living facility has received or will be eligible to receive a license from the State of New Jersey, Department of Health and Senior Services, pursuant to the provisions of applicable state statutes and regulations.
- B.** Maximum number of beds/units. The maximum number of assisted living units in an assisted living residence shall not exceed 30 assisted living beds per acre.
- C.** Area, yard, and bulk regulations for assisted living facilities. In lieu of the area, yard and bulk regulations established in §150-17.11D. for the C-2 District, with the exception of

maximum lot coverage and maximum improved lot coverage, the following area, yard and bulk regulations shall apply to assisted living facilities.

- (1) Minimum lot size: 4.5 acres.
- (2) Minimum lot frontage and width: 45 feet.
- (3) Minimum front yard setback: 45 feet.
- (4) Minimum side yard setback: 20 feet for side yards adjacent to nonresidential uses and 30 feet for side yards adjacent to residential uses or residential zones.
- (5) Minimum rear yard setback: 50 feet.
- (6) Minimum landscaped buffer along residential uses and zones: 30 feet, except entrance driveways necessary for site access shall maintain a minimum landscape buffer of ten feet.
- (7) Minimum 20 feet landscaped buffer along the rear property line.
- (8) Maximum height for principal building (stories/feet): 3 stories / 40 ft.
- (9) Affordable housing requirements. A minimum of 15 percent of all bedrooms shall be set aside for very-low, low-, and moderate-income households in accordance with the pertinent affordable housing statutes, regulations, and shall follow the applicable standards set forth within the Uniform Housing Affordability Controls (UHAC) pursuant to N.J.A.C. 5:80-26.3-1 et. seq. The set-aside shall be reflected and documented in a deed restriction.
- (10) Minimum parking requirements. Sufficient parking shall be provided on the site to accommodate the maximum number of employees during the peak shift period plus 0.5 parking spaces per unit.
- (11) Any deviation from the maximum lot coverage and/or maximum improved lot coverage shall be requested pursuant to N.J.S.A. 40:55D-70(c).

D. Assisted living facilities in the C-2 Zone shall be located on properties with lot frontage on Grove Avenue, Commerce Court, or Pompton Avenue.



ATTEST:

*Jennifer Kiernan*  
JENNIFER KIERNAN  
MUNICIPAL CLERK

**NOTICE**

**I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF JULY 26, 2024 AND AUGUST 23, 2024.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

INTRODUCTION: July 22, 2024  
PUBLIC HEARING: August 19, 2024  
EFFECTIVE DATE: September 8, 2024

# **APPENDIX**

**11**

**320 BLOOMFIELD  
AVENUE**



# **Township of Verona 320 Bloomfield Ave and 11 Church St**

## ***DRAFT REDEVELOPMENT PLAN***

*Prepared by:*





**REDEVELOPMENT PLAN**  
**FOR THE BLOOMFIELD AVENUE AND CHURCH STREET**  
**REDEVELOPMENT AREA**

**Verona Planning Board**

Christopher Tamburro, Mayor  
Jessica Pearson, Chairperson  
David Freschi, Vice Chairperson  
Kevin O'Sullivan  
Alex Roman  
Al DeOld  
Tim Camuti  
Jesse Lilley  
Jason Hyndman  
Jeremy Katzeff –Alt. #1  
Julie Parker – Alt. #2  
Greg Mascera, Esq., Planning Board  
Attorney  
Mr. Peter Ten Kate, Township Engineer  
Kathleen Miesch, Planning Board Secretary

**Verona Township Council**

Christopher Tamburro, Mayor  
Jack McEvoy, Deputy Mayor  
Alex Roman, Councilman  
Christine McGrath, Councilwoman  
Cynthia Holland, Councilwoman

**Consultants:**

H2M Associates, Inc.  
119 Cherry Hill Road, Suite 110  
Parsippany, NJ 07054

**Adopted by Verona Township Council:**

\_\_\_\_\_, 2024

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



\_\_\_\_\_  
Sanyogita Chavan PP, AICP, License Number: 33LJ00593300



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## INTRODUCTION

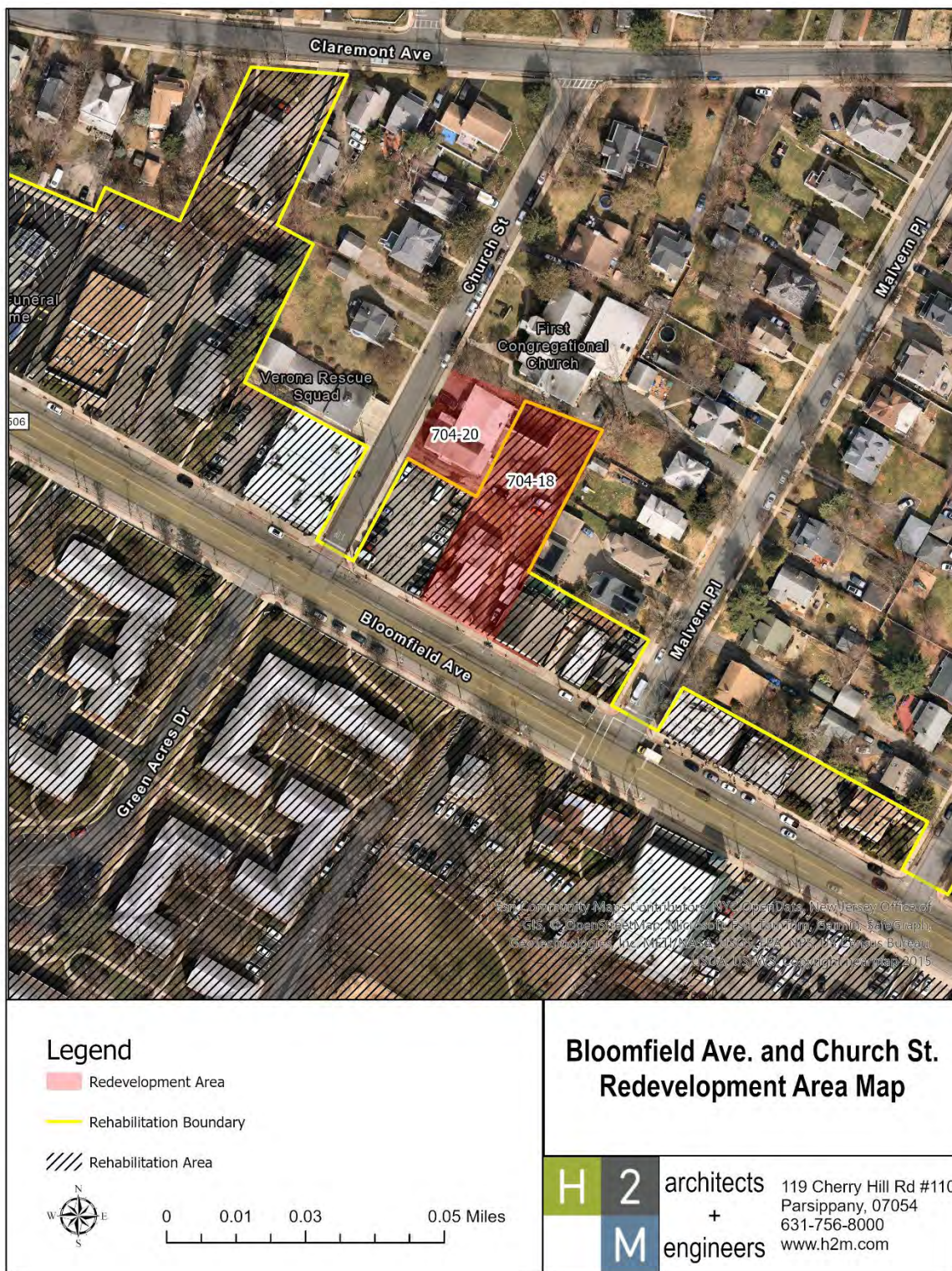
### 1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for the Bloomfield Avenue and Church Street Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey. The Bloomfield Avenue and Church Street Avenue Redevelopment Area comprises of two abutting interior lots of approximately 0.55 acres located at the intersection of Bloomfield Avenue and Church Street. These lots—Block 704, Lot 18 (320 Bloomfield Avenue) and Block 704, Lot 20 (11 Church Street)—result in a L-shaped configuration. Presently, Lot 18 is developed with a one-story structure fronting Bloomfield Avenue, which is attached to a two-story residential dwelling unit; a one-story accessory structure along the westerly property line; and a three-car garage along the rear property line. Lot 20 is developed with a one-story commercial building, which is attached to a 1½-story single-family dwelling. The entirety of the Bloomfield Avenue corridor has been designated an area in need of rehabilitation pursuant to Resolution 2024-75, which includes Lot 18 as seen in **Figure 1**. These two properties are designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2024-151, which means that the Township **will not use eminent domain** to acquire these properties. The resolutions are included herein in **Appendix A**. This redevelopment plan provides the development regulations and other standards to guide the redevelopment of the Bloomfield Avenue and Church Street Avenue Redevelopment Area (“Redevelopment Area”).





**Figure 1: Redevelopment Area Map**





## **1.2 PURPOSE/VISION**

The Bloomfield Avenue and Church Street Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The Bloomfield Avenue and Church Street Redevelopment Plan (“Redevelopment Plan”) is intended to attract businesses and residential uses along the Bloomfield Avenue corridor while maintaining the small-town charm and character. This Redevelopment Plan is proposed to address a number of Township’s issues and priorities, such as help stimulate economic development, remove conflicts for mixed-use development, incentivize property and façade improvement, promote walkability by activating the ground floors of structures, and help create a place where people will want to live, work, play, and shop.

The Redevelopment Area is in close proximity to an assortment of retail and commercial uses, and existing residential uses. These uses include a church to the north, the Verona Rescue Squad building and a residential home to the west, commercial use to the southwest at the corner of Bloomfield Avenue and Church Street, commercial and residential single-family uses to the east, and multi-family residential (garden apartments) and commercial uses to the south along Bloomfield Avenue. The site is also near the NJ Transit 29 bus stops along Bloomfield Avenue and about half a mile from NJ Transit 11 bus stops located at the intersection of Pompton Avenue and Claremont Avenue. The proximity to major bus routes connecting to nearby towns and attractions encourages the use of public transportation and reduces dependency on automobiles, which in turn helps to create a more walkable and attractive downtown.

## **1.3 NOTE ON PLAN TERMINOLOGY**

Throughout the Redevelopment Plan, a conscious distinction is made in the regulations between “shall” and “should.” “Shall” means that a developer is required to comply with the specific regulation, without any deviations. “Should” means that a developer is encouraged to comply but is not required to do so.

## **1.4 REQUIRED COMPONENTS OF THE REDEVELOPMENT PLAN**

The Local Redevelopment and Housing Law (LRHL) pursuant to N.J.S.A 40A:12A-7 requires that a redevelopment plan include an outline for the planning, development, redevelopment, or rehabilitation of the redevelopment plan area sufficient to indicate the following:

1. Its relationship to definite local objectives as to appropriate land use, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe, and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
4. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.





5. Any significant relationship of the redevelopment plan to:
  - a. The master plans of contiguous municipalities.
  - b. The master plan of the county in which the municipality is located.
  - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c.398 (C.52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
8. Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.
9. The redevelopment plan may include the provision of affordable housing in accordance with the "Fair Housing Act," N.J.S.A. 52:27D-301 et seq. and the housing element of the municipal master plan.
10. The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law," P.L.1975, c. 291 (C.40:55D-1 et seq.).
11. The redevelopment plan must state whether it shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area.
12. All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body may adopt a redevelopment plan which is inconsistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan.



## 2.0 EXISTING CONDITIONS

### 2.1 2024 AREA IN NEED OF REDEVELOPMENT INVESTIGATION SUMMARY

On January 22, 2024, the Township Council authorized the Planning Board to undertake a preliminary investigation to determine whether the properties, identified in the Township's Tax Maps as Lots 18 and 20 on Block 704, qualified as an area in need of redevelopment according to the criteria set forth in Section 5 of the LRHL (N.J.S.A. 40A:12A-5). On June 27, 2024, Verona Township's Planning Board held a public hearing on the findings of the preliminary investigation as set forth within the report entitled "320 Bloomfield Avenue and 11 Church Street Area in Need of Redevelopment Preliminary Investigation Report ("AINR Report"). The AINR Report found that parcels within the area met criteria "d" and "h." A summary of the necessary criteria as presented in the AINR Report and met by the study area is listed below.

- **Criterion d**  
Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community. Both parcels in the Redevelopment Area were classified as meeting the "d" criterion, as the properties were found to be inconsistent with modern land use planning standards and practices.
- **Criterion h**  
Designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation. Smart Growth Area Classification commonly refers to growth that serves the environment, economy, and community equally. It attempts to concentrate development into already-existing communities, when possible. Additionally, it addresses the inherent interconnections between environmental protection, social equity, public health, and economic sustainability. Selected areas throughout the State of New Jersey are designated as a Smart Growth Area by NJ State's Office for Planning Advocacy, from the spatial data related to the 2001 New Jersey State Development and Redevelopment Plan (SDRP). The SDRP was adopted pursuant to the State Planning Act and contains several smart growth policies and goals and a map that reflects the State's desired growth patterns. The properties in the Redevelopment Area were classified as meeting the "h" criterion, as the properties are located within Planning Area 1 (PA-1) known as the Metropolitan Planning Area. The PA-1 areas contribute to smart growth planning principles, pursuant to the SDRP, under the State Planning Act. Both the parcels are located within a walkable distance to bus stops and are in an area with existing water and sewer.

The Planning Board made a recommendation that the Township Council designate the said parcels as an area in need of redevelopment. The Township Council accepted the Planning Board's recommendation and designated the area as an area in need of redevelopment on September 9, 2024.



## 2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the eastern side of Verona, at the intersection of Bloomfield Avenue and Church Street. Bloomfield Avenue, a roadway under Essex County's purview, traverses from Fairfield to Newark. This roadway cuts through the heart of Verona and serves as the Township's traditional downtown. The Redevelopment Area is serviced by the NJ Transit 29 bus route, which runs from Essex Mall in West Caldwell to Newark Penn Station. Additionally, the Redevelopment Area is a 10-to-15-minute walk from the NJ Transit #11 bus stops that are located at the intersection of Pompton Avenue and Claremont Avenue. These transit routes are shown in **Figure 2**. The NJ Transit #11 bus runs between Willowbrook Mall in Wayne Township and the City of Newark. Riders in the Redevelopment Area can also access the #11 bus stops by riding on the westbound #29 bus route for about ½ mile and disembarking on the intersection of Pompton Avenue and Bloomfield Avenue or walking the distance. The optimal walking distance between a transit station or stop and a place of employment/residential use is between ¼ mile (1,320 feet) and ½ mile (2,640 feet), which places the redevelopment area within walking distance of a good bus service.





Figure 2: Public Transit





The redevelopment area is bounded by Bloomfield Avenue to the south and Church Street to the west. As mentioned earlier, the surrounding uses include a church to the north, Verona Rescue Squad building and residential single-family use to the west, commercial uses to the east and southwest along Bloomfield Avenue, residential single-family uses to the east, and a multi-family residential (garden apartments) and commercial uses to the south, along Bloomfield Avenue.

The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district - the Township's "**ETC**" **Extended Town Center**. A listing of permitted uses allowed in the zone district is provided below. The complete zoning standards for are located in Chapter 150 of the Township Code.

---

### *ETC – Extended Town Center*

---

#### **Section 150-17.15 Permitted uses.**

In District ETC, only the following uses are permitted:

1. Retail stores and retail service establishments, including stores or shops for retail business conducted entirely within the confines of a building.
2. Cafeteria.
3. Full-service restaurant.
4. Snack and nonalcoholic beverage bar.
5. Confectionery and nut store.
6. Baked goods store.
7. Retail bakery.
8. Caterer, off site.
9. Caterer, on site.
10. Limited-service restaurant.
11. Banks and other financial institutions.
12. Commercial and professional offices.
13. Wholesale trade.
14. Family day-care centers.
15. Personal service establishments.

Conditional uses within the ETC District subject to area, yard and bulk regulations and other controls identified in the conditional use regulations within the Township Code:

1. Automobile sales subject to the conditional uses standards set forth in Section 150-8.4.
2. Mixed residential and retail subject to the mixed-use standards set forth in Section 150-8.3.
3. Mixed retail and commercial (nonmedical) subject to the mixed-use standards set forth in Section 150-8.3.
4. Mixed retail and professional office (nonmedical) subject to the mixed use standards set forth in Section 150-8.3.
5. Automobile service stations subject to the conditional uses standards set forth in Section 150-8.5.
6. Massage parlors subject to the conditional use standards set forth in Section 150-8.11.





