TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY

4

TOWNSHIP COUNCIL AGENDA

REGULAR MEETING 7:00 P.M. MARCH 9, 2026

*****THIS MEETING WILL BE HELD IN-PERSON*****

MUNICIPAL BUILDING, 600 BLOOMFIELD AVENUE

Via the internet, please click the link below to join the meeting:
https://zoom.us/j/95262662770
Via telephone, please dial 1(312)626-6799 or 1(646)558-8656
Use Zoom Meeting ID**:** 952-6266-2770, when prompted for a Participant ID, press #

A. CALL TO ORDER

The notice requirements of the Open Public Meetings Act have been satisfied with respect to this meeting of the Township Council. The meeting time and date were included in the public meeting notice along with the public internet link and telephone call-in information. Said notice and the meeting agenda was posted in the Municipal Building, on the Township's Legal Notice webpage at least 48 hours preceding the start time of this meeting. The agenda and public handouts for this meeting can be viewed online at veronanj.org/councilmeetings. A public comment period will be held in the order it is listed on the meeting agenda and instructions on how to comment will be provided at the appropriate time.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. MAYOR'S REPORT

1. Certificate of Recognition – Carol Stafford, Library Board of Trustees

E. REPORT OF THE TOWNSHIP MANAGER

1. 2026 Municipal Budget Discussion *(continued)*

Buildings & Grounds	Construction Code	Engineer	Fire Dept	Fire Prevention
Health	Police/Dispatch	Pool	Recreation	Recycling/Garbage
Rescue Squad	Seniors	Shade Tree	Street/Highway	Water/Sewer

2. Deputy Manager's Report

F. COUNCILMEMBERS' REPORTS

G. PUBLIC COMMENT

H. HEARING ADOPTION OR AMENDMENT OF ORDINANCES

1. Ordinance No. 2026-02 Adopting the Redevelopment Plan to 320 Bloomfield Avenue/11 Church Street
2. Ordinance No. 2026-03 Adopting the Redevelopment Plan for 176-200 Bloomfield Avenue, Block 202, Lots 1 and 23 as a Rehabilitation Area

3. Ordinance No. 2026-04 Amending and Supplementing the Standards of the Town Center Zone District in Chapter 150 "Zoning" of the Code of the Township of Verona
4. Ordinance No. 2026-05 420 Bloomfield Avenue Redevelopment Plan
5. Ordinance No. 2026-06 885 Bloomfield Avenue Redevelopment Plan
6. Ordinance No. 2026-07 Amending and Supplementing the Standards of the Town Center Mixed-Use ("TCMU") Zone District in Chapter 150 "Zoning" of the Code of the Township of Verona
7. Ordinance No. 2026-08 Repealing Article XIX and XXI of Chapter 150 in its Entirety and Replacing with a New Article XIX – Affordable Housing and Article XXI – Development Fees
8. Ordinance No. 2026-09 Amending Chapter A565-1 Schedule of Fees – Blasting, A565-3 Administrative and Other Fees and A565-6 Uniform Construction Code Fees
9. Ordinance No. 2026-10 Amending Chapter 150 "Zoning" of the Code of the Township, Specifically Article XVI, "Administration and Enforcement", Sections 16.1-16.8
10. Ordinance No. 2026-11 Amending Chapter 390 Property Maintenance, Article II Lead Based Paint Hazard Inspection Requirements for Rental Dwellings

I. ORDINANCES FOR INTRODUCTION

1. Ordinance No. 2026- Establishing Chapter 382 of the Township Code Entitled Pest Control
2. Ordinance No. 2026- Amending Chapter 150, Sections 7.5 and 7.13 of the Township Code

J. PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

K. MINUTES

1. February 9, 2026
2. February 23, 2026

L. PROPOSED RESOLUTIONS

1. Resolution No. 2026- Adopting the Fourth Round Affordable Housing Trust Fund Spending Plan
2. Resolution No. 2026- Adopting an Affirmative Marketing Plan for Fourth Round Affordable Housing
3. Resolution No. 2026- Designating A&R Skyline Properties Urban Renewal LLC as a Redeveloper of Block 2205, Lot 6 on the Tax Map of the Township, Commonly Known by the Street Address of 885 Bloomfield Avenue and Authorizing the Execution of a Redevelopment Agreement with Respect Thereto
4. Resolution No. 2026- Authorizing the Execution of a Third Amendment to the Agreement for Payment In Lieu of Taxes Pursuant to NJSA 55:14K-1 et seq. with Verona LIHTC Urban Renewal LLC
5. Resolution No. 2026- Awarding Contract 2026-01 Improvements to Afterglow Way, Dodd Terrance & Summit Road
6. Resolution No. 2026- Authorize Contract with Boswell Engineering for Professional Engineering Services of Peckman River Stabilization
7. Resolution No. 2026- Authorizing a Contract with MJG Services
8. Resolution No. 2026- Authorizing Application for LEAP Grant for Shared Services with Cedar Grove, Little Falls and Woodland Park
9. Resolution No. 2026- Extraordinary Tree Removal – Block 107, Lot 3
10. Resolution No. 2026- Shared Services Agreement with Roseland for Construction Code Services

11. Resolution No. 2026- Endorsing the Planning Board's Approval of First Amendment to the 4th Round HEFSP
12. Resolution No. 2026- Executive Session

M. LICENSES AND PERMITS

N. ADDENDUM

O. NEW/UNFINISHED BUSINESS

1. Discussion on Proposed Ordinances
   a. Open Burn Restrictions
   b. Part Time Salary Ordinance
2. Appointment
   a. Environmental Commission

		Unexpired Term Ending
i. Joe Sudia	Public Member	1/17/2028

P. PUBLIC COMMENT

Q. EXECUTIVE SESSION

R. ADJOURNMENT

DUE TO THE ENACTMENT OF DANIEL'S LAW, PLEASE PROVIDE
ONLY YOUR NAME & TOWNSHIP DURING PUBLIC COMMENT & PUBLIC HEARINGS
The public may speak on any matter during Public Comment, listed on the agenda as items "I" and "O" on the agenda. At that time, anyone from the public wishing to speak will be recognized. Your comments shall be limited to four (4) minutes.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-02

ADOPTING THE REDEVELOPMENT PLAN FOR 320 BLOOMFIELD AVENUE AND 11 CHURCH STREET (BLOCK 704, LOTS 18 AND 20) REDEVELOPMENT AREA

WHEREAS, on May 6, 2024, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2024-075 declaring the entirety of Bloomfield Avenue Corridor, which includes the above referenced property, as an Area in Need of Rehabilitation; and

WHEREAS, on September 9, 2024, the Township Council adopted Resolution 2024-151 declaring the above referenced block and lots as an Area in Need of Redevelopment (the "320 Bloomfield Avenue and 11 Church Redevelopment Area"); and

WHEREAS, more than 45 days have passed since said Resolution was adopted, and no actions have been filed challenging such action; and

WHEREAS, N.J.S.A. 40A:12A-7 provides for a procedure for the adoption of a redevelopment plan for all or a portion of a duly designated redevelopment area; and

WHEREAS, Block No. 704, Lots 18 and 20 in the Township (the "Property") are located within the 320 Bloomfield Avenue and 11 Church Street Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-7.a., provides that "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, …"; and sets forth statutory requirements for the contents of a Redevelopment Plan; and

WHEREAS, the Township Council directed its planning consultant, H2M engineers and architects (the "Professional Planner") to prepare a draft redevelopment plan concerning the 320 Bloomfield Avenue and 11 Church Street Redevelopment Area; and

WHEREAS, the Township Council is desirous of enacting a redevelopment plan to guide the future use, development and redevelopment of Blocks 704, Lots 18 and 20, heretofore designated as an area in need of redevelopment with provisions to enable the construction of a mixed-use building with affordable housing.

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

SECTION 1. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A and by the reference made a part hereof is hereby approved and adopted pursuant to N.J.S.A. 40A-12A-1 et. seq.

SECTION 2. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

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 ISSUES OF JANUARY 26, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: January 19, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:



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
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

DRAFT

Consultants:

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

Adopted by Verona Township Council:

_____ _____, 2026

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

Sanyogita Chavan

_____

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 comprise 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 includes 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.

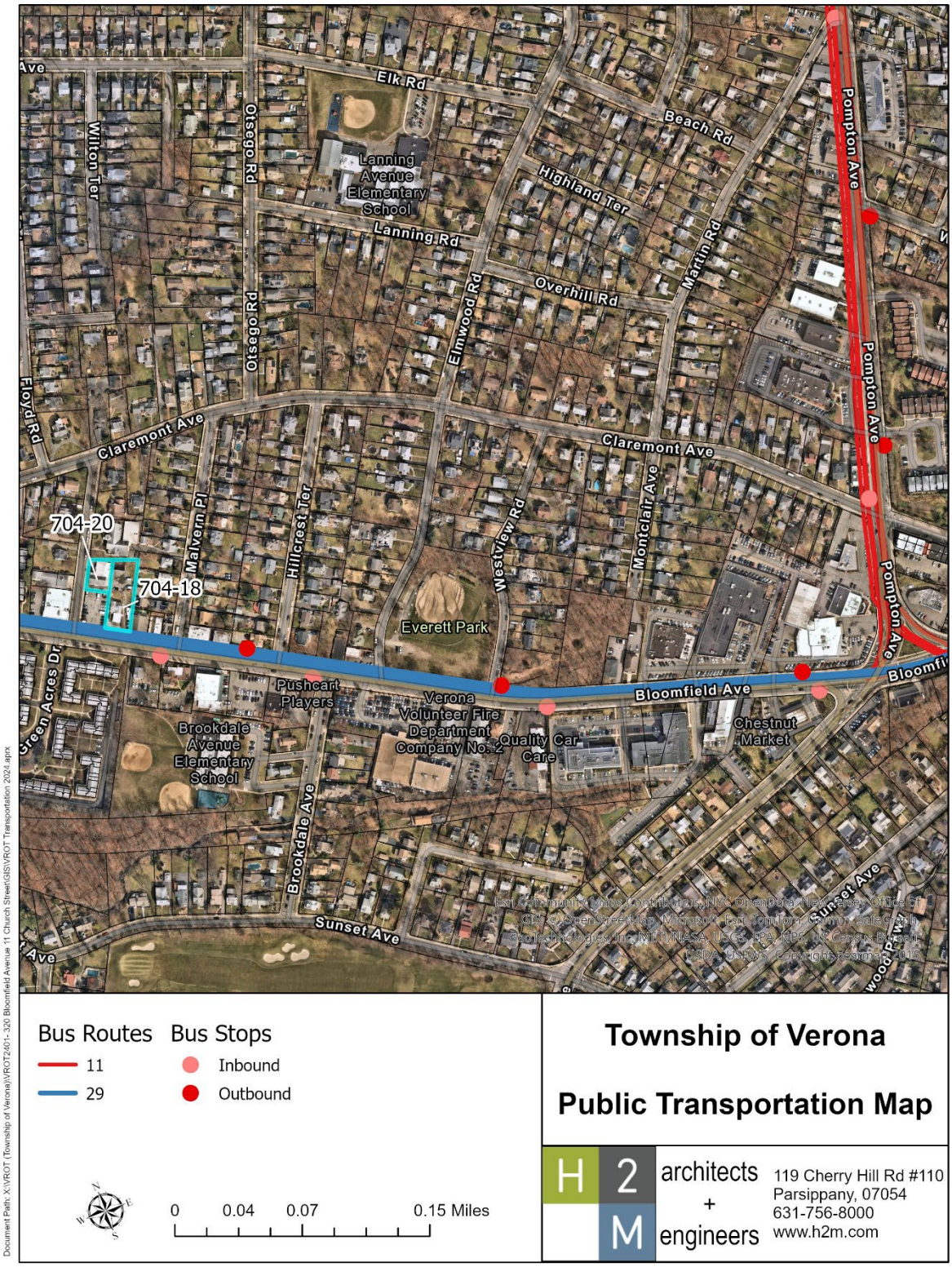
- **Criterion h**
  Designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation. Smart Growth Area Classification commonly refers to growth that serves the environment, economy, and community equally. It attempts to concentrate development 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 list 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

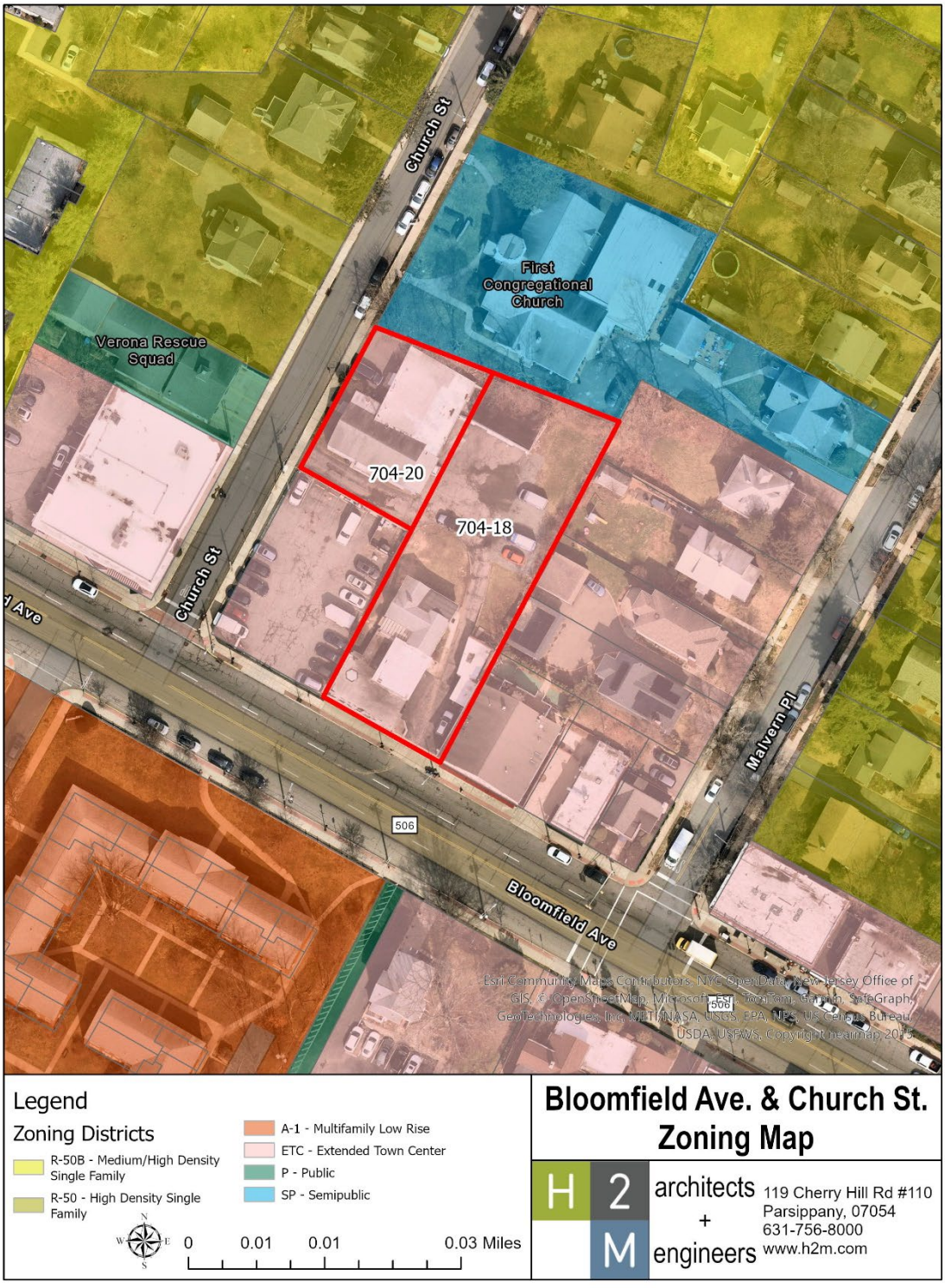
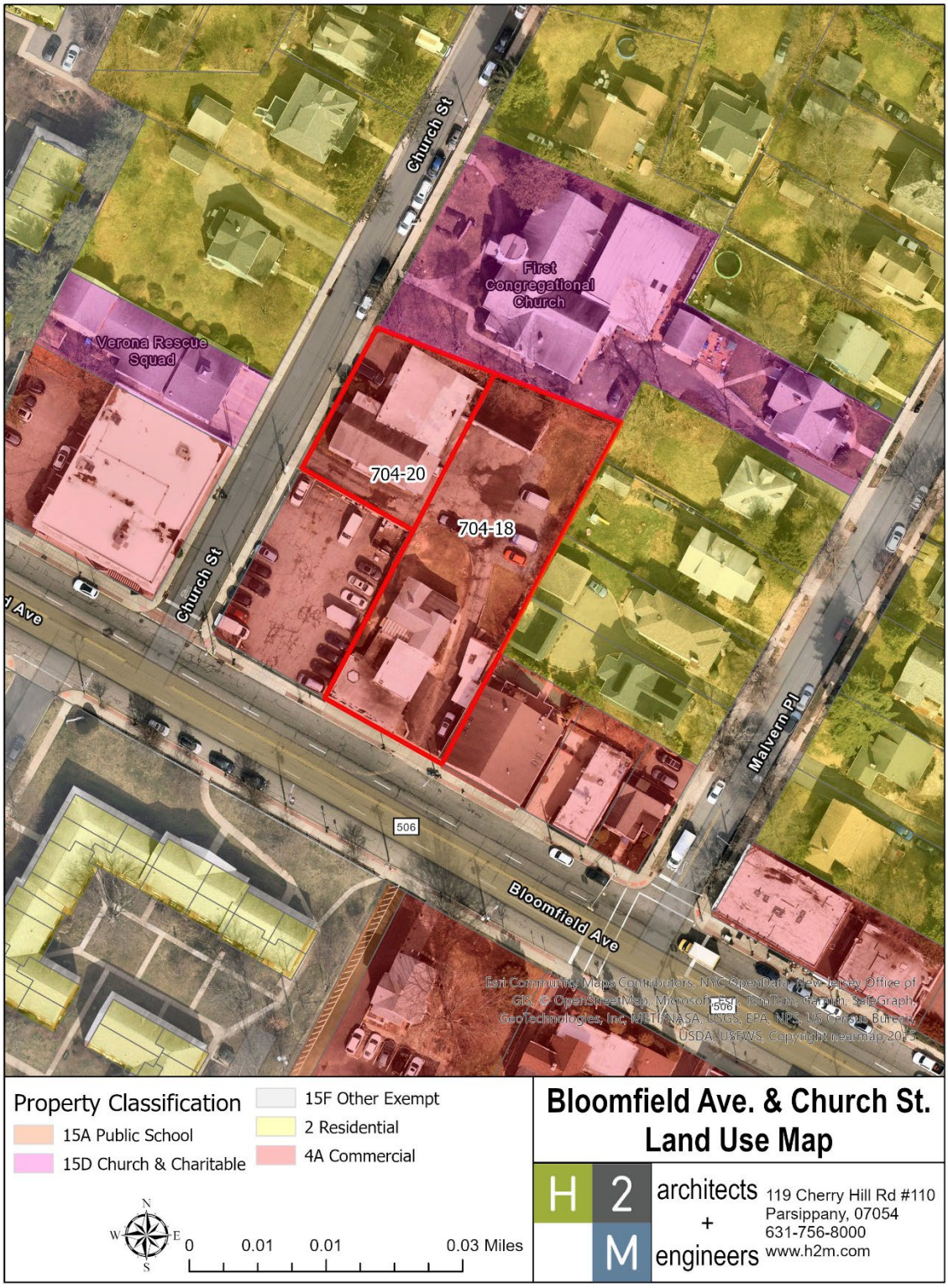