**Figure 3: Bloomfield Avenue and Church Street Redevelopment Area Zoning Map**

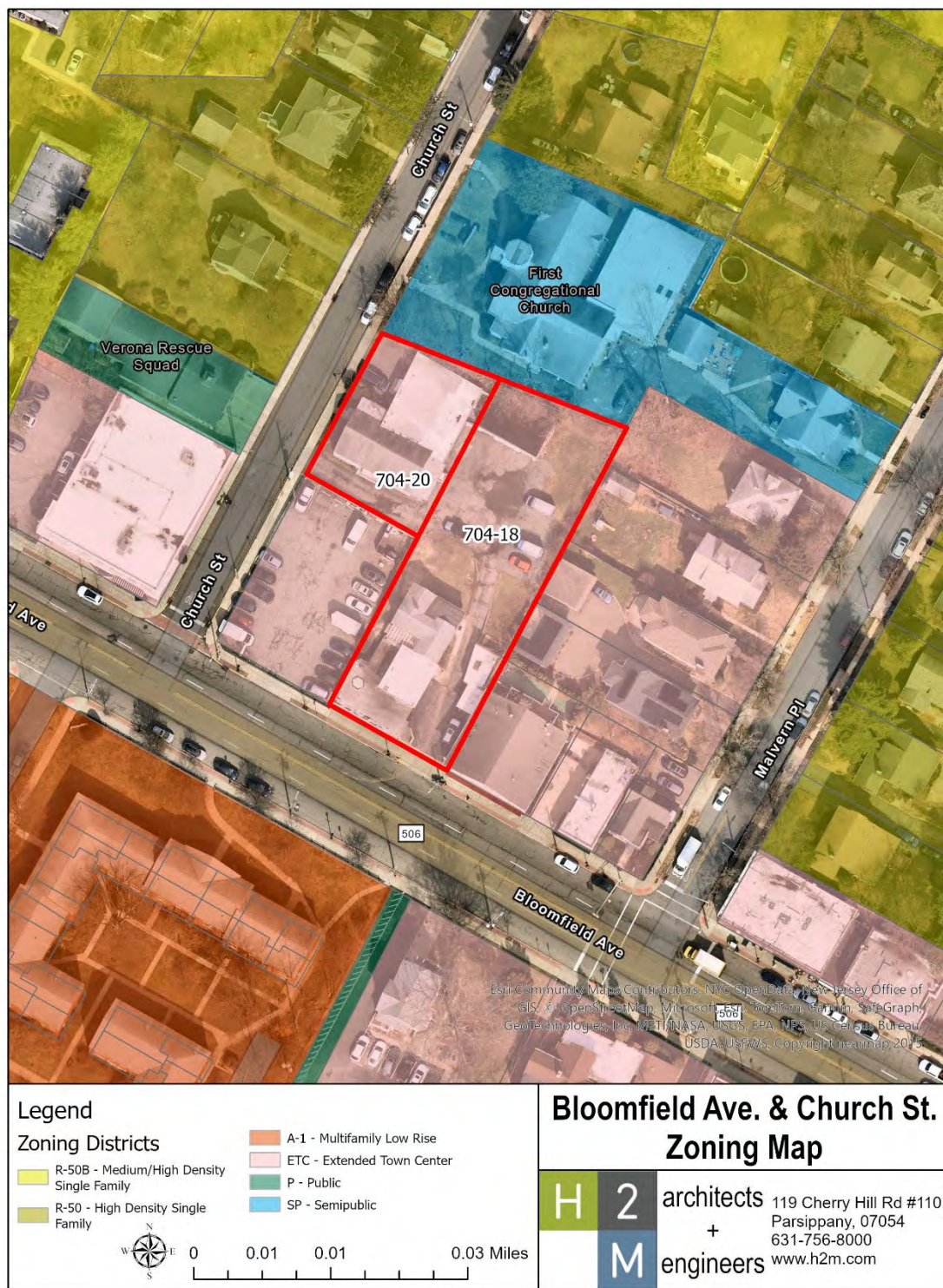
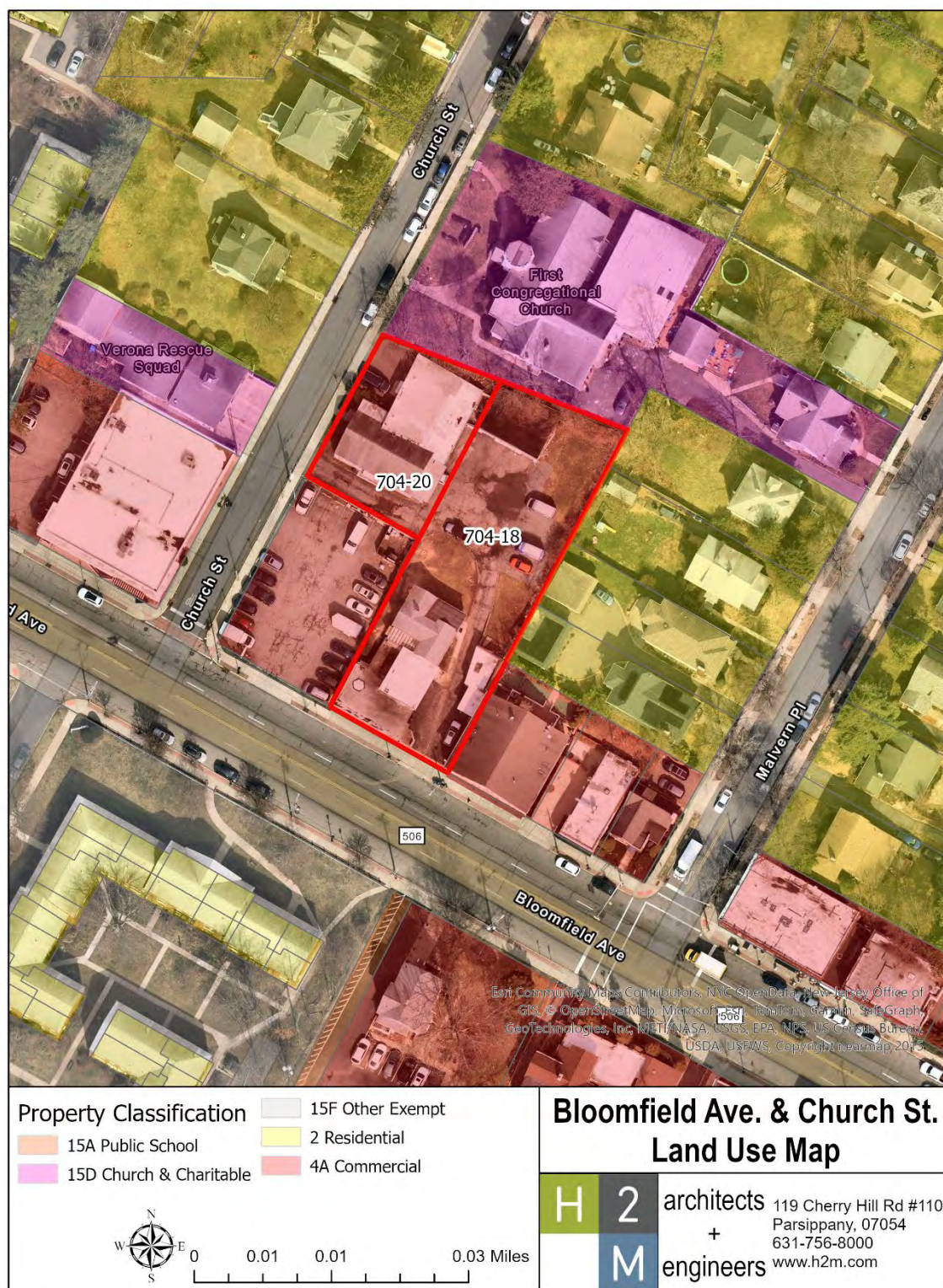






Figure 4: Bloomfield Avenue and Church Street Redevelopment Area Land Use Map





### 2.3 RELATIONSHIP TO MASTER PLAN AND LOCAL GOALS AND OBJECTIVES

The Township's latest Master Plan was adopted in September 2022. The Master Plan sets forth the goals and objectives for land uses within the Township. The following information from the plans relate to the redevelopment area:

#### *2022 Master Plan.*

The Master Plan addresses several planning issues and priorities pertaining to revitalizing the Verona's downtown and commercial corridor along Bloomfield Avenue. These planning issues include stimulating economic development, increasing diversity in housing stock, removing conflicts for mixed-use development, incentivizing property and façade improvement, promoting walkability by activating the ground floors of structures, and being a place where people will want to live, work, play, and shop. The Master Plan acknowledges that Verona is a nearly fully built-out community and, thus, future major development would likely be through redevelopment initiatives. The Land Use Element provides guidelines for future development and redevelopment that addresses the aforementioned planning issues but aims to maintain the character of the Township's residential neighborhoods. The Economic Development Element addresses these planning issues by encouraging strategic use of infill development and redevelopment to continue to ensure the Bloomfield Avenue corridor is vibrant and attractive to visitors and residents.

The 2022 Master Plan's goals and objectives address the topic of redevelopment and are listed below:



<i>Land Use Goal #5:</i>	<i>"Promote growth in appropriate areas that meet current and future land use trends."</i>
<i>Land Use Objective #5c:</i>	<i>"Utilize redevelopment designations, where appropriate, to provide greater commercial and housing options."</i>
<i>Land Use Objective #5f:</i>	<i>"Guide the future development and/or redevelopment of land within the Township so as to incorporate new construction without undue disruption to the established character of the Township."</i>
<i>Land Use Goal #7:</i>	<i>"Ensure zoning districts regulations and land uses align with the Township's development goals."</i>
<i>Land Use Objective #7a:</i>	<i>"Incentivize improvements along the Bloomfield Avenue corridor."</i>
<i>Land Use Objective #7e:</i>	<i>"Promote smart growth policies in future development in commercial and mixed-use zones."</i>
<i>Economic Development Goal #1</i>	<i>"Continue to ensure Bloomfield Avenue is a vibrant and attractive downtown."</i>
<i>Economic Development Objective #1a:</i>	<i>"Consider the rehabilitation and redevelopment of existing buildings and storefronts."</i>
<i>Economic Development Objective #1c:</i>	<i>"Utilize incentives for infill development and redevelopment along Bloomfield Avenue commercial corridor."</i>
<i>Economic Development Objective #3:</i>	<i>"Maintain Attractive and thriving business and commercial districts."</i>

## 2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 320 Bloomfield Avenue (Block 704, Lot 18) and 11 Church Street (Block 704, Lot 20) into an area that is attractive to passersby and improves an underutilized property. The Redevelopment Plan helps to achieve the Township's goals of spurring economic development within the Bloomfield Avenue corridor by capitalizing on the area's proximity to public transportation and existing commercial and retail businesses. This will enable the Township to increase diversity of commercial options and





housing types, while maintaining the existing character of the surrounding residential and commercial areas.

The objectives for this Redevelopment Plan are to:

1. Promote investment and economic vitality by encouraging mixed use commercial and residential development that activates the street-level.
2. Enhance and maintain the character of the Township by incorporating contemporary planning and design principles that instill a sense of place and provide an attractive livable environment.
3. Utilize sustainable development principles to improve stormwater management and overall sustainability.
4. Provide a range of market rate and affordable housing options that meet the current and future needs of Township residents.
5. Revitalize an obsolete and underutilized area of the Township with high-quality development.
6. Encourage walkability and public transit use and minimize vehicular dependency.

## **2.5 RELATIONSHIP TO ZONING ORDINANCE**

The use, bulk, design and performance standards for this Redevelopment Plan shall supersede the provisions set forth within the Zoning Ordinance of the Township of Verona. In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance of the Township of Verona shall, however, remain in effect. The Township's Zoning Map shall be amended upon the adoption of this Plan in accordance with N.J.S.A. 40A:12A-7.c to reflect this new classification.



## 3.0 DEFINITIONS

The definitions set forth within Section 150-2.3 shall apply to this plan, with the following additional definitions.

### **Art Gallery**

A room or building devoted to the exhibition and/or sale of works of art.

### **Art Studio**

An artist's workspace, employed for the activities such as painting, pottery (ceramics), sculpture, scrapbooking, photography, graphic design, animation, or creation of music or dance practice.

### **Artisanal Workshop**

Shops of special trade, including the small-scale manufacturing, compounding, assembly, processing, packaging or similar treatment of such products as: baked goods, candy, ceramics, pottery, china, weaving and other textile arts, painting, woodworking and other artistic endeavors and similar trades. Retail sales on the premises of products made on the premises are required.

### **Bistro**

A small-scale restaurant, with or without some food prepared off-site and pre-packaged with seating at tables or counters.

### **Blade Sign**

A vertically oriented wall sign that projects perpendicular to the facade of the building.

### **Brewpub**

An establishment that sells at least 25% or more of its product in-house and is accompanied by a restaurant area for dine-in use only.

### **Ghost Kitchen or Virtual Kitchen**

A food production facility for meals solely intended for offsite consumption and dependent on delivery by on-demand food couriers or a delivery service.

### **Learning Center**

A facility at which students are provided with academic enrichment opportunities other than a regular academic program or other traditional schooling, and/or additional activities designed to complement their regular academic program, in consideration for a fee for the services offered in these centers that is the responsibility of a student or parent, guardian or other representative of the applicable student.



### Shared Kitchen

A use providing access to space and tools to local small producers for a fee or with a sublease. This space shall be focused on tools such as a health-inspected, commercial kitchen for food production that a small business can rent by the hour. Such spaces shall be a minimum of 2,000 square feet in area. Such a space shall not be used as a ghost kitchen or virtual kitchen.

## 4.0 USE AND BULK REGULATIONS

### 4.1 Land Uses

The purpose of the Redevelopment Plan is to create mixed-use development that will help spur economic growth in Verona's commercial and retail corridor on Bloomfield Avenue. The new commercial or retail uses on the ground floor will add to the commercial options for residents and visitors. The new market rate and affordable rental units, located above the ground floor, will increase the diversity of housing types for current and future Verona residents. The Redevelopment Plan aims to reduce vehicle dependency and promote walkability by taking advantage of its location within walking distance of NJ Transit bus stops and Verona Park. The Redevelopment Area aims to create an attractive and vibrant downtown that can be enjoyed by residents and visitors. The Redevelopment Area uses, and bulk regulations will supersede the use bulk regulations of the underlying ETC Zone District, shown in **Figure 3**:

1. Permitted Uses:

- a. Personal services, retail sales, and retail services, including stores or shops for retail where the business is conducted entirely within the confines of a building, on the first floor.
- b. Residential Apartments on the second and third floor. No residential shall be permitted on the first floor.
- c. Full-Service Restaurants
- d. Bakery
- e. Personal service establishments
- f. Bistros
- g. Cafes
- h. Learning Center
- i. Art Studio
- j. Art Gallery
- k. Brewpub
- l. Artisanal Workshop
- m. Shared Kitchen except Ghost Kitchen or Virtual Kitchen

2. Accessory Uses:

- a. Accessory uses customarily incidental to the principal or conditional use.
- b. Off-street parking in accordance with Section 4.6 of this Redevelopment Plan.
- c. Private recreation facilities, intended for the use by residents of the premises.
- d. Outdoor restaurant seating in accordance with Section 150-7.23.





- e. Sidewalk café in accordance with Section 150-7.22.
- f. Refuse and recycling enclosures.

#### 4.2 Bulk Regulations

Development in the Redevelopment Area is subject to the requirements in the table below.

Bulk Standards	Requirements
Min. Lot Area	0.5 acre
Max Density	23 dwelling units/acre
Min Lot Width	75 ft
Min Lot Frontage	75 ft
Min. Front Yard Setback	8 ft
Max. Front Yard Setback	10 ft
Min. Side Yard Setback (one)	5 ft
Min. Side Yard Setback (both)	15 ft
Rear Yard Setback	75 ft
Max. Building Coverage	40%
Max Building Height (stories/feet)	3 stories/50 ft
Improved lot coverage (%)	80%
Max Floor Area Ratio	N/A

#### 4.3 PROHIBITED USES IN REDEVELOPMENT AREA

The prohibited uses as per Section 150-4.3 of the Zoning Ordinance shall apply to the Redevelopment Area.

#### 4.4 BUILDING AND UNIT DESIGN

1. Dwelling unit size: One- or two-bedroom units are permitted and must meet the following criteria:
  - a. One-bedroom rental units – minimum 688 square feet
  - b. Two-bedroom rental units– minimum 1,000 square feet
  - c. Three-bedroom rental units- minimum 1,200 square feet
  - d. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan.
  - e. If a development proposal does not include three-bedroom apartments in compliance with the UHAC regulations, then the required percentage of low- and moderate- affordable housing shall be provided through two-bedroom units.
  - f. Each change in lease occupancy (including lease assignment and lease sub-letting) would require the issuance of a certificate of continued occupancy to verify continue compliance with the foregoing, the reasonable cost of each such inspection to be borne by the owner of the improvements constructed in the Bloomfield Avenue and Church Street Redevelopment Area.



2. Buildings with residential uses shall provide laundry facilities and central air conditioning for each dwelling unit either in the unit or in common areas accessible only to residents. Window air conditioning units are not permitted. Television connections shall be provided for each unit. One satellite dish shall be permitted per structure and shall not be visible from any street.

#### 4.5 DRIVEWAYS & CURBS

1. Driveways shall not be located closer than five (5) feet from a property line, nor closer than ten (10) feet from an existing driveway on an adjacent property.
2. Two-way driveways shall be a minimum of 24 feet wide; in instances where a center median is proposed, the median shall be a minimum of 5 feet in width and the driveway shall be a minimum of 18 feet in width. Depressed curb may be provided to enable circulation of emergency vehicles.
3. Curbs along public rights-of-way shall be poured-in-place concrete or other masonry material such as Belgian block.

#### 4.6 PARKING

1. Parking is prohibited in any required front yard setback.
2. Parking shall be located to the rear of a building. No parking is permitted along Bloomfield Avenue.
3. Adequate fire and emergency access must be provided subject to the Township of Verona Fire Department.
4. All parking spaces shall be at least nine feet by eighteen feet, except that two and one-half feet of the length may be included in any overhang.
5. On-site parking shall not be used for any purpose other than parking.
6. Adequate parking facilities for accessibility to people with mobility impairments shall be provided as required by the Americans with Disabilities Act (ADA).
7. Parking in the Bloomfield Avenue and Church Street Redevelopment Area shall be required based on the following table.

Permitted Uses	Minimum Parking Requirements
One-bedroom apartment	1.8 spaces per unit
Two-bedroom apartment	2.0 spaces per unit
Three-bedroom apartment	2.1 spaces per unit
Non-residential uses	1 space per 250 square feet
<ol style="list-style-type: none"><li>a. Residential uses must be provided off street parking.</li><li>b. The Planning Board may grant deviations and exceptions based on the ratios provided above.</li><li>c. All off-street parking must comply with regulations for Make-Ready EV parking spaces set forth by P.L. 2021, c.171 of the Municipal Land Use Law. By providing Make-Ready EV spaces, no more than 10% of the required off-street parking may be waived in the Redevelopment Area.</li></ol>	



8. Overnight Parking. No person shall park a vehicle on any day between the hours of 12:00 am and 4:00 am upon any street or any part of the street within the Redevelopment Area, unless otherwise provided for by the Township Ordinance.

#### **4.7 ON-SITE PEDESTRIAN REQUIREMENTS**

1. Pedestrian walkways shall be provided connecting Bloomfield Avenue to building entrances and connecting parking areas to building entrances.
2. Where practical, pedestrian walkways shall be raised above the grade of streets, drives, parking lots and other paved areas. Where pedestrian walks cannot be raised, they shall be constructed of a material that is different from the adjacent pavement. Pedestrian walkways shall be of a different material than parking areas.
3. Walks, sidewalks and parking areas shall have lighting as required by the Township's land use ordinances and as otherwise required by the Planning Board.
4. Internal walkways shall be a minimum of four-feet wide and shall be designed to comply with the requirements of the Americans with Disabilities Act (ADA).

#### **4.8 BICYCLE PARKING REQUIREMENTS**

1. A designated area for bicycle parking should be provided inside the building or outside in a protected area. Parking should be provided in such a way that allows for a bicycle to be properly secured, via a bicycle rack or locker.
2. A minimum of one internal (1) bike parking space per 10 units should be provided, with additional outdoor bike racks located for public and private use. When determination of the number of bicycle parking results in a fractional space, any fraction less than 0.5 should be rounded down and greater than 0.5 should be rounded up.



#### **4.9 SIGNAGE**

1. One monument sign identifying the residential use may be provided at the entrance to the parking along Church Street. The sign base shall have a maximum height of two and a half feet with the sign face on the top of the base. The material and appearance of the sign base shall be complementary to the building. The sign shall have a maximum width of five feet, maximum height of three feet, and maximum area of 15 square feet. The sign shall be set back at a minimum distance of five feet from the right-of-way of Church Street.
2. Defer to the façade signs standards set forth within Section 150-7.9 of the Township's Code for non-residential uses.
3. Awnings associated with principal permitted non-residential uses shall conform to the following specifications:



- a. Fixed awnings attached to buildings shall not extend from the building more than 24 inches, nor be greater than 36 inches in height. Drop or retractable awnings shall not extend from the building more than six feet. The lower edge of the curtain of any awning or canopy shall be no closer to the ground or sidewalk than eight feet. No part of the iron or other supporting framework shall be closer than seven feet eight inches to the ground or sidewalk.
  - b. Lettering on any such awning must be located on the vertical fringe and must be no more than four inches in height. Lettering or other graphics on the ends of a canopy or awning are specifically prohibited.
  - c. No internal lighting for awnings shall be permitted.
  - d. One awning sign per storefront window or storefront bay shall be permitted.
  - e. Text and graphics on the projecting sign shall be limited to the name and logo of the business only. Address labels, operating hours and contact information are prohibited.
  - f. Awnings shall be permitted in the following four colors: hunter green, classic navy, tan, or classic burgundy.
  - g. Awning signs shall be made of a high-quality canvas, woven acrylic, or similar material. Vinyl, plastic, mylar, and other shiny or glossy materials are prohibited. "Egg crate" undersides to awning signs are prohibited.
  - h. The awning shall be permitted as per the following standards:
    1. Maximum of width of the building front.
    2. Maximum height of three feet.
    3. Maximum valance height of 12-inches.
    4. Maximum depth/projection of 2 feet.
    5. Maximum letter height of 4 inches.
4. Blade sign shall be permitted for non-residential uses as per the following standards:
- a. Minimum vertical clearance between the ground level and the bottom of the sign shall not be less than eight (8) feet.
  - b. No internal lighting for blade signs shall be permitted.
  - c. On multistory buildings, projecting signs shall not extend above the bottom of the second-floor windowsills.
  - d. One blade sign per façade is permitted as per the following standards:
    1. Maximum area: 8 square feet
    2. Width: 4 feet maximum
    3. Height: 2 feet maximum
    4. Depth/projection: 2 feet maximum
    5. Letter Height: 8-inches maximum



## 5.0 BUILDING AND SITE DESIGN

These design guidelines shall be applied with the relevant use and bulk standards to reinforce the physical and spatial character of the Redevelopment Area. The following guidelines are intended to create a plan that excels at providing comfortable, convenient and aesthetically pleasing mixed-use development for the Township.

### 5.1 ARCHITECTURE AND RESIDENTIAL STANDARDS

1. **Dwelling Unit Mix.** The mix of dwelling units shall be of the size and the mix set forth in Section 4.4 in an arrangement that promotes the enjoyment of the dwelling units, other on-site facilities and the community as a whole by residents of the development. The Planning Board shall require, as a condition of final approval of the development plan, the provision that the locations of the dwelling unit mix conform with the above standards.
2. **Dwelling Unit Privacy.** Adjacent dwelling units shall be adjoined in such a manner as to provide code required STC values for soundproofing and privacy between such units.
3. **Site Layout.** Surface parking lots are not permitted in the front yard along Bloomfield Avenue and shall maintain the minimum front yard setback along Church Street.
4. **Entrance Lighting.** A minimum of one (1) low-wattage incandescent or LED light fixture shall be provided outside the exterior entrance to the residential portion of the building.
5. **Fire Escapes.** Buildings containing dwelling units located above the second story and requiring a second means of egress pursuant to the Uniform Construction Code shall not utilize an attached external fire escape as one of the required means of egress.
6. **Type of Lighting Source.** Low-wattage lamps shall be used along all sidewalks, walkways, courtyards and plazas and on any building or unit. Parking lot lighting shall be incandescent or another light source compatible with the same. Both shall comply with the Township's lighting standards.
7. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to the Township's cable television utility.
8. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.

### 5.2 BUILDING MATERIALS

1. Building materials. Permitted building materials shall consist of the following, individually or in combination: brick, stone, metal panels or siding, fiber-cement lap siding, fiber-cement shingles, clapboard or synthetic alternative (Hardie board), wood or architectural metal. Exterior insulated finishing systems (EIFS) and vinyl siding shall not be permitted.
2. Natural materials are encouraged.
3. Nonnatural materials intended to imitate natural materials shall not be permitted.
4. There shall be no blank facades and buildings shall adhere to the standards listed above and in this document.



### 5.3 BUFFERS

1. A minimum 10-foot landscaped buffer is required along residential zones and uses.
2. Such buffer shall include a visual screen designed to produce dense cover consisting of evergreen or evergreen-type hedges or shrubs, spaced at intervals of not more than five feet, located and maintained in good condition within 10 feet of the property line. A six-foot high privacy fence shall be provided along with the plantings.

### 5.4 FAÇADES

1. The building shall provide scale-defining architectural elements or details, such as windows, spandrels, awnings, porticos, pediments, cornices, pilasters, columns and balconies. These elements should reflect the existing character and scale of Verona and incorporate elements that relate the façade to existing buildings along Bloomfield Avenue, while not imitating the exact elements.
2. All entrances to a building, except service and emergency egress doors, shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and other elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of the building as a whole, as shall the doors.
3. Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior. Monotonous, uninterrupted walls or roof planes shall be avoided. Building wall offsets, including projections such as balconies, canopies, awnings, and signs, recesses, and changes in floor level, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
4. In any mixed-use building, the difference between ground floor commercial uses and upper-level residential uses shall be reflected by differences in façade. Ground floor commercial entrances shall be accentuated through the use of cornice lines and can be accentuated further through the use of distinct but comparable materials, signs, and awnings.
5. Articulate the building entrance in the façade to make it easily identifiable by pedestrians and motorists and to provide architectural interest.
6. The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.
7. There shall be no blank facades along any side, especially the sides that are visible from the street and parking lot.





8. Fenestration:

- a. Nonresidential space fronting Bloomfield Avenue should be designed with storefront type display windows and a new ground floor commercial space. The ground floor shall be comprised of a regular rhythm of storefront bays and window treatments such that the ground floor façade is predominately glazed. The glazing materials shall be highly transparent, with low reflectivity. The area above the storefronts shall be articulated with a sign band area and/or lintel composed of detailed layers of relief that create depth and shadow.
- b. Upper floor windows shall be vertically proportioned and be vertically aligned with the location of windows and doors on the ground floor below.
- c. Fenestration patterns should utilize large window openings and/or tight groupings of smaller windows.
- d. Window sizing and spacing shall be consistent with and complementary to the overall façade composition.
- e. Window types shall be consistent with the building elements.
- f. Roofs shall be provided in accordance with Section 5.5 of this Redevelopment Plan.

**5.5 ROOFS**

1. The shape, pitch, and color of a roof should be architecturally compatible with the style, materials, and colors of such building.
2. If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment. Additionally, a cornice shall project out horizontally from the façade and shall be ornamented with moldings, brackets, or other detailing.
3. Roofline offsets shall be provided along any roof measuring more than 50 feet in length in order to provide architectural interest and articulation to a building.

**5.6 MECHANICAL EQUIPMENT SCREENING**

1. Screening of rooftop mechanical equipment is required.
2. All rooftop mechanical equipment (HVAC, exhaust systems, etc.) shall be screened from view from all adjacent public streets, open spaces and parks in all directions and elevations to minimize the negative impact.
3. Screening materials shall be consistent with the architectural detail, color and materials of the building. Wire mesh screening is not permitted.
4. All roof and HVAC systems must meet the building code requirements and be set back a minimum of 15 feet from any street or public open space and screened to not be visible from any adjacent public street or public property within the Redevelopment Area.



5. If wall pack ventilation units are being used, they are required to match the adjacent building material color.
6. The parapet wall to screen mechanicals shall not be counted towards the building height calculation.

## **5.7 TRASH/TRASH ENCLOSURES/RECYCLING**

1. All trash enclosures shall follow all regulations set forth by Section 446-9 of the municipal code.
2. All loading, refuse collection and service and utility areas must be sufficient to serve the business being conducted on the parcel without using adjacent streets. No such areas shall be visible from any neighboring property or adjacent street and must be setback 10 feet or more from adjacent streets. Provision must be made for handling all freight in rear yards or on those sides of the buildings which do not face a street. The recommended method of screening shall consist of walls and gates compatible in color and texture with the building material, buffered by a landscape strip. The strip shall have a minimum width of three (3) feet and shall be located on all sides that do not include an entry access or abut a windowless façade. Buffers shall be planted so as to sufficiently obscure the view of the facilities from public view throughout the year and walls and gates constructed as to minimize any emissions of noise or odor. The screen shall not be less than five (5) feet in height at the time of planting and eight (8) feet in height at the time of maturity.
3. All outdoor containers shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. No collection areas shall be permitted between a street and the front of a building. Chain-link fencing or wire-mesh screening is not permitted.
4. Collection areas shall be effectively designed to contain all material generated on site and deposited between collections. Deposited materials should not be visible from outside the enclosure.
5. Collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
6. Collection areas shall be located upon the site so as to provide clear and convenient access to collection vehicles. Refuse collection and recycling areas shall not be located within required landscaped yards and buffers.
7. An option to reduce the visual impact of the collection containers is to store and compact material inside the building, thus eliminating the need to screen outside containers.
8. Delivery, loading, trash removal or compaction, or other such operations may be limited by the Township between certain hours where noise impacts at the lot line of any adjoining residential property or district shall be required to meet Township and State requirements. Also, the applicant shall provide an effective litter management plan, subject to Township's approval. Such management plan shall be submitted with an application for final site plan approval.



9. Any internal collection and storage of trash or recycling within the building shall be in an area easily accessible by residents and shall be maintained to prevent any foul odors or spillage and to prevent any condition which may pose a hazard to life, health and safety. A refuse collection room shall be provided at the cellar or lowest story to receive the refuse. Such rooms shall be enclosed with walls and roofs constructed of material having a minimum fire resistive rating of three hours, except that gypsum masonry may not be used for such enclosure walls. Openings to such rooms shall be provided with fireproof, self-closing doors having a minimum fire resistive rating of one and one-half hours.
10. Trash and recycling collection shall be through a private service to be paid by residents of the improvements constructed in the Redevelopment Area and not by the general revenue or tax collections of Township of Verona. A recycling and trash pickup plan shall be submitted. The owner or occupant of each commercial establishment or dwelling unit shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, such removal to be made regularly scheduled intervals, not less than once a week.
11. All bulk containers used by retail or retail service establishments or dwelling unit shall at all times be kept in good repair, be structurally sound and leak-proof and constructed to stand firmly upright and shall be equipped with a cover which is secured to the unit or able to be secured. No bulk container shall be filled in excess of its stated capacity, causing overflow and unsanitary conditions. All users of bulk containers shall ensure that such containers are emptied promptly, not less than once a week. All bulk containers shall be maintained to prevent any foul odors or spillage and to prevent any condition which may pose a hazard to life, health and safety.

## **5.8 UTILITIES**

All new utility distribution lines and utility service connections from such lines to buildings in the Redevelopment Area shall be located underground. To the extent possible, existing utility lines should also be relocated underground. Remote readers for all utilities, in lieu of external location of the actual metering devices, are preferred.

## **5.9 LIGHTING**

1. Adequate lighting shall be provided for all parking areas and pedestrian walkways. All outdoor lighting, including streetlamps and accent lighting, should comply with “dark sky” standards intended to reduce light pollution. Dark sky standards require that lighting is downcast, illuminates only the intended areas, and does not cause disabling glare that affects driver safety and reduces the visibility of starry night skies. Lighting for a building must be contained on the property on which the building is located. LED lighting shall be permitted in addition to all of the conditions of the Township ordinance standards for lighting.
2. All lighting shall be serviced by underground wiring.
3. Spotlight-type fixtures attached to buildings are prohibited.



4. Light fixtures attached to the exterior of a building are encouraged and should be architecturally compatible with the style, material, and colors of the building. Exterior light figures attached to the building shall not project more than 24 inches from the building line.
5. Where lights along lot lines will be visible from the interior of adjacent buildings, the lights shall be properly shielded and/or mounting heights reduced.
6. All lighting designs and installations are subject to Township review and approval.
7. All lighting plans shall be accompanied by a point-by-point plan indicating numerical illumination levels. The plan shall indicate the average, minimum, maximum and minimum to maximum illumination levels for maintained foot-candles.

## **5.10 STORMWATER MANAGEMENT**

All developments in the Redevelopment Area shall also comply with all the pertinent Township ordinances as found in Chapter 150, Article 25.

## **5.11 SUSTAINABILITY**

The following sustainable development standards and practices are required in the redevelopment area:

1. Landscaping
  - a. Use native species and species that are recommended in Chapter 150, Attachment 3, that do not need excessive watering for all landscaping trees and plantings.
  - b. Retain existing trees and shrubs and replant more trees than removed. Any trees slated for removal shall be replaced in accordance with Chapter 493, Article II.
  - c. Provide landscaping in the required eight (8) foot front yard setback and in the buffer areas.
2. Waste Management and Recycling
  - a. Facilitate recycling in common areas within buildings and in outdoor open spaces by providing easily accessible recycling bins.
  - b. Facilitate recycling in dwelling units by adding recycling bins and ensuring that the recycling drop-off location is clear and accessible.
  - c. Ensure that each trash room includes recycling containers or a mechanism to separate trash from recyclable materials.
  - d. Provide sufficient recycling collection capacity through meeting a minimum required 0.0625 cubic yards per resident and 0.035 cubic yards per full time employee of any commercial uses.

The following sustainable development standards and practices are not mandatory but are strongly encouraged in the redevelopment area:

1. Energy Efficiency
  - a. Ensure refrigerators, washers, dryers, and dishwashers are ENERGY STAR rated.



- b. Specify windows with a low-E coating and follow ENERGY STAR guidelines.
  - c. Ensure windows are operable in dwelling units to allow residents to naturally vent or cool space.
  - d. Include digital, programmable and user-friendly thermostats in the dwelling units.
- 2. Indoor Air Quality
  - a. Incorporate ENERGY STAR rated fans that automatically vent in bathrooms in dwelling units.
  - b. Protect ducts and HVAC from dust during construction to ensure they are clean before occupancy.
- 3. Water Efficiency
  - a. Use WaterSense rated fixtures in dwelling unit bathrooms.

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## 6.0 PLAN CONSISTENCY

The Redevelopment Plan carefully considers the needs, issues and opportunities of multiple jurisdictions in an effort to further the goals of existing plans.

### 6.1 RELATIONSHIP TO MASTER PLANS

#### *Verona Master Plan.*

This Plan acknowledges and serves to address many of the goals and objectives noted in the 2022 Master Plan associated with redevelopment including:

- **Goal #5** of the **Land Use Element of the 2022 Master Plan** is to “Promote growth in appropriate areas that meet current and future land use trends.” Furthermore, **Objective #5c** aims to “utilize redevelopment designations, where appropriate, to provide greater commercial and housing options” applies to Township’s efforts to utilize redevelopment to diversify housing stock and increase commercial options within the Township. This is in addition to **Objective #5f** which aims to “guide the future development and/or redevelopment of land within the Township so as to incorporate new construction without undue disruption to the established character of the Township.”
- **Objective #7a** of the **Land Use Element of the 2022 Master Plan**, which aims to “incentivize improvements along the Bloomfield Avenue corridor.” The Redevelopment Plan inherently aligns this objective as it aims to create attractive, multi-family housing and commercial space on an underutilized lot with property and building conditions that represent dilapidation, faulty arrangement or design, and excessive land coverage.
- **Goal #1 of the Economic Development Element of the 2022 Master plan**, “continue to ensure Bloomfield Avenue is a vibrant and attractive downtown” is a guiding goal for the Redevelopment Plan which aims to improve an area along Bloomfield Ave.

#### *Adjacent Municipalities*

The Redevelopment Area is not close to the boundaries of any of the neighboring towns. Nevertheless, in reviewing the master plans for the adjacent municipalities of Essex Fells, North Caldwell, West Orange, Montclair, and Cedar Grove, there are no inconsistencies with the goals and recommendations of this plan.

#### *2001 State Development and Redevelopment Plan (SDRP).*

The objectives of the 320 Bloomfield Avenue and 11 Church Redevelopment Plan are consistent with the goals, strategies and policies of the 2001 New Jersey State Development and Redevelopment Plan (SDRP). The entire Plan Area is located within the PA-1 Metropolitan Planning Area, where growth and redevelopment is recommended. The study area, within the PA-1 area, is a location consistent with “Smart Growth” planning principles. The intent of the PA1 area of the SDRP 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. Beyond this, the redevelopment study area meets redevelopment criterion “h” as the Township’s land use policy documents recommend a smart growth redevelopment approach for this area.





*2025 State Development and Redevelopment Plan (SDRP)*

The 2001 SDRP is in the process of being updated. This update is being overseen by the Office of Planning Advocacy (OPA) staff and the State Planning Commission (SPC). At the time of writing this Redevelopment Plan, the goals of the 2025 SDRP and a preliminary version of the Updated State Plan Map is available on the state's website.<sup>1</sup> As per the Updated State Plan Map, the entire Redevelopment Area is within the PA-1 Metropolitan Planning Area of the Updated State Plan Map. Although updated goals for the PA-1 Area are not yet available, the following goals are pertinent to this Redevelopment Plan: revitalize and recenter the state's underutilized developed areas; promote economic growth that benefits all residents of new jersey; provide an adequate supply of housing for residents of all ages and incomes, in location-efficient places with ready access to the full range of supportive goods and services; provide affordable and effective public facilities and services.

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<sup>1</sup>Update to State Development and Redevelopment Plan. (n.d.) <https://www.nj.gov/state/bac/planning/state-plan/development/index.shtml>, accessed on July 31, 2024.



## **7.0 IMPLEMENTATION**

### **7.1 DESIGNATION OF REDEVELOPMENT ENTITY & ITS POWERS**

1. The Verona Township Council shall be the designated Redevelopment Entity as permitted under the LRHL (N.J.S.A. 40A: 12A-1 et seq.) and shall for the purposes of this plan be identified as the Verona Redevelopment Agency ("VRA").
2. The VRA may designate an entity to implement redevelopment plans and carry out redevelopment projects in the area designated by this plan, if necessary.
3. When necessary for the implementation of this plan, VRA, as authorized shall designate and enter into a contract with a redeveloper for any construction or other work forming a part of this Redevelopment Plan (N.J.S.A. 40A: 12A-4(c)).
4. The designated redeveloper shall agree to retain interest acquired in the project until the completion of construction and development of the specified project, as required by this Redevelopment Plan. The redeveloper shall further agree not to lease (other than residential leases to residential end-users of the residential units and site improvements constructed in the Redevelopment Area), sell or transfer any interest acquired, or any part thereof, without prior written approval of the VRA.

### **7.2 CRITERIA AND PROCEDURES FOR REDEVELOPER SELECTION AND IMPLEMENTATION OF THE REDEVELOPMENT PLAN**

1. Applicants wishing to be designated as redeveloper(s) shall submit the following materials to the VRA, together with any other materials requested by the VRA (collectively, "Redeveloper Materials"):
  - a. Documentation evidencing financial responsibility and capability with respect to proposed development.
  - b. Estimated offering price and deposit for acquisition of any land(s) to be acquired from the municipality for development.
  - c. Estimated total development cost.
  - d. Fiscal impact analysis addressing the effect of the proposed project on municipal services and tax base.
  - e. Detailed description of proposed public amenities and benefits.
  - f. Estimated time schedule for start and completion of development.
  - g. Conceptual plans and elevations sufficient in scope to demonstrate the design, architectural concepts, parking, vehicle and pedestrian circulation, landscaping, and sign proposals for all uses.
  - h. A detailed proposal for the transition and relocation assistance that will be provided to existing tenants, including where feasible incorporation of existing tenants in the project.
  - i. A certification that no member of the governing body nor any member of the VRA will receive any pecuniary benefit from the Redeveloper or as a consequence of the redevelopment of the subject properties.



- j. The VRA shall review such submissions, may request supplemental information (which supplemental information shall be considered within the scope of “Redeveloper Materials”) and, in its reasonable discretion, determine the acceptability of such submissions and determine whether to proceed with redeveloper designation and negotiation of a redevelopment agreement.
2. The redeveloper will be obligated to carry out the specified improvements in accordance with the Redevelopment Plan and the Redevelopment Agreement.
3. The redeveloper shall devote land within the Redevelopment Area for the uses specified therein.
4. Upon completion of the required improvements, the conditions determined to exist on the subject property at the time of the determination of the Redevelopment Area shall be deemed to no longer exist, and the land and improvements thereon shall no longer be deemed “in need of redevelopment” pursuant to the LRHL.
5. No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redevelopers, the Township, or successors, lessees, or assigns of any of them, by which the land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, or marital status.
6. Neither the redeveloper nor Township and the VRA, nor the successors, lessees, or assigns shall discriminate upon the basis of race, color, creed, religion, sexual orientation, ancestry, national origin, sex, or marital status in the sale, lease or rental in the use and occupancy of land or improvements erected thereon or any part thereof the Redevelopment Area.

### **7.3 GENERAL PROVISIONS**

1. The VRA and the Verona Planning Board specifically reserve the right to review and approve the redeveloper’s plan and specifications with respect to their conformance to the Redevelopment Plan. Such a review shall be based on submissions to both agencies of a site context plan locating the proposed project in the Redevelopment Area; a site plan illustrating all site features; and building elevations for facades facing primary and secondary streets. If design changes are made after submission, no construction related to the changed project features can take place until a site plan and other pertinent drawings reflecting such additions or changes have been submitted and approved by both agencies. This pertains to revisions and additions prior to, during, and after completion of such improvements.
2. As part of the final site plan approval process, the Planning Board may require a developer to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. Either the Township Attorney or the Planning Board shall approve such performance guarantees. The amount of such performance guarantees shall be determined by the Township and shall be sufficient to assure completion or improvements within two years of final site plan approval.
3. The redeveloper shall also comply with the requirements of the LRHL, P.L. 1992, Chapter 79.