Figure 4: Bloomfield Avenue and Church Street Redevelopment Area Land Use Map



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 address 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:

Land Use Goal #5:	*"Promote growth in appropriate areas that meet current and future land use trends."*
Land Use Objective #5c:	"Utilize redevelopment designations, where appropriate, to provide greater commercial and housing options."
Land Use Objective #5f:	*"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."*
Land Use Goal #7:	*"Ensure zoning districts regulations and land uses align with the Township's development goals."*
Land Use Objective #7a:	*"Incentivize improvements along the Bloomfield Avenue corridor."*
Land Use Objective #7e:	*"Promote smart growth policies in future development in commercial and mixed-use zones."*
Land Use Goal #9	*"Continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate-income households."*
Economic Development Goal #1	*"Continue to ensure Bloomfield Avenue is a vibrant and attractive downtown."*
Economic Development Objective #1a:	*"Consider the rehabilitation and redevelopment of existing buildings and storefronts."*
Economic Development Objective #1c:	*"Utilize incentives for infill development and redevelopment along Bloomfield Avenue commercial corridor."*

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

This Redevelopment Plan shall constitute an overlay to the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). 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 a 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 area 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 use 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
    n. Any combination of the above-listed uses

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 600 square feet
    b. Two-bedroom rental units– minimum 850 square feet
    c. Three-bedroom rental units- minimum 1,150 square feet
    d. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances.
    e. 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

   a. Residential uses must be provided off street parking. Out of the total number of parking spaces required, 10% of the total required parking spaces can be provided through on-site compact car parking spaces. Each compact parking space shall not be less than eight feet wide and 16 feet deep.
   b. The Planning Board may grant deviations and exceptions based on the ratios provided above, where it is demonstrated that the projected parking demand will be less than that required by the Redevelopment Plan through the availability of transit, shared parking or otherwise.
   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.

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. The owner shall be provided credit in accordance with the law.

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.

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** 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."
- **Goal #7** of the **Land Use Plan Element** is to "Ensure zoning districts regulations and land uses align with the Township's development goals." Furthermore, **Objective #7a** aims to "incentivize improvements along the Bloomfield Avenue corridor" and Objective #7e "Promote smart growth policies in future development in commercial and mixed-use zones." The Redevelopment Plan inherently aligns with these objectives 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 #9** of the **Land Use Plan Element** is to "Continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate-income households."
- **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.

2025 State Development and Redevelopment Plan (SDRP)

The SDRP was adopted on December 17, 2025. This Plan has identified 10 aspirational goals to achieve the 2050 vision for a stronger and fairer New Jersey. The entire Redevelopment Area is within the PA-1 Metropolitan Planning Area. Two of the SDRP's intents for the PA-1 area is to provide for much of the state's future growth in compact development and redevelopment, and promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms. The SDRP encourages new development in existing developed areas and encourages preservation in areas not suited for development.

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

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
JENNIFER KIERNAN
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
1907
INCORPORATED 1907

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

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
INCORPORATED 1907

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-03

ADOPTING THE REDEVELOPMENT PLAN FOR
176-200 BLOOMFIELD AVENUE
(BLOCK 202, LOTS 1 AND 23) REHABILITATION AREA

WHEREAS, on May 6, 2024, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2024-075 declaring the entirety of Bloomfield Avenue Corridor, which includes the above referenced property, as an Area in Need of Rehabilitation; and

WHEREAS, more than 45 days have passed since said Resolution was adopted, and no actions have been filed challenging such action; and

WHEREAS, on the 25th day of November 2025, a Settlement Agreement was signed between and among the Township of Verona Planning Board (the "Board"), the Township, and DMH2, LLC (the "Developer");

WHEREAS, pursuant to the Settlement Agreement the Township is required to adopt a Redevelopment Plan for the said property, which is in a designated Area in Need of Rehabilitation;

WHEREAS, N.J.S.A. 40A:12A-7 provides for a procedure for the adoption of a redevelopment plan for all or a portion of a duly designated rehabilitation area; and

WHEREAS, Block No. 201, Lots 1 and 23 in the Township (the "Property") are located within the Bloomfield Avenue Rehabilitation Area; and

WHEREAS, N.J.S.A. 40A:12A-7.a, provides that "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, …"; and sets forth statutory requirements for the contents of a Redevelopment Plan; and

WHEREAS, the Township Council is desirous of enacting a redevelopment plan to guide the future use, development and redevelopment of Block 202, Lots 1 and 23, with provisions to enable the construction of a 28-unit inclusionary multifamily building with affordable housing.

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

SECTION 1. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A and by the reference made a part hereof is hereby approved and adopted pursuant to N.J.S.A. 40A-12A-1 et. seq.

SECTION 2. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 FEBRUARY 27, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 9, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:



Township of Verona
176 Bloomfield Ave

Redevelopment Plan

Date: February 2026

Prepared by:

Redevelopment Plan
for
176 Bloomfield Avenue

Verona Planning Board

Christopher Tamburro, Mayor

Kevin O'Sullivan

Jack McEvoy

Jessica Pearson, Chairperson

Jason Hyndman, Vice Chairperson

Tim Camuti

Jesse Lilley

David Freschi

Julie Parker

Jim Day –Alt. #1

Dylan Magarrell – Alt. #2

Greg Mascera, Esq., Planning Board Attorney

Mr. Peter Ten Kate, Township Engineer

Dolores Carpinelli, Planning Board Secretary

Kathleen Miesch, Zoning Official

Verona Township Council

Christopher Tamburro, Mayor

Jack McEvoy, Deputy Mayor

Alex Roman, Councilman

Christine McGrath, Councilwoman

Cynthia Holland, Councilwoman

Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager

Consultants:

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

Adopted by Verona Township Council:

_____ _____, 2026

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for a rehabilitation area within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan"). This comprises of two lots, which are approximately 1.56 acres (68,127 square feet). This is identified as Block 202, Lots 1 and 23 (176-200 Bloomfield Avenue henceforth referred to as "176 Bloomfield Avenue") and is located at the intersection of Bloomfield Avenue and Westview Road. Presently, the property is vacant. Surrounding this property are single-family homes, a baseball field, and commercial buildings. Block 202, Lot 1 and 23 have frontage along the eastbound side of Bloomfield Avenue. However, Block 202, Lot 1, is bounded by Westview Road to the west and abuts Lot 23 to the east. Lot 23 is a flag lot that extends away from Bloomfield Avenue in the northerly direction. The property is currently vacant, but Lot 1 previously contained a 2 ½ story frame dwelling and a frame garage. A retaining wall spans the southerly property line along Bloomfield Avenue. The property is characterized by wooded land cover and a steep increase in grade from the retaining wall along Bloomfield Avenue to the northerly property line.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 202, Lots 1 and 23, as seen in **Figure 1**. The resolution is included herein in **Appendix A**. As explained in more detail in **Section 2.1**, the Area in Need of Rehabilitation designation forms the statutory basis for this Plan. This Redevelopment Plan provides the development regulations and other standards to guide the redevelopment of the 176 Bloomfield Avenue property as per the Settlement Agreement dated November 25, 2025.