4. No building shall be constructed over an easement in the project area without prior written approval of the Township of Verona.
5. Utility easements, when necessary, shall be provided by developers and approved by the Township of Verona.
6. The developer(s) of the Redevelopment Area shall submit, if needed, a storm water management plan as part of the design submission for review by the Planning Board, which is intended to minimize the quantity of storm water entering the municipal sewer system or flowing directly into any adjacent streams.

#### **7.4 SITE PLAN AND SUBDIVISION REVIEW**

1. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the site plan and subdivision ordinance of Township of Verona, except that where this Redevelopment Plan contains provisions that differ from those in the subdivision ordinance, this plan shall prevail.
2. Prior to commencement of construction, site plans for the construction, and/or rehabilitation of improvements to the Redevelopment Area, prepared in accordance with the requirements of the Township Zoning Ordinance and the Municipal Land Use Law (N.J.S.A. 40:55D-1 et. seq.) and shall be submitted by the developer(s) to the Planning Board for approval.
3. Any revisions to plans previously approved by the Planning Board must also be submitted to the Planning Board for approval. This pertains to revisions or additions prior to, during, and after completion of the improvements.

#### **7.5 INFRASTRUCTURE**

Infrastructure improvements may include, but are not limited to gas, electric, water, sanitary and storm sewers, pumping station, telecommunications, curbs, and sidewalks. The extent of the redeveloper's responsibilities will be outlined in the redeveloper's agreement with the Township of Verona. All improvements shall comply with applicable federal, state and local law.

#### **7.6 ACQUISITION AND RELOCATION**

The Redevelopment Plan does not anticipate the need to acquire privately-owned property within the Redevelopment Area by the Township of Verona. All properties will be acquired through private negotiation between individual property owners and the designated redeveloper.

#### **7.7 AFFORDABLE HOUSING REQUIREMENTS**

The Redevelopment Area contains no housing units affordable to **low- and moderate-income** households, as defined pursuant to section 4 of P.L. 1985, c.222 (C.52:27D-304). Any proposed residential development of five (5) or more units within the Plan Area shall provide the required percentage of affordable housing as per the Township's Adopted Housing Element and Fair Share Plan. Such residential developments will comply with accepted UHAC standards and be otherwise subject to all laws and regulations governing affordable housing in the Township of Verona and the State of New Jersey.



## **7.8 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS**

The Verona Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, whereby reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Planning Board may also grant such relief where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this plan and the benefits of the deviation would outweigh any detriments.

No relief may be granted under the terms of this section if such deviation or relief will have substantial detriment to the public good or substantial impairment of the intent and purpose of this Redevelopment Plan.

An application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in N.J.S.A. 40:55D-12.a and b. Notwithstanding the above, no deviations should be granted that would permit any of the following: a use or principal structure that is not otherwise permitted by this plan; or an increase in the maximum permitted density; or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less.

No deviation from the requirements herein shall be cognizable by the Verona Zoning Board of Adjustment.

## **7.9 ADVERSE INFLUENCES**

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

## **7.10 PROCEDURES FOR AMENDING THE PLAN**

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee of \$5,000 shall be paid by the party requesting such amendment, unless the request is issued from the Township of Verona. The municipal governing body, at their sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study shall be prepared by a professional planner licensed in the State of New Jersey.

## **7.11 DURATION OF THE PLAN**

The selected redeveloper(s) within the Redevelopment Area shall begin the development of land and construction of improvements within a reasonable period of time, as specified in a redevelopment agreement.



Provisions of this plan specifying redevelopment of the Redevelopment Area and requirements and restrictions with respect to thereto shall be in effect for a period of 30 years from the date of approval of this plan by the Township of Verona.

#### **7.12 COMPLETION OF REDEVELOPMENT**

Upon the inspection and verification by the Township of Verona that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the redeveloper. All redevelopment agreements associated with the implementation of this Redevelopment Plan shall be in effect until the issuance of such certificates.

#### **7.13 SEVERABILITY**

If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.





## APPENDICES

DRAFT

## **APPENDIX A**

**RESOLUTION 2024-075 DECLARING BLOOMFIELD  
AVENUE AS AN AREA IN NEED OF REHABILITATION**

**RESOLUTION 2024-151 DESIGNATING THE PROPERTIES  
KNOWN AS 320 BLOOMFIELD AVENUE (BLOCK 704, LOT  
18) AND 11 CHURCH STREET, (BLOCK 704, LOT 20) AS AN  
AREA IN NEED OF REDEVELOPMENT**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-075**

A motion was made by Deputy Mayor McEvoy; seconded by Mayor Tamburro that the following resolution be adopted:

**DECLARING BLOOMFIELD AVENUE AS AN AREA IN NEED OF  
REHABILITATION**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “Redevelopment Law”) provides a mechanism to empower and assist local governments to promote the advancement of community interests through programs of redevelopment for the expansion and improvement of commercial, industrial, residential, and civic facilities; and

**WHEREAS**, the Redevelopment Law empowers the Township of Verona ( “Township ”), by and through its Township Council (the “Governing Body”), to delineate an area within the Township as an area in need of rehabilitation if the area qualifies under one of the criteria enumerated under *N.J.S.A. 40A:12A-14*; and

**WHEREAS**, Township Manager directed the Township’s planning firm, H2M Associates, Inc. (“H2M”), to conduct a preliminary investigation to determine if the Bloomfield Avenue corridor (“Study Area”), as described in the attached boundary map, and which is generally bounded by Sunset Avenue to the east, White Rock Road to the west and an irregular boundary along properties fronting on Bloomfield Avenue, qualifies as an area in need of rehabilitation pursuant to *N.J.S.A. 40A-12A-14*; and

**WHEREAS**, H2M’s findings, presented in a revised report entitled “*Area in Need of Rehabilitation Study Bloomfield Avenue Corridor*” dated March 15, 2024, attached herewith as **Exhibit A** (“H2M Report”); and

**WHEREAS**, the H2M report concludes that because (a) more than half of the housing stock were built before 1974 and, therefore, are at least 50 years old and (b) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance, the Study Area qualifies as an area in need of rehabilitation under the Redevelopment Law; and

**WHEREAS**, on February 26, 2024, the Governing Body referred the Study Report and this Resolution in draft form to the Planning Board for review and comment; and

**WHEREAS**, on April 16, 2024, the Planning Board returned this resolution and H2M Report with a recommendation that the Study Area be delineated as an area in need of rehabilitation; and

**WHEREAS**, the Township Council finds it to be in the best interest of the property owners and business owners within the Study Area to delineate the Study Area as an area in need of rehabilitation, and that based upon the H2M report and the Planning Board’s recommendation, finds that the Study Area meets the criteria of *N.J.S.A. 40A:12A-14* of an area in need of rehabilitation.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex, and State of New Jersey, as follows:

1. Based upon the facts reported in the H2M report and the recommendation of the Planning Board, the Township Council find that the Study Area, consisting of the Bloomfield Avenue Corridor, meets the eligibility criteria of *N.J.S.A. 40A:12A-14* for designation as an area in need of rehabilitation in that (a) a majority of water and sewer infrastructure in the Study Area is at least 50 years old and is in need of repair or substantial maintenance and (b) more than half of the housing stock in the Study Area is at least 50 years old. The Township Council further find that the designation of the Study Area as an area in need of rehabilitation is expected to prevent further deterioration and promote the overall

development of the Township of Verona in accordance with the requirements of N.J.S.A. 40A:12A-14.

2. The Township Council hereby delineates the Study Area and all of the properties therein as an area in need of rehabilitation (hereinafter, the Study Area shall be the "Rehabilitation Area"), which delineation allows the Township Council to, among other things, adopt redevelopment plans for all or part of the Rehabilitation Area, enter into redevelopment agreements with redevelopers within the Rehabilitation Area, and adopt an ordinance pursuant to N.J.S.A. 40A:12A-21, *et seq.*, authorizing short-term tax exemptions and/or abatements to properties located within the Rehabilitation Area. Furthermore, the Township Council may further direct the Planning Board to conduct investigations to determine whether specific properties within the rehabilitation area meet the redevelopment criteria, pursuant to N.J.S.A. 40A:12A-5.
3. The Township Council hereby directs the Municipal Clerk to transmit a copy of this Resolution to the Commissioner of the Department of Community Affairs in accordance with the Redevelopment Law.
4. All Township officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.
5. This Resolution shall take effect immediately.

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON MAY 6, 2024.**

  
**JENNIFER KIERNAN**  
**MUNICIPAL CLERK**



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2024-151**

A motion was made by Councilman Roman; seconded by Deputy Mayor McEvoy that the following resolution be adopted:

**DESIGNATING THE PROPERTIES KNOWN AS 320 BLOOMFIELD  
AVENUE (BLOCK 704, LOT 18) AND 11 CHURCH STREET, (BLOCK 704,  
LOT 20) AS AN AREA IN NEED OF REDEVELOPMENT**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment or as areas in need of rehabilitation; and,

**WHEREAS**, by Resolution adopted on January 22, 2024, the Township Council (the "Township Council") of the Township of Verona (the "Township") authorized and directed the Planning Board of the Township of Verona (the "Planning Board") to conduct a preliminary investigation of the properties identified as 320 Bloomfield Avenue, (Block 704, Lot 18) and 11 Church Street, (Block 704, Lot 20) on the tax map of the Township (the "Study Area") to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law to be designated as an area in need of redevelopment without condemnation powers ("Non-Condemnation Redevelopment Area"); and,

**WHEREAS**, in accordance with the Redevelopment Law, a study was performed by Sanyogita Chavan, AICP, PP of H2M Associates, the Planning Board's Professional Planner (the "Planner") to determine whether the Study Area should be designated an area in need of redevelopment; and,

**WHEREAS**, the Planner conducted an investigation and prepared a report with a map of the Study Area depicting the proposed redevelopment area and the location of the parcels under consideration which included a statement of the basis for the investigation and other information, in a report entitled "Township of Verona, 320 Bloomfield Avenue and 11 Church Street, Area in Need of Redevelopment Preliminary Investigation Report" (the "Study"), memorializing its findings and recommendations; and,

**WHEREAS**, the Study concluded that the Study Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5(d) and 5(h), including but not limited to faulty design creating a hazardous condition and a negative impact on public health, safety, and welfare to be designated as a Non-Condemnation Redevelopment Area under the Redevelopment Law; and,

**WHEREAS**, pursuant to the Redevelopment Law, the Planning Board held a duly noticed public hearing concerning the Study ("Public Hearing") and gave an opportunity to be heard to all persons interested in or affected by a determination that the Study Area is a Non-Condemnation Redevelopment Area; and,

**WHEREAS**, at the Public Hearing the Planning Board reviewed the findings of the Planner set forth in the Study, heard expert testimony from the Planner (Sanyogita Chavan, AICP, PP) concerning the potential designation of the Study Area as an area in need of redevelopment using the criteria set forth in the Redevelopment Law, and opened the Public Hearing to members of the public for comment and to present their own evidence and/or to address questions to the Planning Board and its representatives concerning the potential designation of the Study Area as an area in need of redevelopment; and

**WHEREAS**, on July 25, 2024, based on its review of the Study and the testimony presented at the Public Hearing, the Planning Board adopted a resolution (the "Planning Board Resolution"), in the form introduced to it at the Public Hearing, accepting and adopting the recommendations contained in the Study, and recommending that the Study Area be declared a Non-Condemnation Redevelopment Area for the reasons set forth therein; and

**WHEREAS**, after careful consideration of the Study, the Planning Board Resolution, and all of the relevant facts and circumstances concerning this matter, the Township of Verona seeks to designate the Study Area as an area in need of redevelopment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona as follows:

**SECTION 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**SECTION 2.** Based upon the evidence and the recommendation of the Planning Board, the properties in the Study Area satisfy the criteria for designation as an area in need of redevelopment set forth in N.J.S.A. 40A:12A-5(d) and 5(h), and such properties are hereby designated as an area in need of redevelopment without condemnation powers.

**SECTION 3.** In connection with the redevelopment of the Study Area, the Township shall be authorized to use all the powers provided under the Redevelopment Law for use in a redevelopment area, other than the power of eminent domain.

**SECTION 4.** The Township Council hereby directs the Township Clerk to transmit a certified copy of this Resolution forthwith to the Commissioner of the Department of Community Affairs for review pursuant to Section 6(b)(5)(c) of the Redevelopment Law.

**SECTION 5.** The Township Council hereby directs the Township Clerk to serve, within ten (10) days hereof, a copy of this Resolution upon (i) all record owners of property located within the Study Area, as reflected on the tax assessor's records, and (ii) each person who filed a written objection prior to the Public Hearing, service to be in the manner provided by Section 6(b)(5)(d) of the Redevelopment Law.

**SECTION 6.** This Resolution shall take effect immediately.

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 9, 2024.**

  
**JENNIFER KIERNAN, CMC**  
**MUNICIPAL CLERK**





# **APPENDIX**

**12**

**HILLCREST FARMS  
383 BLOOMFIELD  
AVENUE**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-049

A motion was made by Deputy Mayor McEvoy; seconded by Councilwoman Holland that the following resolution be adopted:

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
VERONA DESIGNATING AND DECLARING THAT CERTAIN PROPERTY  
LOCATED AT 383 BLOOMFIELD AVENUE AND IDENTIFIED AS BLOCK  
708, LOT 1 BE DECLARED A -NON-CONDEMNATION AREA IN NEED OF  
REDEVELOPMENT**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment or as areas in need of rehabilitation; and,

**WHEREAS**, by Resolution 2024-147, the Township Council (the "**Township Council**") of the Township of Verona (the "**Township**") authorized and directed the Planning Board of the Township of Verona (the "**Planning Board**") to conduct a preliminary investigation of the property identified as 383 Bloomfield Avenue, Block 708, Lot 1 on the tax map of the Township (the "**Study Area**") to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law to be designated as an area in need of redevelopment without condemnation powers ("**Non-Condemnation Redevelopment Area**"); and,

**WHEREAS**, in accordance with the Redevelopment Law, a study was performed by Sanyogita Chavan, AICP, PP of H2M Associates, the Planning Board's Professional Planner (the "**Planner**") to determine whether the Study Area should be designated an area in need of redevelopment; and,

**WHEREAS**, the Planner conducted an investigation and prepared a report with a map of the Study Area depicting the proposed redevelopment area and the location of the parcel under consideration which included a statement of the basis for the investigation and other information, in a report entitled "Township of Verona, 383 Bloomfield Avenue, Area in Need of Redevelopment Preliminary Investigation Report", dated November 2024 (the "**Study**"), memorializing findings and recommendations; and,

**WHEREAS**, the Study concluded that the Study Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5(d) and 5(h), including but not limited to dilapidation, obsolescence and the designation is consistent with smart growth principles to be designated as a Non-Condemnation Redevelopment Area under the Redevelopment Law; and,

**WHEREAS**, pursuant to the Redevelopment Law, the Planning Board held a duly noticed public hearing concerning the Study ("**Public Hearing**") and gave an opportunity to be heard to all persons interested in or affected by a determination that the Study Area is a Non-Condemnation Redevelopment Area; and,

**WHEREAS**, at the Public Hearing the Planning Board reviewed the findings of the Planner set forth in the Study, heard expert testimony from the Planner (Sanyogita Chavan, AICP, PP) concerning the potential designation of the Study Area as an area in need of redevelopment using the criteria set forth in the Redevelopment Law, and opened the Public Hearing to members of the public for comment and to present their own evidence and/or to address questions to the Planning Board and its representatives concerning the potential designation of the Study Area as an area in need of redevelopment with no member of the public appearing; and,

**WHEREAS**, on January 23, 2025, based on its review of the Study and the testimony presented at the Public Hearing, the Planning Board voted to recommend to the Council that the Study Area be designated a Non-Condemnation Area in Need of Redevelopment (the "**Planning Board Recommendation**"), accepting and adopting the recommendations contained in the Study, and recommending that the Study Area be declared a Non-Condemnation Redevelopment Area for the reasons set forth therein; and,

**WHEREAS**, after careful consideration of the Study, the Planning Board Recommendation, and all of the relevant facts and circumstances concerning this matter, the Township of Verona seeks to designate the Study Area as a non-condemnation area in need of redevelopment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona as follows:

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** Based upon the evidence and the recommendation of the Planning Board, the property in the Study Area satisfies the criteria for designation as an area in need of redevelopment set forth in N.J.S.A. 40A:12A-5(d) and 5(h), and such property is hereby designated as an area in need of redevelopment without condemnation powers.

**Section 3.** In connection with the redevelopment of the Study Area, the Township shall be authorized to use all the powers provided under the Redevelopment Law for use in a redevelopment area, other than the power of eminent domain.

**Section 4.** The Township Council hereby directs the Township Clerk to transmit a certified copy of this Resolution forthwith to the Commissioner of the Department of Community Affairs for review pursuant to Section 6(b)(5)(c) of the Redevelopment Law.

**Section 5.** The Township Council hereby directs the Township Clerk to serve, within ten (10) days hereof, a copy of this Resolution upon (i) all record owners of property located within the Study Area, as reflected on the tax assessor's records, and (ii) each person who filed a written objection prior to the Public Hearing, service to be in the manner provided by Section 6(b)(5)(d) of the Redevelopment Law.

**Section 6.** This Resolution shall take effect immediately.

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON FEBRUARY 3, 2025.**

  
JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK







WE ARE PLEASED TO ANNOUNCE THAT  
SIONAS ARCHITECTURE PC IS NOW PART OF:

GSAPC

GREGORY SWITZER ARCHITECTURE, P.C.