Figure 1: Redevelopment Plan Area Map



1.2 PURPOSE/VISION

The Redevelopment Plan sets forth standards for development and site improvements for the said property that is part of the designated Area in Need of Rehabilitation. The Redevelopment Plan is intended to revitalize the area by introducing new inclusionary multifamily development that will help diversify the housing types in the Township and address a portion of the Township's Fourth Round Affordable Housing Obligation. This round of affordable housing regulations encourages the conversion of underutilized or vacant properties into affordable housing opportunities in municipalities where land is limited. Verona Township is nearly fully built out in that there are very few parcels containing vacant and developable land. As such, this portion of the rehabilitation area (henceforth referred to as "Rehabilitation Area") is an appropriate location for multi-family residential development that will provide affordable housing.

The Rehabilitation Area is proximate to an assortment of retail and commercial uses, and existing residential uses. These include multi-family residential to the south, single-family residential to the north and northeast, and commercial uses to the south and west, along Bloomfield Avenue. The site is also near the NJ Transit 29 bus route stops along Bloomfield Avenue and about a quarter mile or so from NJ Transit 11 bus route 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, reduces dependency on automobiles, and creates an increase in bus ridership.

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 includes 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:
6. The master plans of contiguous municipalities.
7. The master plan of the county in which the municipality is located.
8. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c.398 (C.52:18A-196 et al.).

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.).
14. 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.
15. 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 REHABILITATION SUMMARY

A presentation discussing the findings of the Area in Need of Rehabilitation Study Bloomfield Avenue Corridor (AINR Study) dated March 14, 2024, was heard by the Township Council and referred to the Planning Board. On April 16, 2024, the Planning Board recommended that the Study Area be delineated as an area in need of rehabilitation. The area was designated as an area in need of rehabilitation on May 6, 2024, by Resolution 24-075 pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A-12A-1 et. seq. (LRHL). The Area in Need of Rehabilitation designation forms the statutory basis for this Plan.

2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the eastern side of Verona, at the intersection of Bloomfield Avenue and Westview Road. Bloomfield Avenue, a roadway under Essex County's purview, traverses from Fairfield to Newark while Westview Road is a one-way road leading from Claremont Avenue towards Bloomfield Avenue. Bloomfield Avenue cuts through the heart of Verona and divides the Township into two sections. The Redevelopment Area is serviced by the NJ Transit 29 bus route, which runs from Essex Mall in West Caldwell to Newark Penn Station, as shown in **Figure 2**. Additionally, the Rehabilitation Area is about 0.3 miles from the NJ Transit #11 bus stops that are located along Pompton Avenue. The NJ Transit #11 bus runs between Willowbrook Mall in Wayne Township and the City of Newark. 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: Redevelopment Plan Area Existing Public Transportation Map



The Redevelopment Area is bounded by Bloomfield Avenue to the south and Westview Road to the west. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district - the Township's Extended Town Center ("ETC") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding land uses include single-family residential to the north, multi-family residential and commercial uses to the south, commercial uses to the east, and Everett Field to the

west. The properties immediately to the north and west are in the R-60 single family district, to the east and south are in the ETC- Extended Town Center Zone District, and Everett Park is zoned P-Public.

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: Redevelopment Plan Area Zoning Map

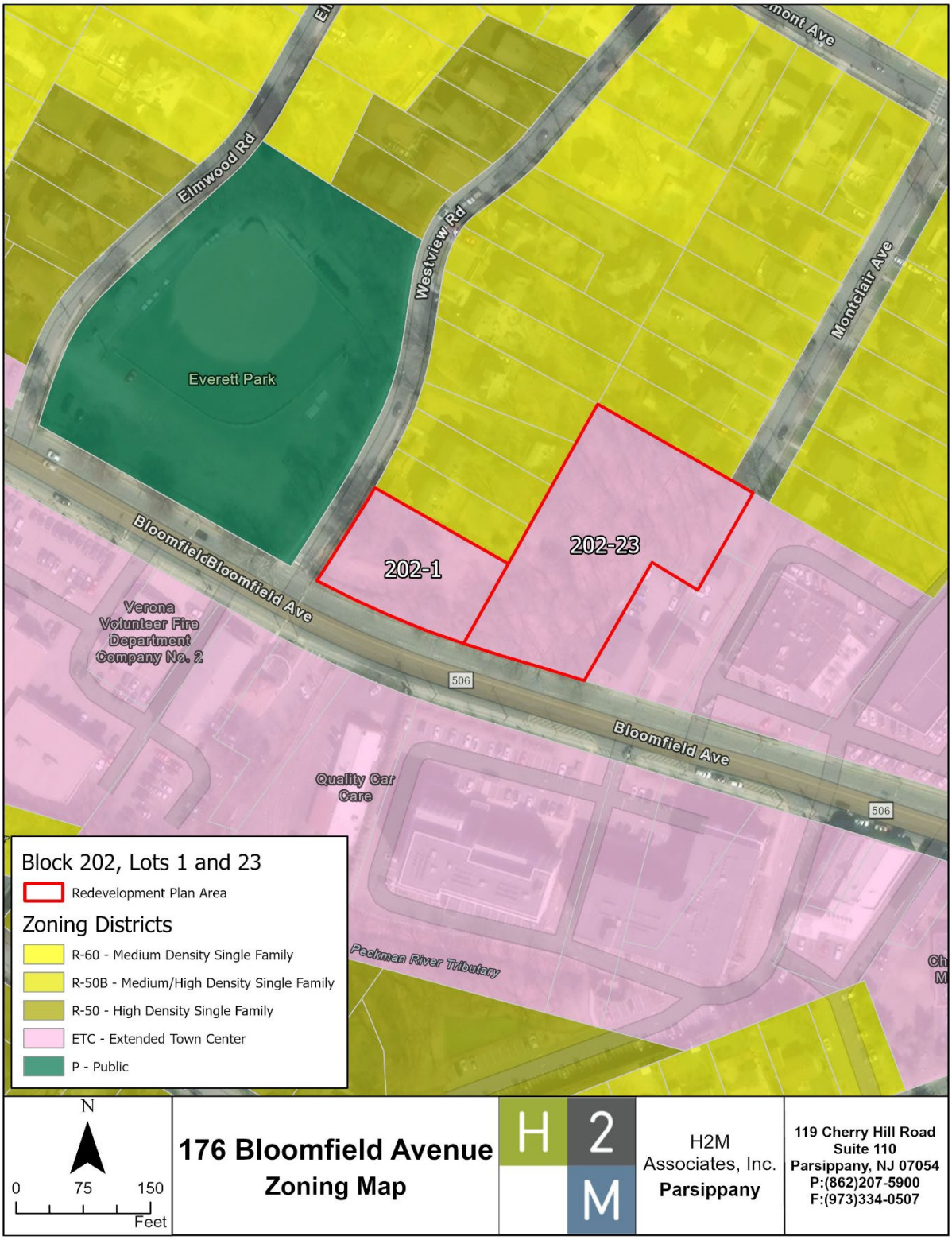
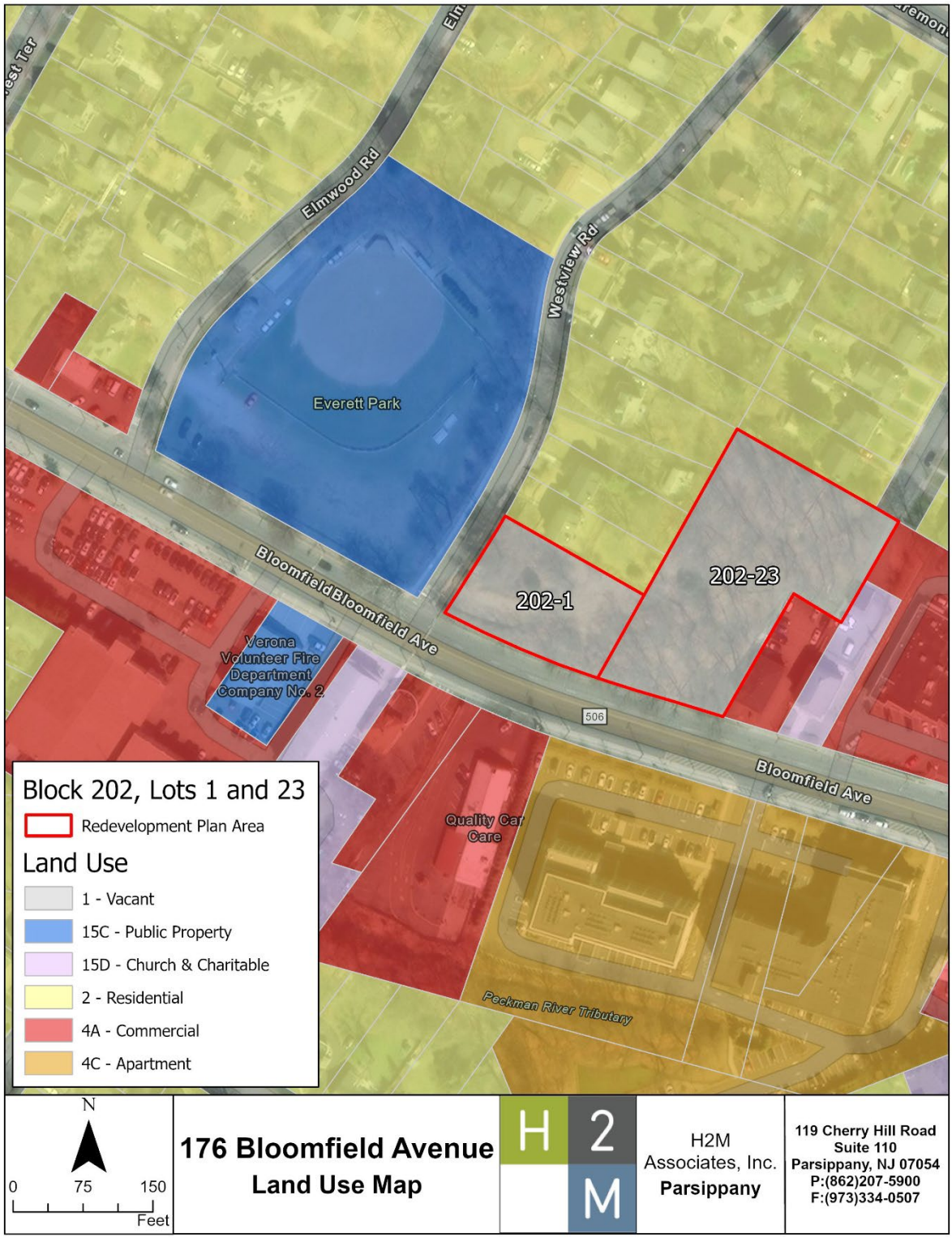


Figure 4: Redevelopment Plan Area Land Use Map



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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing Verona's Bloomfield Avenue corridor. 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 address 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 relevant to the Redevelopment Plan are listed below:

Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5b:	"Consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Land Use Goal #9:	"Continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households."

2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township, as a condition of the Settlement Agreement, has prepared a redevelopment plan for lots located at 176-200 Bloomfield Avenue (Block 202, Lots 1 and 23). The goal of this redevelopment plan is to transform this area to provide diversity of housing types, while maintaining the existing character of the surrounding residential and commercial areas. The Redevelopment Plan helps to achieve the Township's goals by providing affordable housing that is proximate to public transportation and existing commercial and retail businesses.

The objectives for this Redevelopment Plan are to:

1. 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.
2. Provide a range of market rate and affordable housing options that meet the current and future needs of Township residents.
3. Encourage walkability and public transit use and minimize vehicular dependency.

2.5 RELATIONSHIP TO ZONING ORDINANCE

This Redevelopment Plan shall supersede the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance shall 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 USE AND BULK REGULATIONS

This redevelopment plan is being created to implement a settlement between the Planning Board, Township of Verona, and DMH2, LLC, in which the settlement agreement includes as a necessary condition the adoption of a redevelopment plan to allow for inclusionary development.

3.1 LAND USES

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. Multi-family inclusionary apartments (28 units) with a 15% UHAC compliant affordable housing set-aside (rounded down to four units as per the Settlement Agreement).
2. Accessory Uses and Structures:
    a. Leasing, management, maintenance, and related offices.
    b. Interior and exterior amenity spaces, including community space, mailrooms, and recreation/gathering areas.
    c. Fencing.
    d. Landscape and site furnishing (seating, bicycle racks, etc.).
    e. All other accessory structures which are customary and incidental to the operation of a multi-family apartment building.

3.2 AREA, YARD, AND BULK REGULATIONS

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

Bulk Standards	Requirements
Min. Lot Area	65,000 square feet
Max. Number of Units	28 dwelling units
Total Affordable Set-aside	4 units
Max. Building Height	35 feet exclusive of parapets and rooftop appurtenances, including amenities, utilities, elevator overruns, and stair access.
Maximum Stories	3**
Min. Rear Yard Setback	80 ft
Min. Side Yard Setback	10 ft
Min. Rear Setback above Second Floor building line	40 ft**
Max. Building Coverage	25%
Max. Impervious coverage (%)	55%
Min. Parking Setback	12 ft
As seen in Image 3, the third story shall be setback from the second story away from the residential properties.	

Setbacks may include structures such as fences, retaining walls, utilities, stormwater drainage facilities, and other accessory structures.

3.6 PARKING AND LOADING

1. A minimum of 36 spaces must be provided on-site, with proof of available permit parking from the Town or other off-site parking arrangements as memorialized in a parking agreement at the time of review by the Planning Board. Total number of spaces available should reflect a parking ratio of 1.8 spaces/unit. Space dimensions, and design of drive aisles, shall all conform with the Residential Site Improvement Standards, N.J.A.C. 5:21 ("RSIS"), and the developer may provide up to 10% of all spaces as compact.
2. At least one parking space shall be allocated on-site to the occupants of any deed-restricted unit.
3. No off-street loading spaces pursuant to Section 150-12.5 shall be required.

(2) Shrubs and street trees shall be required to provide a reasonable screening for any vehicles parked on the Property from Bloomfield Avenue and Westview Road. Wherever practical, a landscaping buffer shall be provided along the boundary of the property and may incorporate retaining walls. Any proposed plant material should be deer tolerant and consist of principally native species.