7 Oak Place - Suite 250 -  
Montclair, New Jersey 07041

212-391-1519  
info@SwitzerPC.com

# HILLCREST FARMS

383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

RELEASE HISTORY:

REVISION HISTORY:

THE ABOVE DESIGN, PLAN AND SPECIFICATIONS ARE THE PROPERTY OF GLASSFIBER ARCHITECTURE, P.C. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS, CONNECTIONS, AS WELL AS BUILDING RULES AND REGULATIONS INCLUDING BUILDING ELEVATORS, CORRIDORS AND ALL OTHER CLEARANCES SHOULD BE CHECKED WITH GCSP PRIOR TO FABRICATION OF WORK. CONTRACTOR IS RESPONSIBLE FOR CORRECTING SAME AT HIS OWN EXPENSE. USE OF THESE DESIGNS FOR ANY OTHER PURPOSE IS UNAUTHORIZED. ALL PRODUCTION AND INTELLECTUAL PROPERTY RIGHTS RESERVED. © 2024

DOB STICKER:

## PROJECT CONCEPT DEVELOPMENT PLANS

LOCATION  
383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

SHEET TITLE

PROJECT RENDERING

DATE: 2025-04-03

DRAWN BY: RAJ	CHECKED BY: GS
------------------	-------------------

DRAWING #

C-100.00

SHEET 01 OF 08





383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

SHEET 03 OF 08



383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

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DOB STICKER:  
DOB JOB# 24014

## PROJECT CONCEPT DEVELOPMENT PLANS

LOCATION  
383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

SHEET TITLE  
FIRST FLOOR PLAN

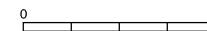
DATE: 2024-04-03

DRAWN BY: RAJ	CHECKED BY: GS
------------------	-------------------

DRAWING #

C-103.00

SHEET 04 OF 08



TRUE  
NORTH

SCALE: 1" = 20'-0"

**HILLCREST FARMS**  
383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

RELEASE HISTORY:  
DATE:      REMARK:

REVISION HISTORY:  
#      DATE:      REMARK:

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PROPERTY NO. 07044      PROJECT NO. 07044

STAMP:

DOB STICKER:  
DOB JOB# 24014

PROJECT  
CONCEPT DEVELOPMENT  
PLANS

LOCATION  
383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

SHEET TITLE  
SECOND FLOOR PLAN

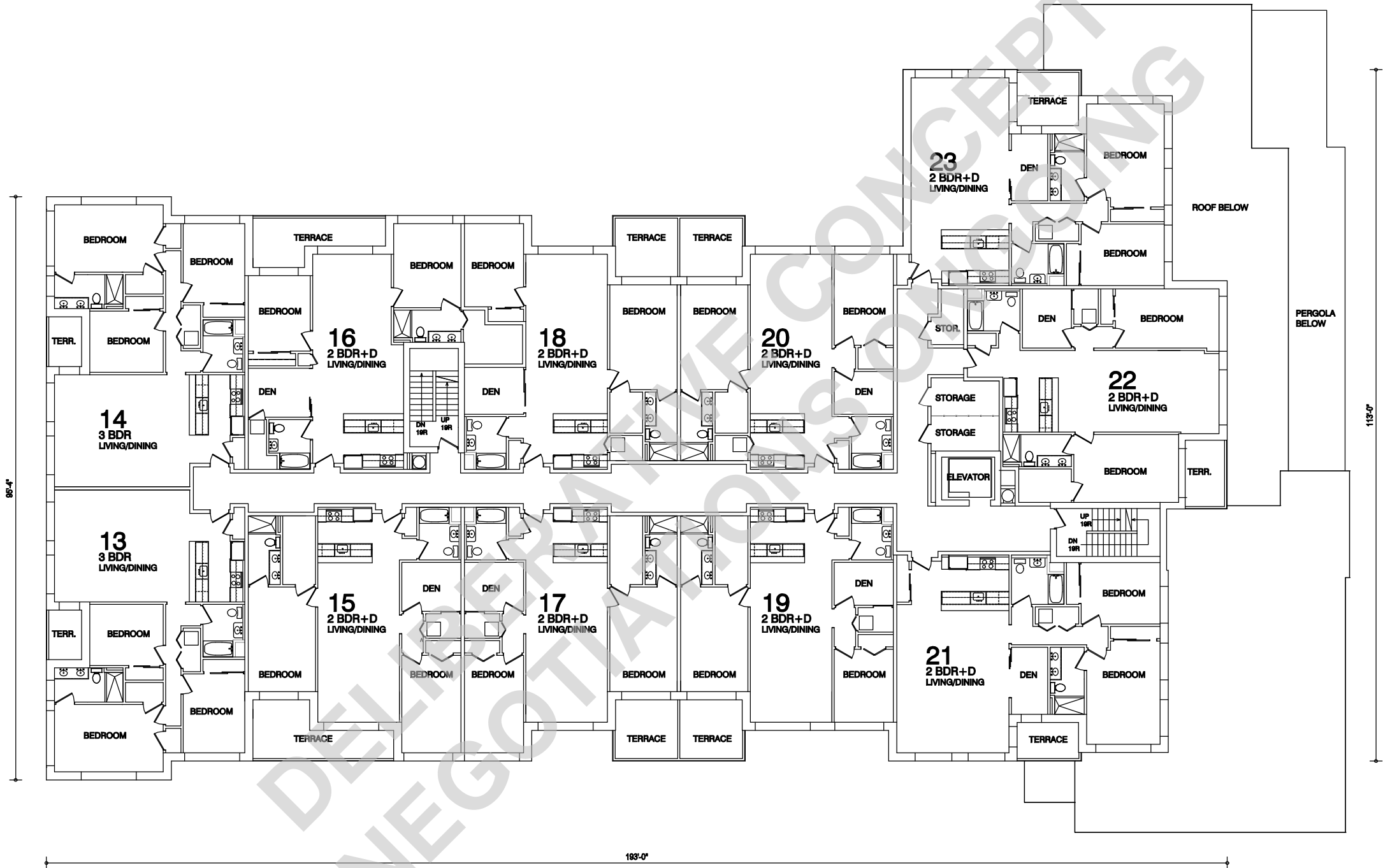
DATE: 2024-04-03

DRAWN BY: RAJ      CHECKED BY: GS

DRAWING #

**C-104.00**

SHEET 05 OF 08



383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

RELEASE HISTORY:	
DATE:	REMARKS:

[illegible]

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STAFF

DOB STICKER:  
DOB JOB# 24014

## PROJECT CONCEPT DEVELOPMENT PLANS

LOCATION  
383 BLOOMFIELD AVENUE  
VERONA NEW JERSEY 07044

SHEET TITLE  
THIRD FLOOR PLAN

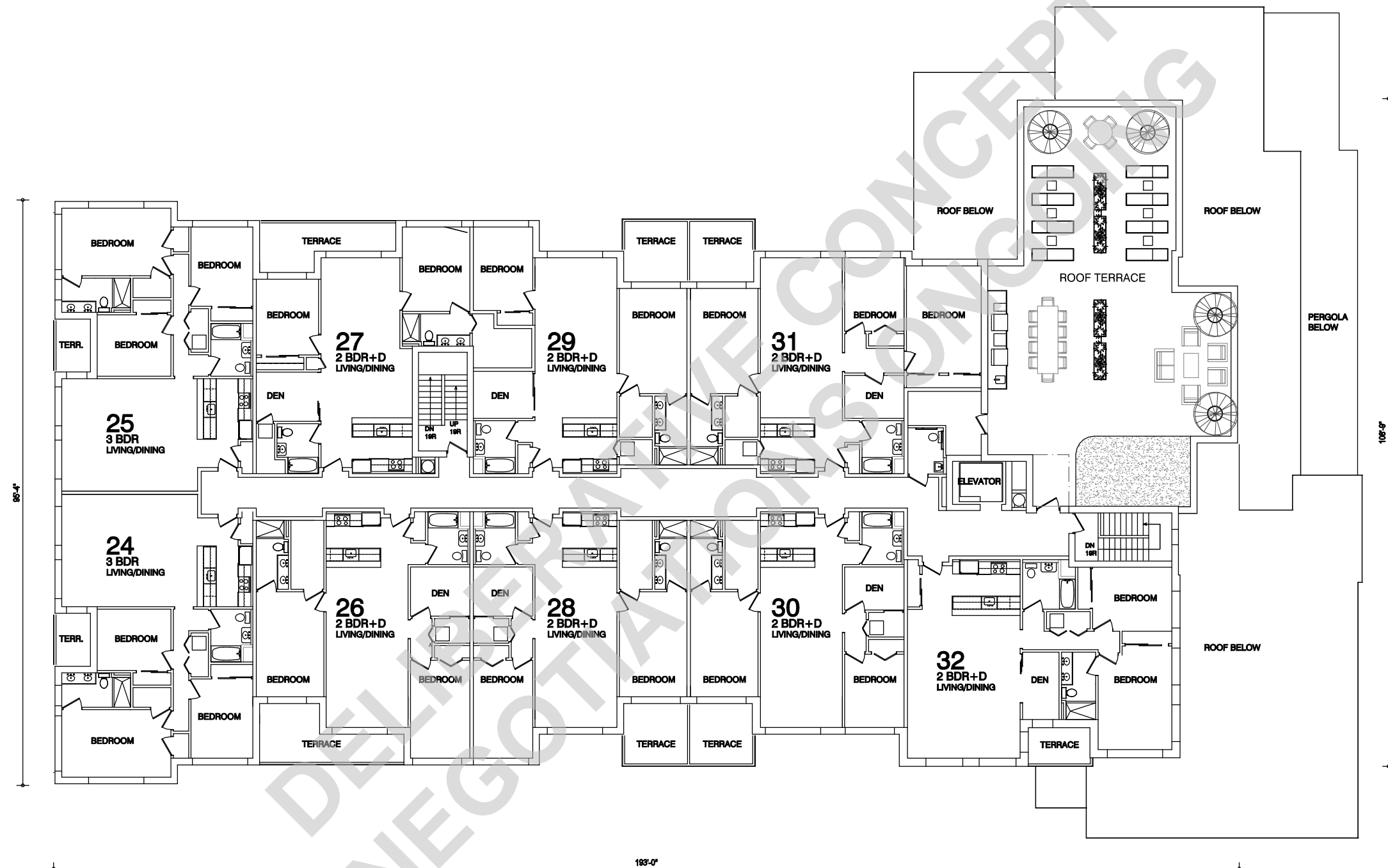
DATE: 2025-04-03

DRAWN BY: RAJ	CHECKED BY: GS
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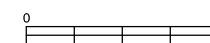
DRAWING #

C-105.00

SHEET 06 OF 08



1	CONCEPT THIRD FLOOR PLAN
---	--------------------------



20  
TRUE  
NORTH  
SCALE: 1" = 20'





# **APPENDIX**

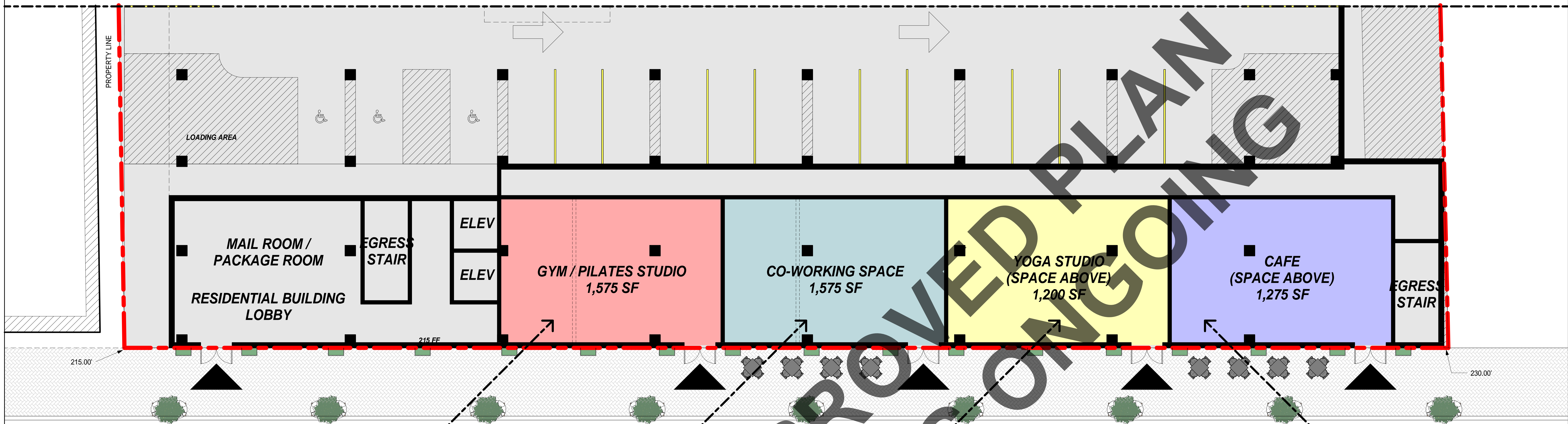
**13**

**RICHFIELD  
REGENCY**

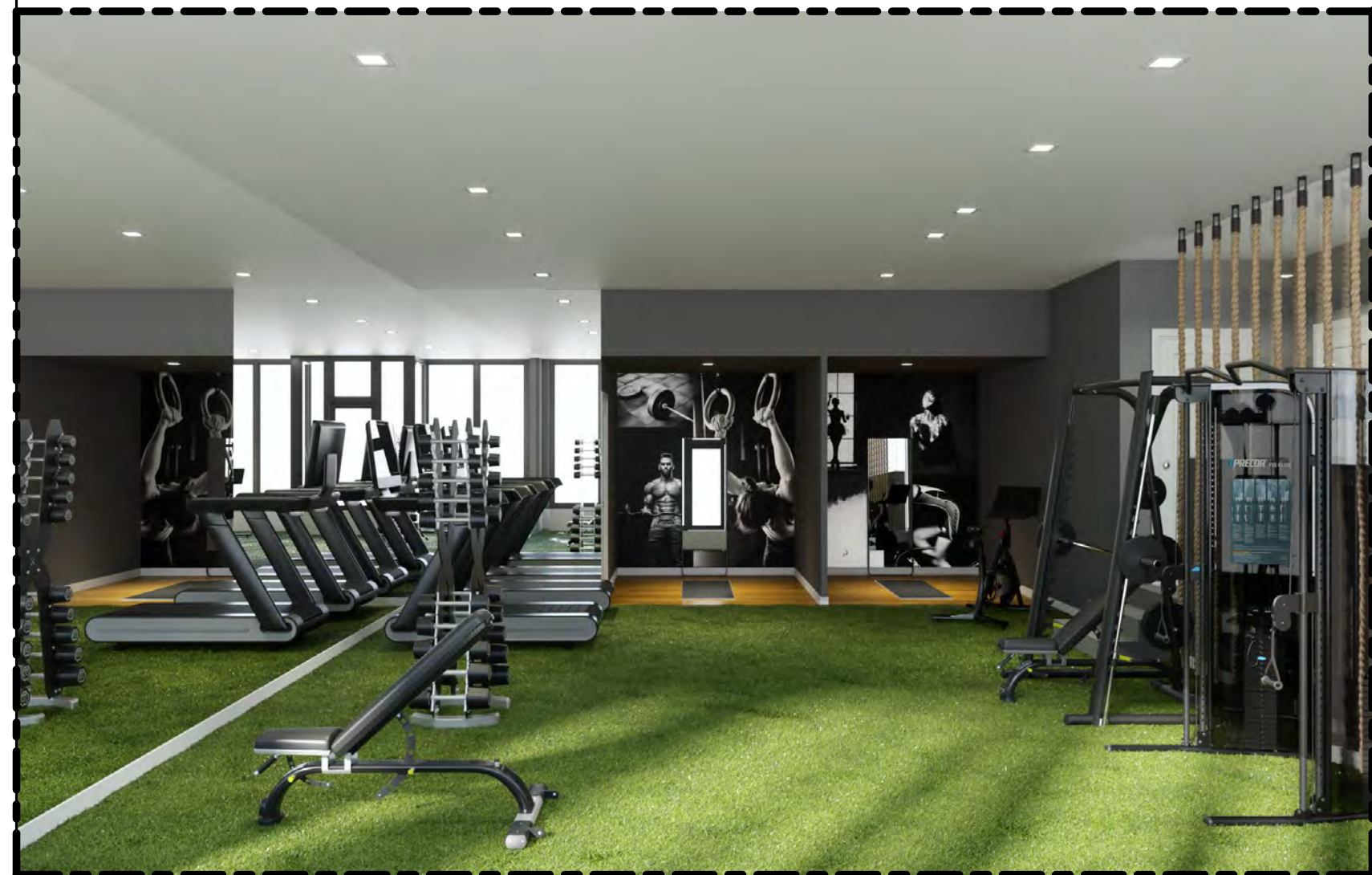
**420 BLOOMFIELD**



# 420 BLOOMFIELD AVENUE



BLOOMFIELD AVENUE  
(ESSEX COUNTY ROUTE 506)



**PROPOSED MIXED-USE DEVELOPMENT  
TOWN OF VERONA  
ESSEX COUNTY, NEW JERSEY 07044  
BLOCK: 701 LOT: 3**



**Jarmel Kizel**

ARCHITECTS AND ENGINEERS INC.  
42 OKNER PARKWAY  
LIVINGSTON, NEW JERSEY 07039  
TEL: 973-994-9669  
FAX: 973-994-4069  
www.jarmelkizel.com

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NJ State Board of Engineers & Land Surveyors, Authorization No. 24G4280300

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NO.	DATE	DESCRIPTION	INT.
01	11.28.2024	BLOCKING PLAN	FAA

REVISIONS

NO.	DATE	DESCRIPTION	INT.

PRINCIPALS

MATTHEW B. JARMEL, AIA, MBA  
RICHARD H. KIZEL, AIA, PP

ARCHITECTS & ENGINEERS

ARMEN B. BOHOSSEAN, PE  
JEREMY D. BOYER, AIA  
ANDRZEJ B. BRZDOWSKI, PE  
SHANON CROWNOVER, PE  
GERARD P. GEGARD, PE  
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BRENDAN LEADBEATER, AIA  
DAVID L. LESSNER, RA  
JYHANN LAW, PE  
KAROLINA POCHANOWICZ, AIA  
CHERYL SCHWEKER, AIA  
JOHN W. STANGERS, AIA  
STEVEN T. ZADKA, AIA

Project:

MIXED-USE DEVELOPMENT  
GOMES GROUP  
420 BLOOMFIELD AVENUE  
VERONA, NJ  
BLOCK 701 LOT 3

Project Number:

GOMESGR24-199

Scale:

AS NOTED

Drawn By:

FAA

Approved By:

MBJ

Drawing Name:

COVER SHEET

Drawing Number:

SD-100

Initial Date:

07/12/2024

DESIGN PROFESSIONAL OF RECORD

MATTHEW B. JARMEL, AIA, MBA

NO. 02 OF 020202



PROJECT ZONING INFORMATION

PROJECT NAME: MIXED-USE DEVELOPMENT  
ADDRESS: 420 BLOOMFIELD AVENUE VERONA NJ 07044  
BLOCK # 701 LOT #3  
ZONE TYPE: TC TOWN CENTER  
LOT AREA: 43,403 SF

USE VARIANCE WILL BE REQUIRED. FOR THE PURPOSE OF THE MASSING STUDY MID-RISE MULTIFAMILY ZONING WAS USED.

ALLOWABLE USES PRINCIPAL USES	REQUIRED/ALLOWED	PROPOSED	ZONING COMPLIANCE
MIN. LOT SIZE	2,000 SF MIN.	43,372 SF	COMPLIES
MIN. LOT FRONTAGE	50 FT MIN.		COMPLIES
MAX. BUILDING HEIGHT	3 STORIES / 50 FEET, avg. grade: 219.00'	4 STORIES / 47'-6" (PARTIALLY BELOW GRADE)	COMPLIES
FRONT YARD	0 FT	0 FT	COMPLIES
SIDE SETBACK	0 FT	0 FT & 15 FT	COMPLIES
MIN. REAR YARD	NA FT	NA	N/A
LOT COVERAGE (BUILDING COVERAGE)	80% = 34,696 SF	89% = 38,642 SF	VARIANCE
IMPROVED LOT COVERAGE (MAXIMUM IMPERVIOUS)	100% = 43,372 SF	38,642 SF	COMPLIES
OFF-STREET PARKING 150-12.6	ONE BEDROOM: 1.8 = 116 TWO BEDROOM: 2.0 = 26 THREE BEDROOM: 2.1 = 0 116+26+0 = 142 142 X 10% EV REDUCTION = 142-14=128	110	VARIANCE
MIN. LANDSCAPE BUFFER ALONG RESIDENTIAL ZONE	15 FT	15 FT	COMPLIES

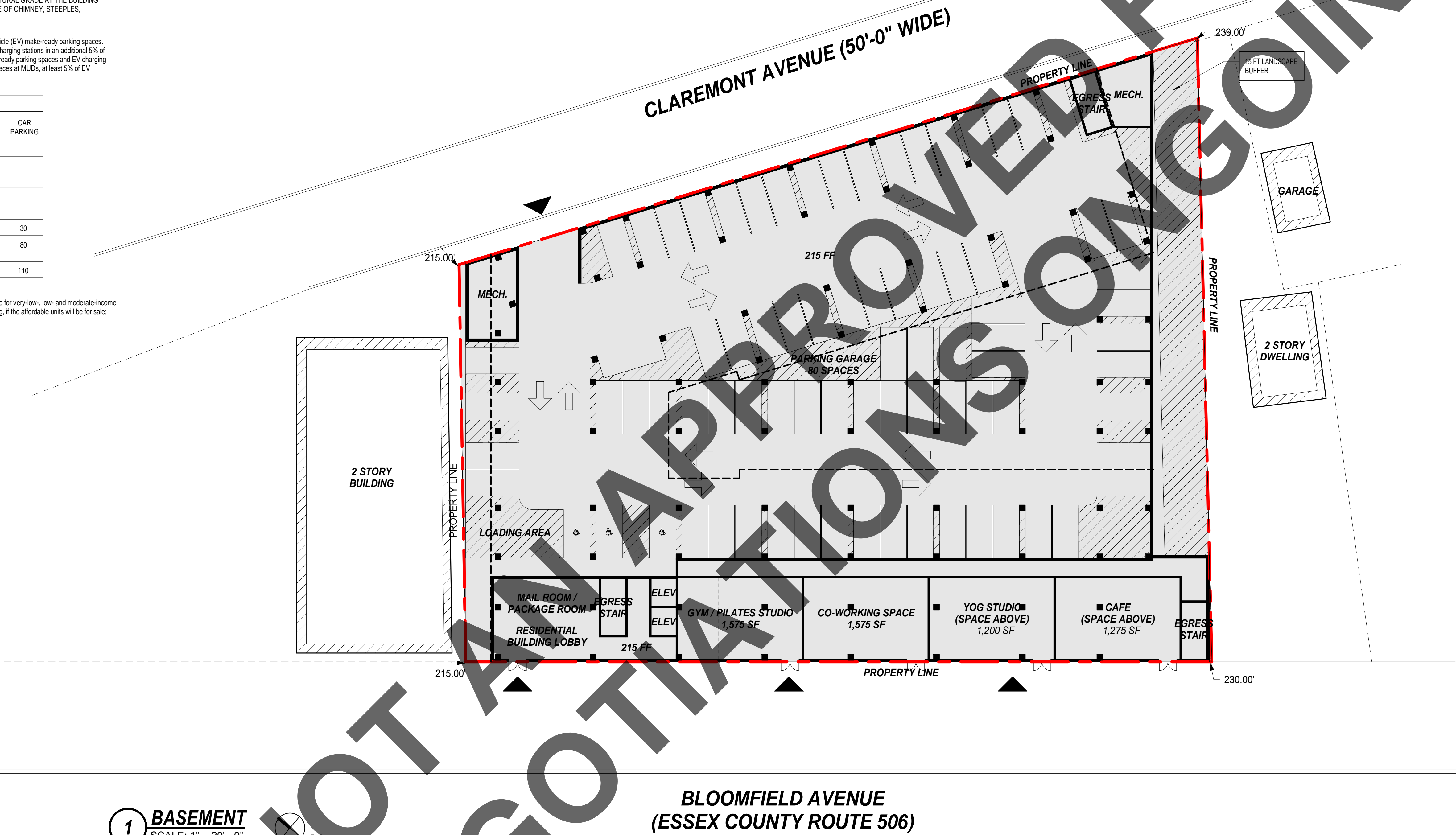
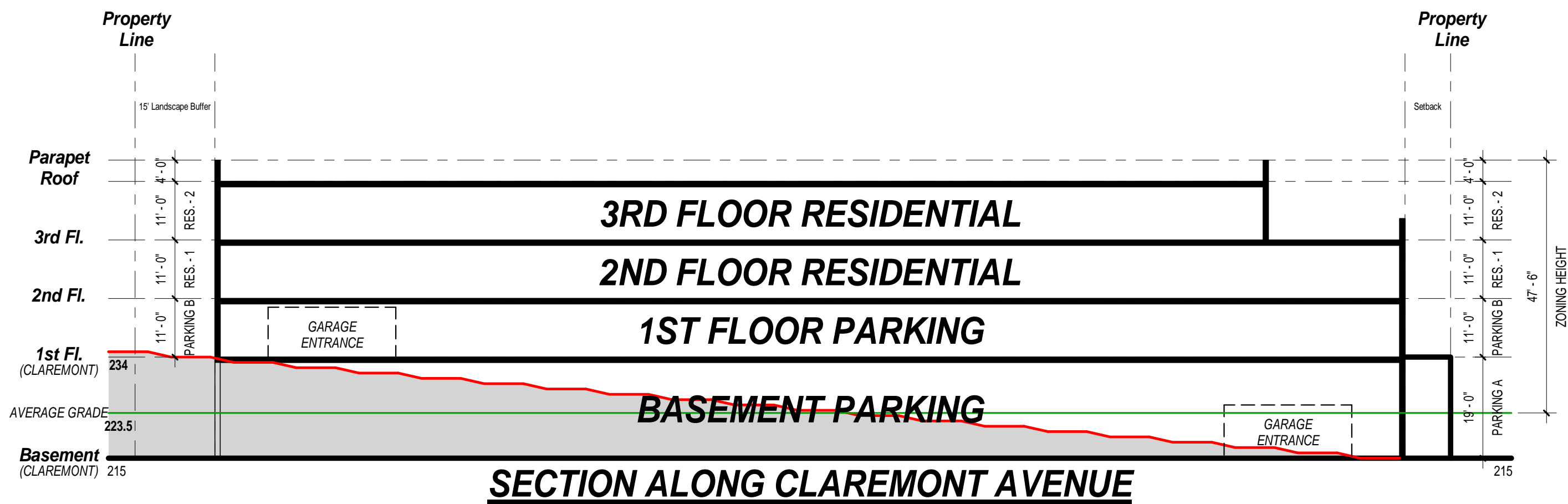
HEIGHT, BUILDING  
THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE GROUND ELEVATION OF THE EXISTING NATURAL GRADE AT THE BUILDING  
LINE AROUND THE FULL PERIMETER OF THE BUILDING TO THE BUILDING'S HIGHEST POINT, EXCLUSIVE OF CHIMNEY, STEEPLES,  
MECHANICAL EQUIPMENT, ELEVATOR TOWER AND FLAGPOLE.

\* New MUD developments with five or more units must designate 15% of required off-street parking as electric vehicle (EV) make-ready parking spaces.  
Prior to occupancy, EV charging stations must be installed in 5% of off-street parking. MUDs must then install EV charging stations in an additional 5% of  
parking spaces within 3 years of occupancy and another 5% within 6 years of occupancy. MUDs may install make-ready parking spaces and EV charging  
stations at a faster rate than required. Throughout the installation of EV charging stations in make-ready parking spaces at MUDs, at least 5% of EV  
charging stations must be accessible for people with disabilities.

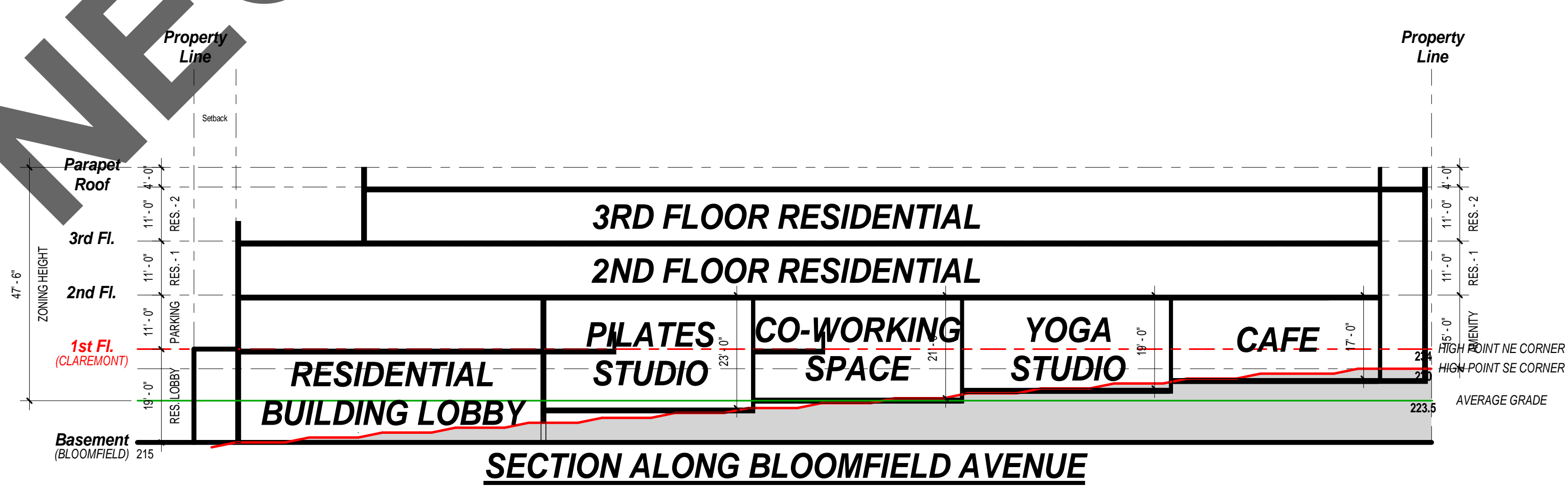
PROJECT FLOOR AREA, UNIT COUNT SUMMARY							
ELEVATION	LEVEL	BUILDING SECTION DIAGRAM	FLOOR AREA	UNIT MIX (COUNT)			CAR PARKING
				1BR	2BR	3BR	
52'-0"	ROOF	MECHANICAL					
41'-0"	3TH FLOOR	RESIDENTIAL	31,040 SF	23	3	1	
30'-0"	2ND FLOOR	RESIDENTIAL	31,120 SF	25	4	1	
19'-0"	1ST FLOOR	RESIDENTIAL - PARKING	33,835 SF	12	2	1	30
0'-0"	BASEMENT	LOBBY / UTILITIES / RETAIL / PARKING	39,590 SF				80
TOTAL:			135,586 SF	60 (83%)	9 (13%)	3 (4%)	110

72 TOTAL UNITS

Residential dwelling units limited to the second, third and fourth floors, which shall include a fifteen-percent set-aside for very-low-, low- and moderate-income  
housing, if the affordable units will be for rent, and a twenty-percent set-aside for low- and moderate-income housing, if the affordable units will be for sale;



1 BASEMENT  
SCALE: 1" = 20' - 0"



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NJ State Board Of Engineers & Land Surveyors, Authorization No. 24G243803030

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NO.	DATE	DESCRIPTION	INT
01	11.29.2024	BLOCKING PLAN	FAA

REVISIONS

NO.	DATE	DESCRIPTION	INT

PRINCIPALS

MATTHEW B. JARMEL, AIA, MBA  
RICHARD H. KIZEL, AIA, PP

ARCHITECTS & ENGINEERS

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CHERYL SCHWENKER, AIA  
JOHN W. STANGERS, AIA  
STEVEN T. ZADOK, AIA

Project:  
MIXED-USE DEVELOPMENT  
GOMES GROUP  
420 BLOOMFIELD AVENUE  
VERONA, NJ  
BLOCK 701 LOT 3

Project Number:  
GOMESGR24-199

Scale:  
AS NOTED

Drawn By:  
FAA

Approved By:  
MBJ

Drawing Name:

ZONING ANALYSIS, FLOOR PLANS

Drawing Number:

SD-101

OF

Initial Date: 07/12/2024

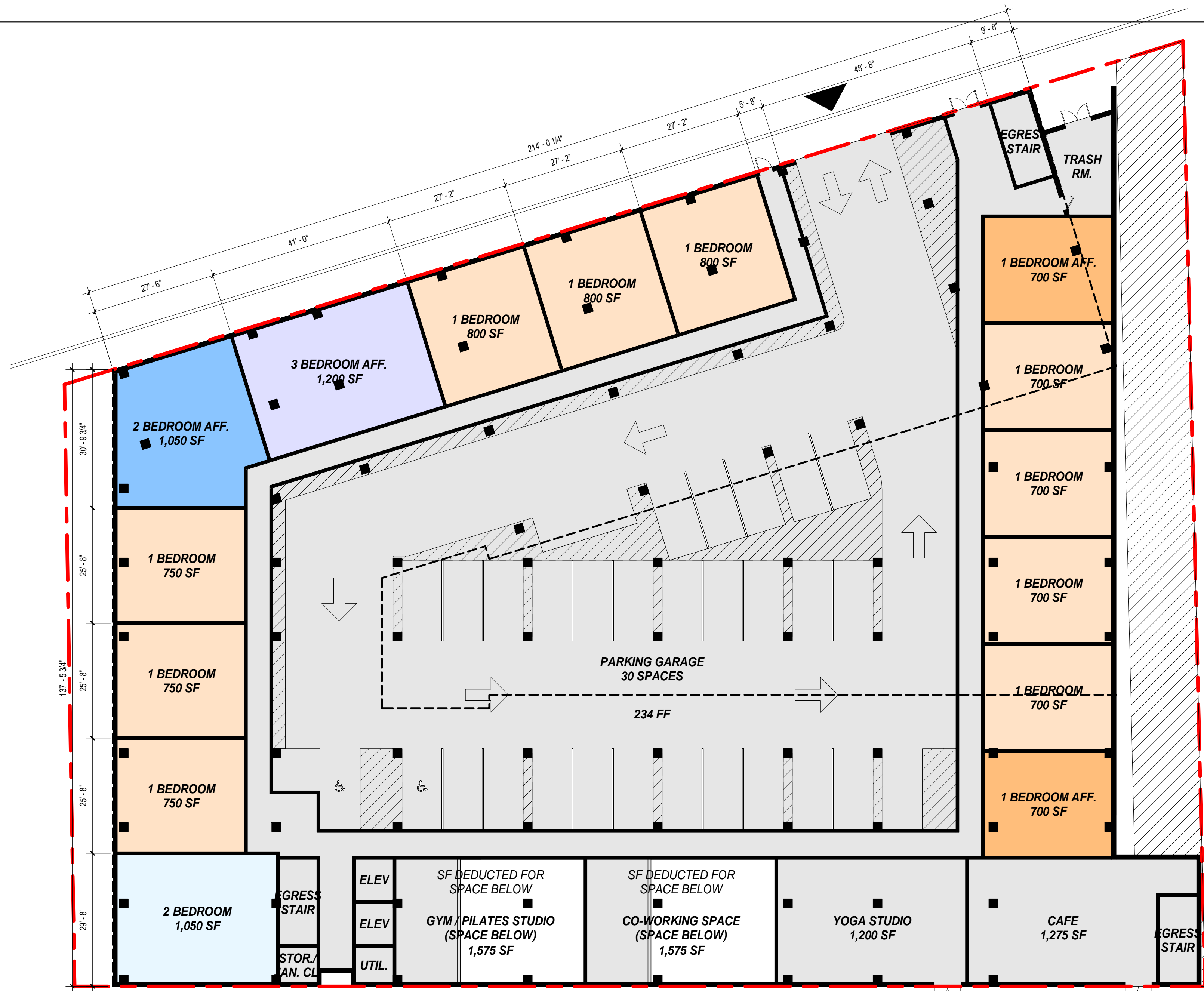
DESIGN PROFESSIONAL OF RECORD

MATTHEW B. JARMEL, AIA, MBA

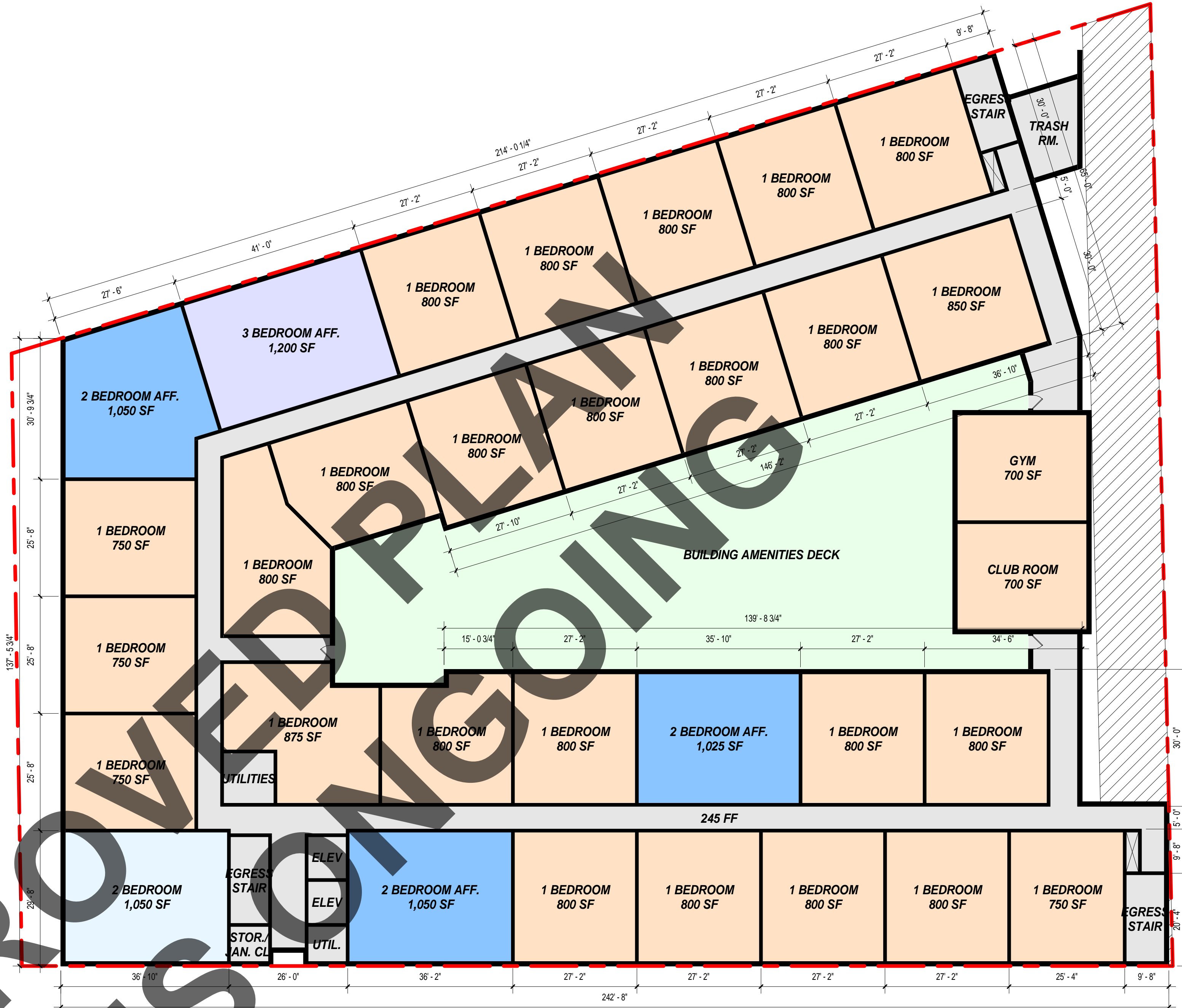
NO. 02 OF 02/02/2024



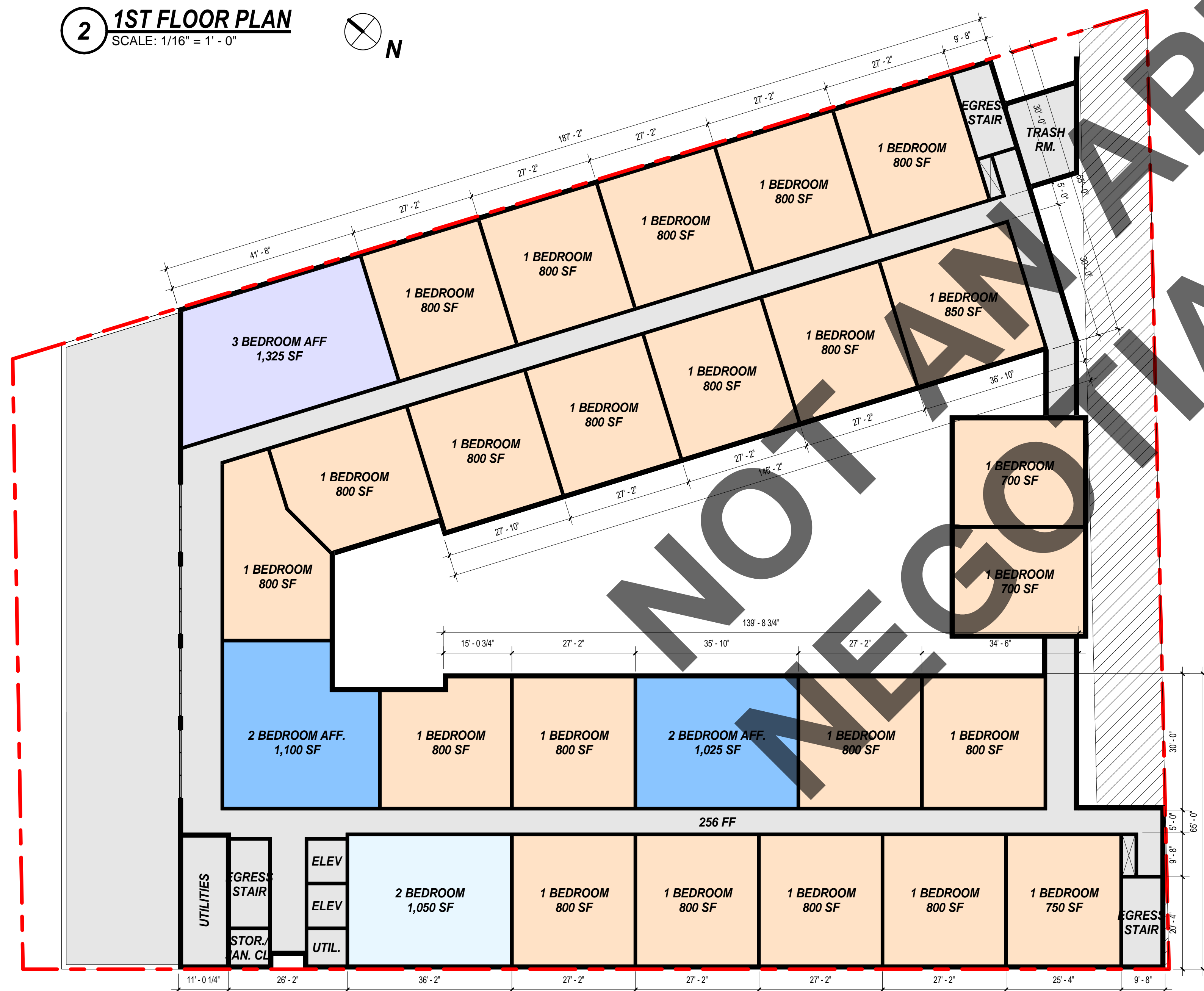
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2 1ST FLOOR PLAN  
SCALE: 1/16" = 1' - 0"