4.0 BUILDING AND SITE DESIGN

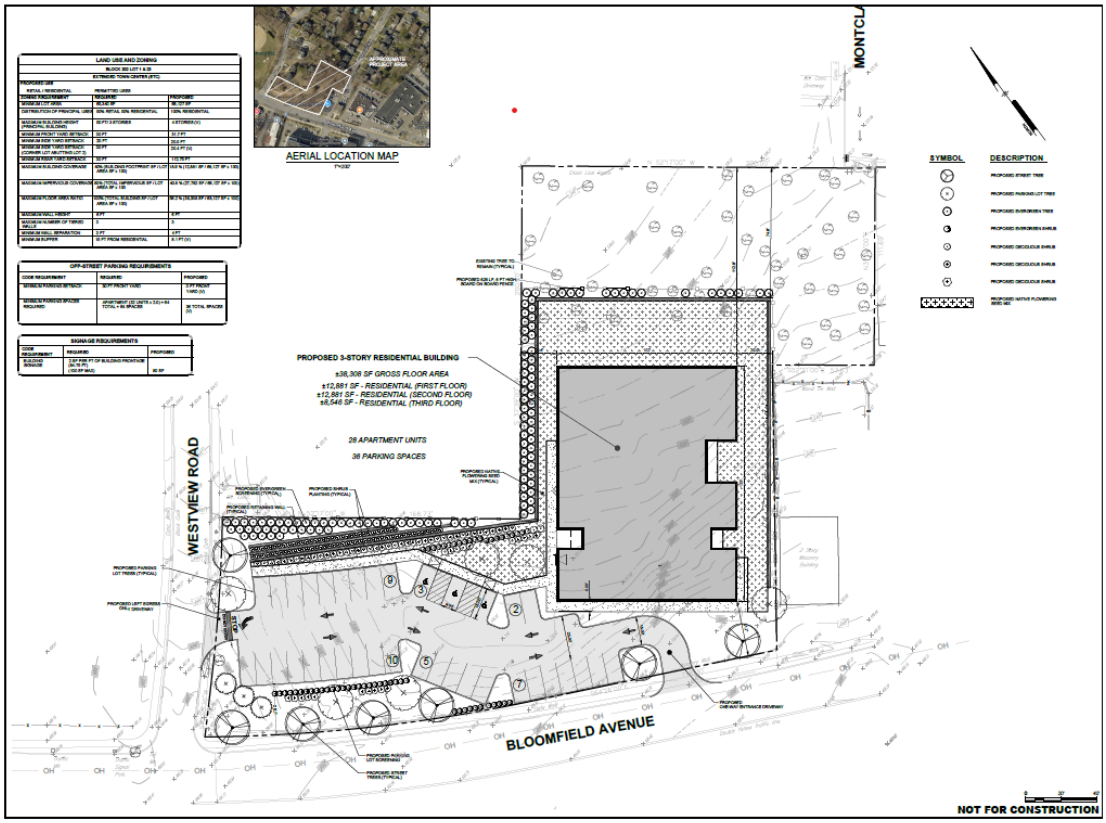


Image 1: Proposed Concept Plan

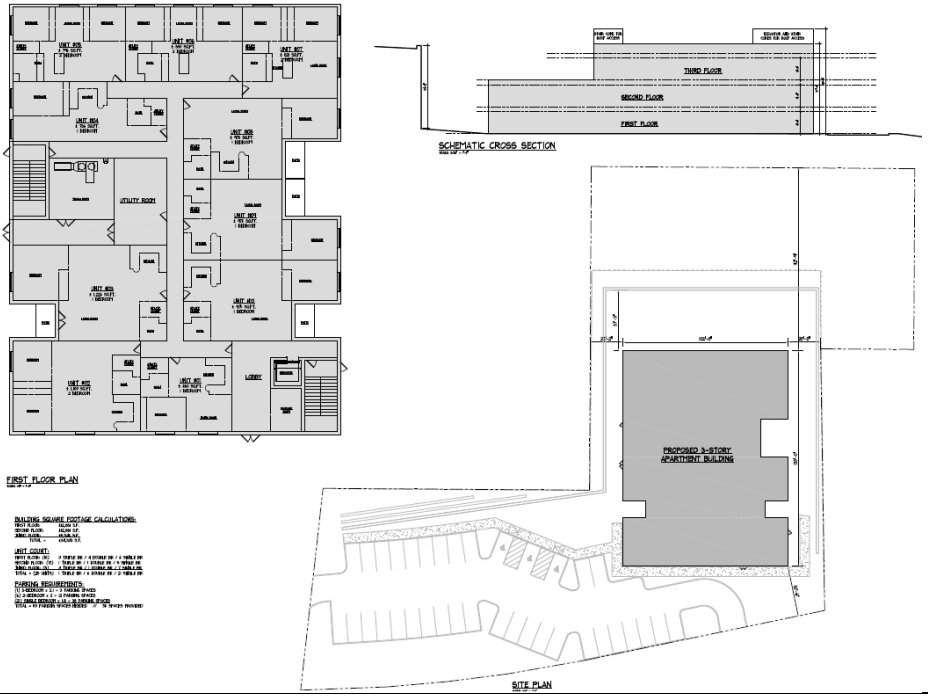


Image 2: First Floor Plan



Image 3: Second, third, and roof deck plan

4.1 BUILDING AND UNIT DESIGN

1. Dwelling unit size: Pursuant to the UHAC regulations, NJAC 5:80-26.5(b)(2)(viii), restricted units, in developments comprising of market rate and restricted rental units, must be of at least the same size as the most common market-rate unit(s) of the same type and bedroom count within the same development, but under no circumstances shall any restricted unit or bedroom be less than 90 percent of the minimum size prescribed by the applicable municipal code or Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever prescribes the greater minimum size.
2. The number of bedrooms shall comply with NJAC 5:80-26.4.
3. Restricted units shall comply with pertinent UHAC regulations pursuant to NJAC 5:80-1 et. seq. and affordable Housing is required as per the adopted Housing Element and Fair Share Plan.

4.2 ARCHITECTURE AND RESIDENTIAL STANDARDS

1. **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.

2. **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.

3. **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.

4. **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.

5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.

6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.

4.3 BUILDING MATERIALS

1. Building materials. Stone, masonry, brick, and wood or aluminum framed glass, are preferred primary materials for the base of façades. Stone, masonry, brick, wood, fiber-cement, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials for the middle and top of façades. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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.

4.4 FAÇADES

1. The building shall provide scale-defining architectural elements or details, such as windows, spandrels, awnings, porticos, pediments, cornices, pilasters, columns and balconies. See below images for design.



Image 4: View from Bloomfield Avenue looking towards the south



Image 4: View looking towards the easterly property line

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 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. 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

5. There shall be no blank facades along any side, especially the sides that are visible from the street.
6. Fenestration:
    a. Upper floor windows shall be vertically proportioned and be vertically aligned with the location of windows and doors on the ground floor below.
    b. Fenestration patterns should utilize large window openings and/or tight groupings of smaller windows.
    c. Window sizing and spacing shall be consistent with and complementary to the overall façade composition.
    d. Window types shall be consistent with the building elements.

4.5 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.
4. Terraced roofs shall provide screening where in the sightline of residential uses. Terraced roofs which are accessible to residents shall encourage the safety and well-being of residents.
5. Surfaces of flat roofs must be painted white or constructed with light colored roofing materials.

4.6 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 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.
5. Any parapet wall to screen mechanicals shall not be counted towards the building height calculation.

4.7 TRASH/TRASH ENCLOSURES/RECYCLING

1. All trash enclosures shall follow all regulations set forth by Section 446-9 of the municipal code.
2. All 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.

3. 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.
4. Collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
5. 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.
6. 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.
7. 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 the Township's approval. Such a management plan shall be submitted with an application for final site plan approval.
8. 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.
9. Trash and recycling collection shall be through a private service to be paid by residents and not by the general revenue or tax collections of Township of Verona. A recycling and trash pickup plan shall be submitted. The owner shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, with such removal to be made at regularly scheduled intervals, not less than once a week. The owner shall be provided with credit in accordance with the law.
10. All bulk containers used dwelling units 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.

4.8 UTILITIES

All new utility distribution lines and utility service connections from such lines to any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility

provider. 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.

4.9 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.

4.10 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.
    c. Provide landscaping in the required eight (8) foot front yard setback and in the required 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.

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 in all dwelling units 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.
4. Fences
   a. Fences may be no more than six (6') feet in height and shall be board on board. Any 6-foot fence must be in the side and rear yards.
5. A Deed Restriction, as per the Settlement Agreement, for the northern portion of the rehabilitation area (between the northernmost property line and the retaining wall) which shall prohibit any development of structures other than fencing or landscaping improvements within that portion of the property barring the construction of future structures, following the restoration and reforestation of that portion of the Property at the close of construction.

4.11 EXEMPTIONS

As per the Settlement Agreement the development, the Plan shall be exempt from the following:

1. The Township's steep slope ordinance permitting requirements contained in Chapter 150, Article 23, but must comply with all other Township, County, State and Federal Ordinances, Rules and Regulations including but not limited to, the Township's tree removal, soil removal and stormwater regulation requirements.
2. The Project shall be exempt from any and all changes in the Township's ordinances that happen from the date of the Settlement Agreement is executed up to twelve (12) months after the date of the Redevelopment Plan is adopted, that may negatively affect, impact or interfere with the financial feasibility for the development of the Project, other than general legislation applied uniformly throughout the Township. After the 12-month period, all Township ordinances shall be applicable and enforceable as though the Settlement Agreement did not exist.

5.0 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.

5.1 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 #5b** aims to "consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods " applies to Township's efforts to utilize redevelopment to diversify housing stock 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 an attractive, multi-family housing that will meet a portion of the Township's affordable housing obligation.

Goal #9 of the **Land Use Element** of the **2022 Master Plan,** "continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households " is a guiding goal for the Redevelopment Plan which will provide credits to address the Township's Fourth Round Affordable Housing obligation.

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.

2025 State Development and Redevelopment Plan (SDRP)

The SDRP was adopted on December 17, 2025. This Plan has identified 10 aspirational goals to achieve the 2050 vision for a stronger and fairer New Jersey. The entire Redevelopment Area is within the PA-1 Metropolitan Planning Area. Two of the SDRP's intents for the PA-1 area is to provide for much of the state's future growth in compact development and redevelopment, and promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms. The SDRP encourages new development in existing developed areas and encourages preservation in areas not suited for development.

6.0 IMPLEMENTATION

6.1 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)).

6.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

6.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.
2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

6.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

6.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

6.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and

dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51. Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

6.7 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 public health, safety or general welfare.

6.8 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.

6.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

6.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

6.11 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.

7.0 APPENDICES

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE #2026-04

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 ~~*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 and deleting the following definitions.

§ 150-2.3 Definitions.

~~*AMUSEMENT MACHINE, OTHER*~~

~~*Any automatic or mechanical machine or device or entertainment or music vending machine, except an amusement game machine, which is or are operated or set in motion by the deposit therein of any coin or coins, tokens or slugs or the like thereof purchased for cash.*~~

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.