3 2ND FLOOR PLAN  
SCALE: 1/16" = 1' - 0"



4 3RD FLOOR PLAN  
SCALE: 1/16" = 1' - 0"

TOTAL PARKING COUNT / APARTMENT DISTRIBUTION							
4 OVER 1	PARKING	1 BED (MARKET)	2 BED (MARKET)	1 BED (AFFORDABLE)	2 BED (AFFORDABLE)	3 BED (AFFORDABLE)	TOTAL
3RD FLOOR	-	23	1	-	2	1	27
2ND FLOOR	-	25	1	-	3	1	30
1ST FLOOR (PARKING)	30	10	1	2	1	1	15
BASEMENT (PARKING)	80	-	-	-	-	-	-
TOTAL	110	58	3	2	6	3	72



Jarmel Kizel

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LIVINGSTON, NEW JERSEY 07039  
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NJ State Board Of Engineers & Land Surveyors Authorization No. 24G24030300

ISSUED

NO.	DATE	DESCRIPTION	INT.
01	11.29.2024	BLOCKING PLAN	FAA

REVISIONS

NO.	DATE	DESCRIPTION	INT.

PRINCIPALS

MATTHEW B. JARMEL, AIA, MBA  
RICHARD H. KIZEL, AIA, PP  
IRVIN H. KIZEL, AIA, PP

ARCHITECTS & ENGINEERS

ARMEN B. BOHOSSEAN, PE  
JEREMY D. BOYER, AIA  
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KAROLINA KUCHANOWICZ, AIA  
CHERYL SCHWENKER, AIA  
JOHN W. STANGERS, AIA  
STEVEN T. ZADOK, AIA

Project:  
MIXED-USE DEVELOPMENT  
GOMES GROUP  
420 BLOOMFIELD AVENUE  
VERONA, NJ  
BLOCK 701 LOT 3

Project Number:  
GOMESGR24-199

Scale:  
AS NOTED

Drawn By:  
FAA

Approved By:  
MBJ

Drawing Name:

RESIDENTIAL FLOOR PLANS

Drawing Number:

SD-102

Initial Date: 07/12/2024

DESIGN PROFESSIONAL OF RECORD

MATTHEW B. JARMEL, AIA, MBA

# APPENDIX

14

176 BLOOMFIELD  
AVENUE





rec'd 11/7/2024

Cameron W. MacLeod  
Director

Gibbons P.C.  
50 West State Street  
Suite 1104  
Trenton, NJ 08608-1220  
Direct: 609-858-2445 Fax: +1 973-639-8341  
cmacleod@gibbonslaw.com

November 6, 2024

**VIA OVERNIGHT DELIVERY**

Township Manager Joe D'Arco  
Township of Verona  
600 Bloomfield Ave  
Verona, NJ 07044

**Re: 176-200 Bloomfield Avenue**

Dear Manager D'Arco:

As you may know, this office serves as counsel to DMH2, LLC ("DMH2"), the owner of certain property fronting on Bloomfield Avenue, having an address of 176-200 Bloomfield Avenue, and known on the tax maps of the Township of Verona as Block 202, Lots 1 and 23 (the "Property"). We would appreciate the benefit of a meeting to discuss the proposed development of the Property with you and the Township during the week of November 11, 2024.

For the past eleven years, DMH2 has been working to attempt to develop the Property. The Property has been subject of a number of pieces of litigation over the years, challenging deed restrictions and approvals, in an attempt to avoid the construction of a mixed-use residential and retail building on the Property. Those approvals allowed for the construction of nine (9) residential units and 9,305 sf of retail space, with a parking obligation of 67 spaces, many of which were being parked behind the building, in a location that would have required significant blasting.

Following litigation between DMH2 and the Planning Board, a number of fruitful discussions has resulted, yielding a proposed agreement between DMH2, the Planning Board, and the Township of Verona for settlement and progress toward a development proposal for the Property that makes sense for neighbors and DMH2 alike. Should those settlement efforts fail, this calls into serious doubt the future development of the Property with the settlement proposal, and the attendant benefits of such a favorable resolution to the parties. DMH2 must therefore explore all available options for development until such time as an agreement is reached.

Out of an abundance of caution, and recognizing that Verona is presently engaged in a process of determining how to comply with its 173 unit prospective need obligation, DMH2 wishes to confirm that its interest is to develop the Property with multi-family residential development. If made available for development in the Fourth Round, the Property would be an available parcel which is approvable, developable, and suitable for inclusionary development, yielding a significant realistic development potential given Verona's calculated need and the density which the Property can reasonably accommodate, given its size and prime location on Bloomfield Avenue.

GIBBONS P.C.

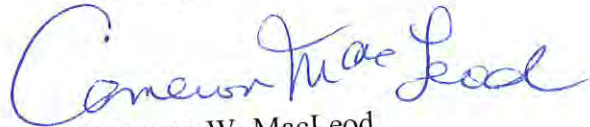
176-200 Bloomfield Avenue

November 6, 2024

Page 2

By way of this letter, DMH2 provides notice that it should be considered an "interested party" pursuant to N.J.S.A. 52:27D-304.1 for any filings relative to the Fourth Round affordable housing obligations of the Township of Verona. Please provide DMH2 and the undersigned notice of any and all meetings, discussions, resolutions, petitions, and filings relative to the Township's obligations and mechanisms of compliance.

Sincerely,



Cameron W. MacLeod  
Director









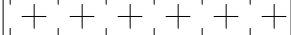
CWM:mc

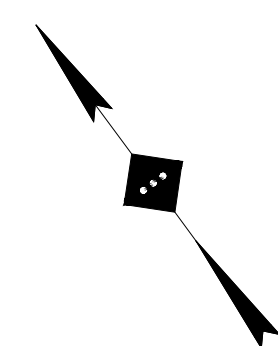
None

cc: M. Semeraro, Esq. (via e-mail)  
M. Harrison (via e-mail)

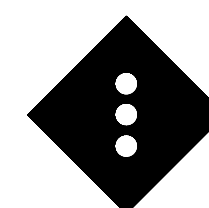




<b><u>SYMBOL</u></b>	<b><u>DESCRIPTION</u></b>
	PROPOSED STREET TREE
	PROPOSED PARKING LOT TREE
	PROPOSED EVERGREEN TREE
	PROPOSED EVERGREEN SHRUB
	PROPOSED DECIDUOUS SHRUB
	PROPOSED DECIDUOUS TREE
	PROPOSED DECIDUOUS SHRUB
	PROPOSED DECIDUOUS TREE
	PROPOSED SEED MIX



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**NOT APPROVED FOR CONSTRUCTION**

## CONCEPT PLAN

**DMH2 LLC**

# PROPOSED RESIDENTIAL DEVELOPMENT

**BLOCK 8, LOTS 1 & 23  
176 BLOOMFIELD AVENUE  
TOWNSHIP OF VERONA  
ESSEX COUNTY, NEW JERSEY**

ZACHARY L. CHAPLIN, P.E.  
NEW JERSEY LICENSE No. 53605  
LICENSED PROFESSIONAL ENGINEER



BY: CD	CHK: BR	DATE: 08/11/2023
--------	---------	------------------

SCALE: (H) 1" = 20' PROJECT ID: RUT-210407

**TITLE:**

### CONCEPT C (FIRE TRUCK)

## DRAWING

**C-2**

John T McEvoy & Jessica Pearson  
20 Montclair Avenue  
Verona, NJ 07044

July 14, 2015

Via Email Delivery:

Dear Honorable Mayor Ryan,  
Deputy Mayor Nochimson,  
Councilman Roman,  
Councilman Sniatkowski,  
Councilman Manley and  
Township Attorney Michael Gannaio,

On September 25, 2014, we sent a letter to the Verona Town Council, as well as many Township Officials, referencing a deed restriction upon 200 Bloomfield Ave, Block 8, Lot 1. The restriction upon that lot prohibits any commercial or manufacturing use. As you also must know, the Verona Planning Board recently approved an application involving this property, which unfortunately authorizes the commercial use of this property notwithstanding the restrictions against such uses. The Planning Board decision was due in part to the enactment of the Extended Town Center Zone, which allows for certain commercial uses. But neither municipal zoning nor planning board approval supersedes the restrictions against such commercial uses.

We write this letter to again request the cooperation and assistance to remedy these mistakes in order to protect and preserve a century old neighborhood scheme and public park from further commercial encroachment on 200 Bloomfield Avenue.

To place this issue into proper context, the entire area surrounding what it now Everett Field was purchased and subdivided by Fillmore Condit beginning in 1890. The neighborhood, was, and still, to this day, is centered around Everett Field, formally known as the "Lawn" in 1890 and the "Pleasure Ground" in 1893. Our Park continues to be a place where families and their children congregate daily for baseball, softball, and Eagles Football alike. It has also been registered with the NJDEP as one of Verona's few ROSI (Recreation Open Space Inventory) properties.

Unlike any of the surrounding streets in Verona, Elmwood and Westview Roads were designed to gently curve around the park, establishing a grand visual presence as well as providing the Park with the protection of surrounding residential homes, each with a view of and immediate access to the Park. That Park, conveyed to Verona by Condit in 1910, was renamed "Everett Park", by the Mayor and Council of Verona, upon the sudden and tragic passing of Condit's son, Everett. The neighborhood surrounding Everett Field remains, pretty much, exactly as Fillmore Condit envisioned this community 125 years ago, and is the neighborhood, in which we, the residents, rely upon to remain as the founders so intended: A public park, cherished by our entire community, embraced by the surround of residential citizenry.



In case you were unaware, the proposed violation of the deed restriction upon 200 Bloomfield not only impacts the entire neighborhood scheme, but further implicates a reciprocal covenant that Fillmore Condit himself inserted into the deed conveying the Everett Field to the Township of Verona in 1910:

This conveyance is made and accepted expressly subject to the following restrictions and covenant. The property conveyed shall be perpetually kept and maintained for park purposes or by for the welfare of the community and shall not in any way be diverted or changed from this purpose by the mortgage, sale, lease, rental or grant of the whole or any part or by erection of any building or structure excepting such as would be in harmony with and suitable for park use or ornamentation. If the above restrictions are violated the land hereby conveyed shall revert to the party of the first part or their heirs to be held in accordance with covenants in certain deeds made by them conveying lots adjacent to the above described park land.

This is an all-important portion of the deed, as Verona, the recipient of the community land, has an obligation to comply with and support all of the terms of the deed. The Everett Park deed clearly states that its restrictions must be held in accord with covenants in certain deeds on adjacent properties (made by the Condit Family and heirs). Condit was in fact the conveyer of all of the surrounding, adjacent lots and did indeed place "no commercial-no manufacturing" restrictions upon those surrounding lots.

From the title chain of 200 Bloomfield Avenue, Block 8, Lot 1 (formerly known as Lots 9/10) X27-88, granted by Fillmore Condit to Florence White on 7/27/1893:

...and this conveyance is made expressly subject to the restrictions that the premises shall not be used for commercial or manufacturing purposes and the parties of the first part bind themselves and their heirs and assigns, that a plot of land near the previously described premises and bounded by Westview Road on the East, Bloomfield Ave. on the South and Elmwood Road on the West shall be perpetually reserved for common purposes as a park or pleasure ground.

Here, the deed for 200 Bloomfield Avenue not only prohibits commercial use, but also makes direct reference to the Pleasure Ground, or what we know today as Everett Park.

As commercialism upon Bloomfield Avenue began to grow, so too did the restrictions upon 200 Bloomfield Ave. The Stonham Family, who lived and raised their family in the stately home for over 20 years, restated the restrictions in the sale of the home in 1920. E64-99:

This conveyance is made expressly subject to the restriction that the premises shall not be used for commercial or manufacturing purposes.

And, likely due to the construction of the Annin Factory, the Schlieman Family added to the perpetual restrictions on 200 Bloomfield Avenue: In a 1923 Sale X68-440:

This deed of conveyance is made expressly subject to the restrictions that the said part of the second part shall not construct upon the aforesaid premises any factory or stables and that the said premises shall not be used for commercial or manufacturing purposes;

As detailed above, the restriction against commercial uses upon 200 Bloomfield Avenue became more strict as the years passed, yet the rationales provided by Mr. Condit's original imposition of these restrictions remain unchanged.

By way of reciprocity, or interdependent reference, 200 Bloomfield Avenue becomes inherently included as one of the "adjacent lots with covenants" that Mr. Condit referenced in the conveyance of Everett Park to the Township of Verona. The obvious reason for these restrictions is to protect the residential surround of the Park that was given forth to Verona. Each of these two deeds refers to that of the other, and therefore both must be enforced.

It is bad enough that the current owner of 200 Bloomfield Avenue, DMH2, LLC, sought and recently obtained approval from the Planning Board to utilize that property for commercial purposes, in a manner that explicitly violates the covenant for that private property as well as of that of the public park property now owned by Verona. But it was also an unfortunate mistake for the Town to include 200 Bloomfield Avenue within the Extended Town Center Zone District, which allows for certain commercial uses. Had the governing body and the Planning Board been aware of these deed restrictions, surely 200 Bloomfield Avenue would not have been included within that newly created district.

These mistakes should not be further compounded by jeopardizing the neighborhood scheme and public park that were inextricably tied together through the use of covenants, which now remains the only barrier remaining to preserving this cherished corner, and neighborhood of Verona.

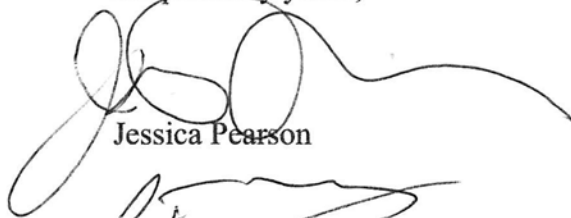
There remains, however, an opportunity to correct these past mistakes in a way that both preserves the original neighborhood scheme and protects the public park at the same time.

We, residents of the Township and community of Verona, owners of properties upon Westview Road with the same "no commercial" restrictions, Heirs of Fillmore Condit and Heirs of Arthur Stonham, through the services of the Weiner Lesniak law firm, have initiated suit in the Superior Court Chancery Division seeking enforcement of the deed upon 200 Bloomfield Avenue.



We send forth this letter as not only notice to the Mayor and Council of Verona of the forthcoming proceedings, but also as an appeal to the Council to enforce the founders' and their heirs' covenants that exist within and throughout our beloved community. We would be most pleased and honored if Verona would join us in our efforts toward protecting our Township, our neighborhood and our treasured Everett Field.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Jessica Pearson', with a long, sweeping horizontal line extending to the right.

Jessica Pearson

A handwritten signature in black ink, appearing to read 'John T. McEvoy', with a long, sweeping horizontal line extending to the right.

John T. McEvoy

cc: Alan Trembulak, Esq DMH2 Attorney (via hand delivery)  
David Antonio, P.P. AICP Essex County (via hand delivery)  
John Dusinberre, Esq, Sternas Attorney (via email)  
Steven R Tombalakian, Esq. Weiner, Lezniak (via email)

\*John S. Foster Jr & Elizabeth K. Foster (via email)  
\*Steven David Shorten & Elizabeth Jessie Shorten (via email)  
\*Sharon Olson (via email)  
\*Janet O Marangi (via email)  
\*Rebekah Radisch\* (via email)  
\*Deborah L. Radisch\* (via email)  
\*Ingrid Elisabeth Ewertz Whaley\* (via email)  
Sandra Krouse (via hand delivery)  
Terrance Moore & Kim Shafer (via email)  
Sarah O'Farrell (via email)  
Ethan and Michelle Barshay (via email)  
Mary Purcell (via email)

\*denotes heirs of those that drafted deed restrictions

Attachment: Complaint (43 pages)

**TITLE CHAIN FOR 200 BLOOMFIELD AVENUE**

(Block 8, Lot 1 (f/k/a Lots 9/10))

<b>Grantor</b>	<b>Grantee</b>	<b>Date</b>	<b>Deed Ref.</b>	<b>Applicable Restrictions</b>
The Equitable Life Assurance Society of the United States	Fillmore Condit	4-4-1890	L25-26	N/A
<b><i>Map of Property of Fillmore Condit in the Township of Caldwell, New Jersey – June 1890</i></b>				
Fillmore Condit	Henry A. Starkweather	8-9-1890	N/A	N/A
Henry A. Starkweather	Fillmore Condit	10-7-1892	Z26-586	N/A
Fillmore Condit	Florence White	7-27-1893	X27-88	“...and this conveyance is made expressly subject to the restrictions that the premises shall not be used for commercial or manufacturing purposes and the parties of the first part bind themselves and their heirs and assigns, that a plot of land near the previously described premises and bounded by Westview Road on the East, Bloomfield Ave. on the South and Elmwood Road on the West shall be perpetually reserved for common purposes as a park or pleasure ground.
Florence White	Elizabeth Esther Lund	10-24-1895	M29-80	“subject to same restrictions in said deed” [referencing X27-88]
Walter Lund & Elizabeth Esther, his wife	Arthur Stonham	7-20-1898	S31-439	“This conveyance is made expressly subject to the restrictions in said two deeds mentioned ...” [referencing M29-80 deed]
Arthur Stonham	Sarah A. O’Connor et VIR	8-20-1920	E64-99	“This conveyance is made expressly subject to the restriction that the premises shall not be used for commercial or manufacturing purposes.”
Sarah A. O’Connor and Patrick J. O’Connor	Ruth Schlieman	1-31-23	F68-202	“This conveyance is made expressly subject to the restriction that the premises shall not be used for commercial or manufacturing purposes.”
Ruth Schlieman et VIR	Mathilde L. Burfiend	7-7-1923	X68-440	“This deed of conveyance is made expressly subject to the restrictions that the said part of the second part shall not construct upon the aforesaid premises any factory or stables and that the said premises shall not be used for commercial or manufacturing purposes;”

Mathilde L. Burfiend thru Louis E. Batchelor, Sheriff	Arthur T Vanderbilt, Trustee	1-29-1934	X86-577	Foreclosure of mortgage (Y65-481) to Lincoln Mortgage Company, 9-12-1928 (recorded 12-3-1928) “The premises described herein are sold subject to such state of facts as an accurate survey and physical examination of the premises may disclose; also subject to all unpaid municipal liens, <b>restrictions of record</b> , legal effect of zoning ordinances and rights of persons in possession, if any.”
Arthur T. Vanderbilt	Lincoln Mortgage	4-18-1938	Q93-101-156	
Lincoln Mortgage	Ella Theting (unmarried) and Katharina Theting (unmarried)	6-16-1942	K100-191	“This conveyance is made subject to (1) to such facts as an accurate survey and physical examination of the premises may disclose; <b>(2) to restrictions of record, if any</b> , zoning ordinances, or other municipal or governmental regulations, and (3) to the rights of existing tenancies..”
Ella Theting	Katherina Theting	6-27-1985	4880-129	“Said premises are conveyed subject to easements, <b><u>Covenants and restrictions affecting said premises of record</u></b> , if any, such facts as an inspection and accurate survey of the premises would disclose, zoning and municipal ordinances of the Borough of Verona, and the lien of any unpaid taxes for the year 1985.”
Ella Theting as Executrix for Katherina Theting	Ella Theting, Individually	12-2-2008	12169-3417	N/A
Ella Theting	DMH2, LLC	6-5-2012	12373-5586	“ <b>This property is conveyed subject to easements, Restrictions of record</b> , zoning ordinances and other governmental restrictions affecting the property and its use, and to such facts as may be disclosed by an accurate survey.”

# APPENDIX

15

855-885

BLOOMFIELD  
AVENUE

January 28, 2025

**VIA E-MAIL kgould@veronanj.org**

Mr. Joseph D'Arco, Manager  
Mr. Kevin O'Sullivan, Manager  
Township of Verona  
Verona Town Hall  
600 Bloomfield Ave.  
Verona, New Jersey 07044

**RE: Proposed Inclusionary Development  
Block 2205, Lot 6  
Township of Verona**

Dear Mr. D'Arco and Mr. O'Sullivan:

This firm represents the owners 855 Bloomfield Avenue, Verona, New Jersey, and identified as Block 2205, Lot 6, on the Township of Verona tax maps (the "Property"). For the past six or so years, the Property has been under consideration by the Township as a viable option for affordable housing to help the Township satisfy a portion of its Fourth-Round affordable housing obligation. This involved meetings with the Township's former Manager, Attorney, and Council Members at a closed session presentation to the Council during which building elevations and colored site plans were presented and discussed. These plans were resubmitted in November 2024 to the Township's Planner, Attorney, and Affordable Housing Planner.

On February 11, 2019, the Township designated the Property as a non-condemnation area in need of redevelopment pursuant to the Local Housing and Redevelopment Law, *N.J.S.A. 40A:12A-1, et seq.* In doing so, the Township relied upon a report entitled "Determination of Area in Need of Redevelopment" prepared by Kasler Associates, PC, dated January 20, 2019, which concluded that the designation of property would help the Township in meeting one of the goals set forth in the Township's 2009 Master Plan by "continu[ing] to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing meeting the requirements set forth by the New Jersey Council on Affordable Housing."

Thereafter, draft development standards were prepared for inclusion in a redevelopment plan for the Property by the Township's planners in cooperation with a potential purchaser of the Property, MarkBuilt Homes. Those standards included density of 40 du/acre. At 1.77 acres, the Property would yield a maximum of 60 units, including 12



affordable housing units. Relying upon these proposed standards, MarkBuilt Homes completed most of the site plan design work to accommodate all other bulk requirements in the proposed development standards as well as to address stormwater, utility, and parking obligations.

This notwithstanding, on January 9, 2025, Township Planner Sanyogita S. Cahvan advised the owners that the Township now considered the previously proposed density too high and that 10 du/acre would be more appropriate, despite the fact that the current zoning for the property would allow an even higher density as a conditional use. At that density, the property would theoretically yield a maximum of only 3 or 4 affordable housing units. In reality, however, such density would render the project financially infeasible, and thus no affordable housing units would be supplied on the property.

It is our request that the Township and its planning professionals reconsider the proposal for the Property at the previously discussed 40 du/acre density. The Property has been publicly identified in the past by Township officials as presenting a good opportunity for the Township to satisfy some of its affordable housing obligation. We believe that the Property can easily accommodate such density without causing any significant detriment to the surrounding neighborhood, municipal services, the school district, or adjacent roadway network.

Kindly distribute this letter to the Governing Body for their consideration. We have copied the Township's affordable housing planners and attorney on this letter. We would welcome the opportunity to meet with the Township to further discuss the ideal opportunity that this Property presents. Thank you very much for your consideration and attention. We look forward to hearing from you.

Sincerely,

**GREENBAUM ROWE SMITH & DAVIS LLP**



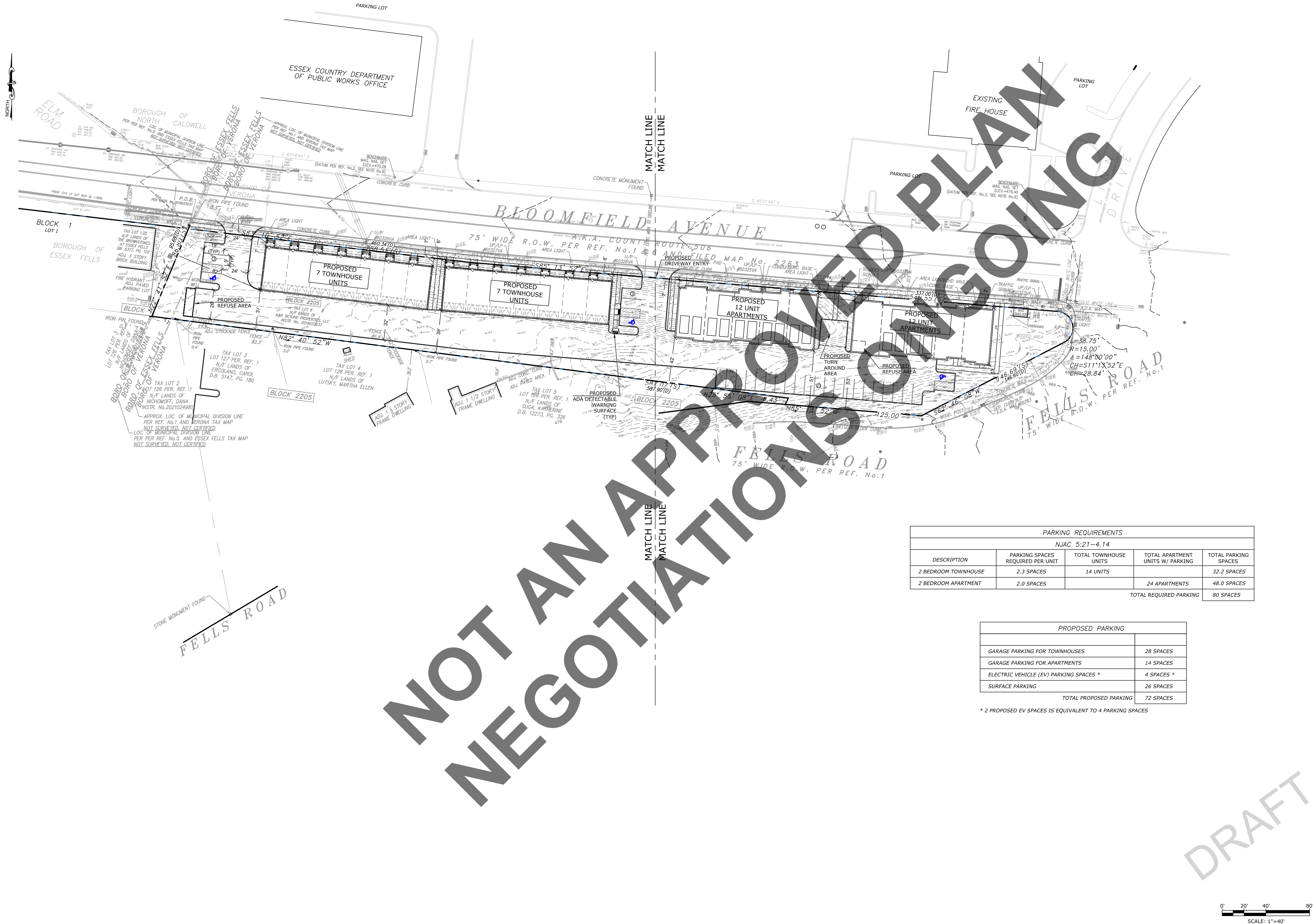
Steven G. Mlenak

Enclosure

cc: Ms. Sanyogita S. Chavan, AICP, PP (*via e-mail*)  
Mr. Francis Reiner, AICP, PP (*via e-mail*)  
Mr. Brian Aloia, Esq. (*via e-mail*)  
Mr. Ralph Valente (*via e-mail*)  
Mr. Raymond Rice (*via e-mail*)



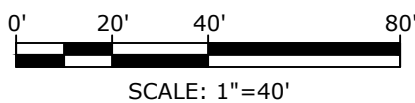
M:\PROJECTS\A&E SERVICES\ALL COUNTY - VERONA\A&E SERVICES\VERONA COMMONS\_4.21.25 BLK 2205 LOT 6.DWG



PARKING REQUIREMENTS				
NJAC 5:21-4.14				
DESCRIPTION	PARKING SPACES REQUIRED PER UNIT	TOTAL TOWNHOUSE UNITS	TOTAL APARTMENT UNITS W/ PARKING	TOTAL PARKING SPACES
2 BEDROOM TOWNHOUSE	2.3 SPACES	14 UNITS		32.2 SPACES
2 BEDROOM APARTMENT	2.0 SPACES		24 APARTMENTS	48.0 SPACES
TOTAL REQUIRED PARKING				80 SPACES

PROPOSED PARKING	
GARAGE PARKING FOR TOWNHOUSES	28 SPACES
GARAGE PARKING FOR APARTMENTS	14 SPACES
ELECTRIC VEHICLE (EV) PARKING SPACES *	4 SPACES *
SURFACE PARKING	26 SPACES
TOTAL PROPOSED PARKING	72 SPACES

\* 2 PROPOSED EV SPACES IS EQUIVALENT TO 4 PARKING SPACES



SCHEDULE OF REVISIONS

REV.	DATE	DESCRIPTION OF CHANGES	DRAWN BY	CHK. BY

OWNER/APPLICANT

ERIC A. CHARLES  
ALL COUNTY PIPELINE, PAVING & SITE CONTRACTORS, INC.  
164 BALL AVENUE  
PARSIPPANY, NJ 07054  
973.917.3001

N.J. ENGINEERING CERTIFICATE OF AUTHORIZATION No. 24GA28118200

E 2 PROJECT MANAGEMENT LLC

87 HIBERNIA AVENUE  
ROCKAWAY, N.J. 07866  
PHONE: (973) 299-5200  
FAX: (973) 299-5059  
www.E2PM.com

THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THEREOF. ANY CHANGES AND THE DESIGN FEATURES OR CONSTRUCTION COLLISIONS ARE HEREBY TO BE PROJECT MANAGER'S LEE AND SHALL NOT BE REPRODUCED, ALTERED OR COPIED WITHOUT WRITTEN PERMISSION. SHALL NOT BE USED IN ANY MANNER CONTRARY TO ITS INTEREST AND SHALL BE RETURNED UPON REQUEST.

I CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION

CHARLES J. STEWART, P.E., P.L.S. N.J. NO. 24GB035884  
REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR

COMMONS AT VERONA  
885 BLOOMFIELD AVENUE  
TOWNSHIP OF VERONA  
ESSEX COUNTY, NEW JERSEY  
  
BLOCK 2205 LOT 6

DRAWING TITLE

OVERALL SITE PLAN

CHECKED BY: CJS	DRAWN BY: LP
SCALE: AS SHOWN	SHEET NO: 4 OF XX
PROJECT #: P-23-78	FIRST ISSUE: 5/30/2025

DRAWING NO.

SP-103.00

# APPENDIX

16

## HILLWOOD SENIOR SURPLUS



Verona Senior  
Citizens  
100 Hillwood Ter  
Verona, NJ 07044-1360  
(973) 239-3131



TTY/TDD – Dial 711  
or 1-800-852-7899  
(Voice callers:  
1-800-852-7897)

To Whom it May Concern,

I am writing to detail the “bedroom and income distribution” as requested by DMR. All units receive Section 8 assistance.

0 bedrooms – 39  
1 bedrooms – 120

159 units

Bedroom size	ELI 30%	VL 30%-50%	LI 50%-80%
0	30	8	1
1	87	30	3

Should you have any questions, please contact me at [dkim@shpmanagement.com](mailto:dkim@shpmanagement.com) or 973-239-3131.

Sincerely,



Daniel Kim  
Property Manager



All properties managed by SHP Management Corp. act in accordance with the Fair Housing Act, HUD, and applicable state and local laws which prohibit discrimination based on an applicant's or resident's actual or perceived inclusion in a protected class or category, which include: race, color, religion (creed), national origin (ancestry), sex / gender, gender identity or expression, genetic information, affectional or sexual orientation (including transgender status), disability (learning, physical or mental), marital/domestic partnership/civil union status, familial/parental status (families with children under the age of 18 or pregnant woman), age, elderliness, lawful source of income, receipt of public and/or rental assistance, military status, veteran status, unfavorable discharge from military service, status as a victim of domestic abuse, order of protection status or political affiliation. The Designated 504 Coordinator may be reached by email at: [504coordinator@shpmanagement.com](mailto:504coordinator@shpmanagement.com)

# APPENDIX

17

## TC ZONE AMENDMENT





**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**ORDINANCE #2025-\_\_**

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE STANDARDS OF THE TOWN CENTER  
ZONE DISTRICT IN CHAPTER 150 "ZONING" OF THE CODE OF THE TOWNSHIP VERONA**

**WHEREAS**, the Township of Verona has the authority to regulate land uses within its municipal boundaries under the Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq.;

**WHEREAS**, the Township of Verona Planning Board adopted a new Master Plan on September 29, 2022; and

**WHEREAS**, the Master Plan identifies the Town Center (TC) Zone District covering the core downtown area of Verona along Bloomfield Avenue and some surrounding parcels on Claremont and Grove Avenues as areas recommended for change;

**WHEREAS**, the Township's Master Plan recommends several amendments to the Township's Zoning Code and has made certain recommendations in the TC Zone District; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Verona, in the State of New Jersey, that the code of the Township of Verona be and is hereby amended and supplemented to read as follows:

(Added text is **emboldened**, and text being eliminated is shown in ~~struckthrough italics~~.)

**SECTION 1.**

Chapter 150, "Zoning," Article II, "Definitions and Word Usage," Section 150-2.3, "Definitions," of the General Legislation of the Township of Verona is hereby amended by supplementing and deleting the following definitions.

**SECTION 2.** Chapter 150, "Zoning," Article XVII, "Schedule of District Regulations," is hereby amended as follows.

**§ 150-17.14 TC (TOWN CENTER) Zone District**

- A. The principal permitted uses. No building or premises shall be erected, altered or used except for uses designated for each district as follows:

- (1) Retail stores, and retail services establishments, including stores or shops or retail business conducted entirely within the confines of a building.
- (2) Cafeterias, full-service restaurants, snack and nonalcoholic beverage bars, confectionery and nut stores, retail bakeries. These uses shall have a maximum seating capacity of 100 patrons. These uses shall be permitted on lots having frontage on Bloomfield Avenue.
- (3) Banks and other financial institutions, but not including drive in uses.
- (4) Theatrical and motion-picture theaters.
- (5) Family day-care centers.
- (6) Personal service establishments.

B. Permitted accessory uses. Any of the following accessory uses may permitted in conjunction with a permitted principal use:

- (1) Accessory uses customarily incidental to the principal or conditional use.
- (2) Outdoor restaurant seating in accordance with § 150-7.23.
- (3) Sidewalk café in accordance with § 150-7.22.

C. Area, yard and bulk regulations:

- (1) Minimum lot size: 2,000 square feet.
- (2) Minimum lot width: 50 feet.
- (3) Minimum front yard setback: zero feet.
- (4) Minimum side yard setback (one): zero feet.
- (5) Minimum side yard setbacks (both): zero feet.
- (6) Minimum side yard setbacks (both) percentage of lot width: N/A.
- (7) Minimum rear yard setback: 20 feet.
- (8) Maximum height for principal building (stories/feet): 3/50.
- (9) Maximum height for accessory structures: 15 feet.
- (10) Maximum building coverage: 80%.
- (11) Maximum improved lot coverage: 100%.
- (12) Minimum landscaped buffer along residential zone: 15 feet.

D. Conditional uses. The following conditional uses are permitted within the Town Center zone (TC) subject to area, yard and bulk regulations and other controls identified in the conditional use regulations of this chapter.

- (1) Mixed residential and retail subject to the mixed-use standards set forth in § 150-8.3--,  
**except even distribution between principal uses set forth within § 150-8.3.B.1. shall not apply.**
- (2) Mixed retail and commercial (nonmedical) subject to the mixed use standards set forth in § 150-8.3.
- (3) Mixed retail and professional office (nonmedical) subject to the mixed use standards set forth in § 150-8.3.
- (4) Massage parlors subject to the conditional standards set forth in § 150-8.11.

### **§150-8.3 Mixed Uses**

A. Mixed uses may be permitted upon authorization of the Planning Board in accordance with the following conditions and subject to site plan review when required:

- (1) Planned commercial developments.
  - i. Planned commercial developments must have a minimum of 1.5 contiguous acres.
  - ii. Planned commercial development must have site access from Bloomfield Avenue or Depot Street only.
- (2) Residential/office or retail mixed use. When residential units are mixed with retail or office space, the residential units shall not be located on the first floor in any building. Access to a residential unit at the street level shall not be construed to be a residential unit on the first floor.
- (3) Office/retail mixed use. When office space is mixed with retail space, the office space shall not be located on the first floor in any building. Access to office space from street level shall not be construed as office space on the first floor.

B. Conditional use requirements applicable to all mixed uses:

- (1) Mixed uses shall have an even distribution between principal uses within each building(s). **This condition shall not apply to mixed use development in the TC Zone District.**
- (2) Parking for the various types of uses shall be provided in accordance with the requirements of Article XII of this chapter.

- (3) Not less than 20% of the lot shall be reserved for open space and landscaping.
- (4) A dense landscape buffer of not less than 15 feet shall be reserved between the mixed uses and any adjoining residential uses.
- (5) In the C-2 zone, site access must be from Bloomfield or Pompton Avenues.

DRAFT