BREWPUB

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

COMMERCIAL ENTERTAINMENT

The rendering of entertainment, as opposed to products or services, to the general public. Commercial entertainment includes uses such as theaters and auditoriums, and indoor amusement/entertainment facilities such as a virtual gaming, bowling alley, an ice-skating rink, escape rooms, indoor rock-climbing gyms, and indoor tennis or pickleball courts. Commercial entertainment shall not include event space, dance halls or night clubs.

CRAFT DISTILLERY

A distillery operating with a craft distillery license as defined and regulated within N.J.S.A. 33:1-10.

EVENT SPACE

A commercial venue available for rent or that may be otherwise retained for the exclusive purpose of hosting a planned activity scheduled to occur at a specific time, such as a wedding, birthday party or business conference. Alternatively, a venue that may be rented to a private group or individual to conduct an event, where the purpose of the event is unrelated to the approved use of the host venue and is therefore not accessory to the underlying principal use, is required to obtain secondary use approval as an event space and shall meet the requirements of both an event space and any of the underlying principal uses. Excluded from this use are locations where there is an approved full-time principal use where an event may be hosted that is accessory to the principal use, such as a book-signing event at a bookstore or a private dinner party at a restaurant.

GHOST KITCHEN OR VIRTUAL KITCHEN

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

MED SPA

A facility that provides cosmetic services such as infusion therapy, skin laser rejuvenation, laser hair removal, Botox and dermal filler, microneedling, weight loss, etc. Such facilities operate under the oversight of a licensed physician, deliver services through skilled and certified practitioners, and ensure appropriate supervision by a qualified healthcare professional. A Med Spa is not a Medical Office.

~~***MEDICAL BUILDING***~~

~~*A building that contains establishments dispensing health services, including same-day treatment, but not including any building that houses patients overnight.*~~

MEDICAL OFFICE

A building or portion of a building principally engaged in providing services for health maintenance, diagnosis and treatment of human diseases, pain or other physical or

mental condition of patients solely on an outpatient basis. No patients shall be kept overnight on the premises. Examples of medical offices shall include but not be limited to general physicians, dentists, physical therapy, chiropractors, optometrists or ophthalmologists, psychologists, cardiologists and other various specialties, but shall not include medical clinics, urgent care centers, outpatient surgical centers (ambulatory surgery center), retail care clinics or behavioral health care facilities.

OFFICE, PROFESSIONAL

Any office used for such services as are provided by ~~*medical practitioners,*~~ lawyers, architects, engineers and similar professions.

MICROBREWERY

An establishment required to be licensed as a microbrewery as defined and regulated within N.J.S.A. 33:1-10. Microbreweries shall provide a sampling room and retail sales area. Microbreweries are prohibited from selling food or operating a restaurant in or outside the building in which it is operating. Despite the foregoing, pretzels, potato chips, nuts or similar prepared snack foods may be provided to patrons without charge. Microbreweries shall be permitted only as a principal use and shall not be permitted as an accessory use.

NIGHTCLUB

An establishment in which music, dancing, and/or live entertainment is conducted and which may also dispense liquor and/or food.

~~*POOL HALL or BILLIARD HALL — A structure containing more than two pool tables or billiard tables available for use by the public in the same place, location or premises other than structures that contain establishments that sell or display for sale pool tables or billiard tables.*~~

RETAIL SALES ESTABLISHMENT

An establishment wherein goods, merchandise, produce, commodities, or similar articles are offered for sale or sold to the general public for their own use or for consumption.

~~*RETAIL SERVICE ESTABLISHMENT — A store that sells services such as drugstores, opticians, travel agencies, real estate offices, jewelry repair, photographic studios and dry cleaners, shoe repair facilities, tailors, seamstresses.*~~

RETAIL SERVICES

The rendering of services, as opposed to products, to the general public. Retail services, including but not limited to, recreation services and facilities, photography studio, studios for the instruction of the arts, including art studios, dance studios, gymnastics, or martial arts, museums, and art galleries. This shall include services provided by

financial institutions, travel agencies, real estate offices, jewelry repair, photographers, dry cleaners, shoemakers, and tailors and seamstresses.

~~*RETAIL STORE — A store where goods are sold directly to the consumer for personal or household use, with or without incidental processing on the premises, including any establishment which requires a club membership or fee payment to permit entry to the establishment for the sale of goods or services whether or not the words "wholesale or warehouse" appear in the name of the establishment.*~~

~~*VIDEO GAME ARCADE — An establishment that as its primary use contains a collection of video games that can be played by a customer for a fee.*~~

SHARED KITCHEN, SHARED WOODSHOP, OR SHARED TEXTILE SPACE
Shared commercial kitchen, woodshop, textile, or production spaces that provide access to space and tools to local small producers for a fee or with a sublease. These spaces shall be focused on tools within one industry, such as a health-inspected, commercial kitchen for food production that a small business can rent by the hour or a well-outfitted woodshop accessed by a set of subtenants who share the tools.

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. Purpose and Intent

The Town Center (TC) Zone is intended to reinforce Verona's traditional downtown as a compact, pedestrian-oriented commercial district supporting neighborhood-scale retail, services, dining, offices, and mixed-use development. The TC Zone is specifically intended to: promote active street-level commercial uses; encourage mixed-use buildings with residential or office uses above the ground floor; discourage uses that generate high-volume, episodic attendance or simultaneous arrival and departure of large groups; limit reliance on off-site public or municipal parking to satisfy zoning requirements; and protect adjacent residential neighborhoods from incompatible traffic, noise, and operational impacts.

B. ~~*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) **Personal services,**

(2) ~~*(1)*~~ Retail stores **sales,** and retail service**s** establishments, including stores or shops or retail **where the** business **is** conducted entirely within the confines of a building.

(3) ~~*(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*~~. **Full-service restaurants, cafés, bakeries, and similar food service establishments, snack and non-alcoholic beverage bars, and confectionary and nut stores.**

(4) ~~*(3)*~~ Banks and other financial institutions, but not including drive in uses.

~~*(4) Theatrical and motion picture theaters.*~~

(5) ~~*(5) Family day-care centers.*~~ **Day Care Facilities**

(6) ~~*(6) Personal service establishments*~~. **Coworking space.**

(7) **Brewpubs and microbreweries in compliance with state licensing requirements.**

(8) **Artisanal Workshop**

(9) **Shared Kitchen shared workshops, and shared textile spaces subject to applicable square-footage and operational limits.**

(10) **Art galleries, studios, and instructional spaces with incidental assembly only.**

(11) **Med Spa.**

(12) **Commercial recreation facility.**

Nothing contained herein shall prohibit two or more principal uses on a singular site in the TC Zone, provided the principal uses have their own distinct space and are separated from the other principal use(s) by interior walls and have separate entrances either to a common area or to the exterior.

C. ~~*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) Outdoor restaurant seating in accordance with § 150-7.23.

(3) Sidewalk café in accordance with § 150-7.22.

D. ~~*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) Maximum Front Yard Setback: 10 feet.

(5) ~~*(4)*~~ Minimum side yard setback (one): zero feet.

(6) ~~*(5)*~~ Minimum side yard setbacks (both): zero feet.

(7) ~~*(6)*~~ Minimum side yard setbacks (both) percentage of lot width: N/A.

(8) ~~*(7)*~~ Minimum rear yard setback: 20 feet.

(9) ~~*(8)*~~ Maximum height for principal building (stories/feet): 3/50.

(10) ~~*(9)*~~ Maximum height for accessory structures: 15 feet.

(11) ~~*(10)*~~ Maximum building coverage: 80%.

(12) ~~*(11)*~~ Maximum improved lot coverage: 100%.

(13) ~~*(12)*~~ Minimum landscaped buffer along residential zone: 15 feet.

(14) Maximum allowable residential density is as follows:

Maximum Lot Area	**Maximum Density (residential units per acre)**
40,000 square feet and greater	**20**
25,000 square feet – 39,999 square feet	**18**
20,000 square feet – 24,999 square feet	**16**
10,000 square feet – 19,999 square feet	**11**

E. ~~*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*~~. **the following conditions:**

(1) ~~*Mixed residential and retail subject to the mixed-use standards set forth in §150-8.3.*~~ **Mixed-Uses are permitted with the following conditions and subject to site plan review when required:**

(a) Residential units are not permitted on the first floor of any building when mixed with retail or office use.

(b) Office/retail. Office space is not permitted on the first floor of any building when mixed with a retail use or a commercial use.

(c) A dense landscape buffer of not less than 15 feet shall be reserved between the mixed uses and any adjoining residential uses.

~~*(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.*~~

(2) ~~*(4)*~~ Massage parlors subject to the conditional standards set forth in § 150-8.11.

(3) Distilleries, and microbreweries subject to the conditional standards set forth in § 150-8.13.

(4) Commercial Entertainment as per the requirements set forth in § 150-8.14.

F. Prohibited Uses

The following uses are expressly prohibited in the TC Zone District:

(1) **Event venues, banquet halls, party halls, or similar assembly uses;**

(2) **Houses of worship, prayer halls, or religious assembly uses;**

(3) **Nightclubs and dance halls;**

(4) **Any use primarily characterized by assembly-based or episodic gatherings;**

(5) **Warehousing, storage, or distribution facilities;**

(6) **Drive-through facilities;**

(7) **Any use requiring regular reliance on municipal or public parking lots to meet minimum parking requirements.**

G. Parking Regulations

(1) Off-street parking shall be provided in accordance with § 150-12.

(2) Municipal or public parking lots shall not be used to satisfy minimum parking requirements for any use requiring variance relief.

(3) Shared parking arrangements may be permitted only where supported by a professional parking analysis demonstrating non-overlapping peak demand.

H. Operational Standards

(1) No outdoor amplification, broadcast sound, or exterior speakers shall be permitted.

(2) Uses generating repetitive late-night or early-morning activity shall be deemed incompatible with the TC Zone.

(3) Any use not expressly listed as a permitted or conditional use shall be deemed prohibited unless relief is granted pursuant to N.J.S.A. 40:55D-70(d)(1).

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

§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, **except for those in the TC Zone District:**

(1) Mixed uses shall have an even distribution between principal uses within each building(s).

(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.

§150-8.13 Microbreweries and Craft Distilleries

A. **Strict compliance with N. J. S.A. 33: 1- 10 and shall provide a sampling room and retail sales area where product shall be sold to consumers and where samples shall be offered.**
B. **Shall not sell food or operate a restaurant on the licensed premises, including in any outdoor facility. However, pretzels, potato chips, nuts, or similar prepared snack foods are not prohibited from being provided without charge.**
C. **Shall be permitted as a principal use only and shall not be permitted as an accessory use.**

§150-8.14 Commercial Entertainment

A. **The property shall have frontage on Bloomfield Avenue.**
B. **Off-street parking shall be located to the rear or side of the property.**
C. **For indoor commercial entertainment facilities, the minimum lot size shall be at least 5,000 square feet.**

SECTION 4. Repealer

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. Severability

If any section, subsection, or provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 6. Effective Date

This Ordinance shall take effect upon final adoption and publication as provided by law.

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 FEBRUARY 27, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 9, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-05

ADOPTING THE REDEVELOPMENT PLAN FOR
420 BLOOMFIELD AVENUE REDEVELOPMENT AREA (BLOCK 701, LOT 3)

WHEREAS, on May 6, 2024, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2024-075 declaring the entirety of Bloomfield Avenue Corridor, which includes the above referenced property, as an Area in Need of Rehabilitation; and

WHEREAS, on February 9, 2026, the Township Council adopted Resolution 2026-028 declaring the above referenced block and lot as a non-condemnation area in need of redevelopment (the "420 Bloomfield Avenue Redevelopment Area"); and

WHEREAS, N.J.S.A. 40A:12A-7 provides for a procedure for the adoption of a redevelopment plan for all or a portion of a duly designated redevelopment area; and

WHEREAS, Block 701, Lot 3 in the Township (the "Property") are located within the 420 Bloomfield Avenue Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-7a provides that "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, …"; and sets forth statutory requirements for the contents of a Redevelopment Plan; and

WHEREAS, the Township Council directed its planning consultant, H2M engineers and architects (the "Professional Planner") to prepare a draft redevelopment plan concerning the 420 Bloomfield Avenue Redevelopment Area; and

WHEREAS, the Township Council is desirous of enacting a redevelopment plan to guide the future use, development and redevelopment of Block 701, Lot 3, heretofore designated as an area in need of redevelopment with provisions to enable the construction of a mixed-use building with affordable housing.

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

SECTION 1. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A and by the reference made a part hereof is hereby approved and adopted pursuant to N.J.S.A. 40A-12A-1 et. seq.

SECTION 2. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 FEBRUARY 27, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026 *Referred to Planning Board for consistency review*
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:



Township of Verona 420 Bloomfield Ave

Redevelopment Plan

Date: February 16, 2026

Prepared by:

Redevelopment Plan
For The 420 Bloomfield Avenue Redevelopment Area

Verona Planning Board

Christopher Tamburro, Mayor

Jessica Pearson, Chairperson

Jason Hyndman, Vice Chairperson

Kevin O'Sullivan

Jesse Lilley

David Freschi

Tim Camuti

Julie Parker

Jim Day –Alt. #1

Dylan Margarell – Alt. #2

Greg Mascera, Esq., Planning Board Attorney

Mr. Peter Ten Kate, Township Engineer

Dolores Carpinelli, Planning Board Secretary

Kathleen Miesch, Zoning Official

Verona Township Council

Christopher Tamburro, Mayor

Jack McEvoy, Deputy Mayor

Alex Roman, Councilman

Christine McGrath, Councilwoman

Cynthia Holland, Councilwoman

Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager

Consultants:

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

Adopted by Verona Township Council:

_____, 2026

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for 420 Bloomfield Avenue Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan")**.** The Bloomfield Avenue Redevelopment Area comprises of one lot, which is approximately 0.995 acres. This property is identified as Block 701, Lot 3 (420 Bloomfield Avenue) with frontages along Bloomfield Avenue and Claremont Avenue. The property is developed with one principal structure, a one-story flat roofed, commercial building with an asphalt parking lot to the rear of the property, along Claremont Avenue. The southwesterly side of the building, fronting Bloomfield Avenue, maintains a zero-foot setback, along the westbound side of Bloomfield Avenue. Immediately to the east/southeast of the building is a landscaped patio leading to a brick-paver drive aisle. The drive-aisle provides ingress and egress to the site from Bloomfield Avenue. The main entrance to the building is also along the southeasterly side of the building, facing the brick-paver drive aisle. The main entrance is sheltered by an attached, one-story canopy with a gable roof. Traversing in the northerly direction, just past the canopy, the brick-paver drive aisle transitions into an asphalt parking lot that spans the entire Claremont Avenue frontage. This parking lot is divided into two sections by the main building, which juts into the parking lot. Both sections of the parking lot are connected by an approximately 12- to 15-foot drive aisle.

The interior of the building has a complex configuration. Although the building is only one (1) story, the site slopes downwards from the east to the west. As a result, the building's ground floor (exclusive of the basement) is partially below grade. The main entrance, on the southeasterly side of the building, is directed away from Bloomfield Avenue and leads to a foyer which is slightly below grade and is accessed by steps. From the foyer, there is access to five event spaces including three ballrooms, a lounge, and a chapel—all of which are located on the ground floor but at staggered levels. On the upper floor, above the main entrance and foyer, is an administrative office space. There are two kitchens in the building, a main service kitchen on the ground floor and Kosher kitchen down a flight of stairs from the main kitchen. The basement is an expansive series of storage rooms and hallways used primarily to store old catering materials. Additionally, the basement contains service hallways that lead outdoors and to the ballrooms and kitchens on the upper floors.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 701, Lot 3, as seen in **Figure 1**. Additionally, this property is designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2026-028, 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 420 Bloomfield Avenue Redevelopment Area ("Redevelopment Area").

Figure 1: 420 Bloomfield Redevelopment Area Map



1.2 PURPOSE/VISION

The 420 Bloomfield Avenue Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The 420 Bloomfield Avenue Redevelopment Plan ("Redevelopment Plan") is intended to incentivize property owners to improve their buildings, to create a more vibrant environment for both residents and visitors, and 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 several 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 proximate to an assortment of retail and commercial uses, and existing residential uses. To west of the Redevelopment Area are commercial and retail uses. To the north of the Redevelopment Area, along Claremont Avenue, are multi-family condominiums and a parking lot which is owned and used by Richfield Regency. To the south of Redevelopment Area, along Bloomfield Avenue, are multi-family apartments buildings and condominiums. The Redevelopment Area is less than half mile away from the NJ Transit 29 and 105 bus stops, which are located on both sides of Bloomfield Avenue. Both the NJ Transit 29 and 105 bus runs between West Caldwell – Essex Mall, makes stops in Verona, and travels to New York City. 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 includes 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 December 15, 2025, the Township Council authorized the Planning Board to undertake a preliminary investigation to determine whether the property, identified in the Township's Tax Maps as Lot 3 on Block 701, 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 January 22, 2026, Verona Township's Planning Board held a public hearing on the findings of the preliminary investigation as set forth within the report entitled "420 Bloomfield Avenue 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 2025 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. The parcel is located within a walkable distance to bus stops and are in an area with existing water and sewer.

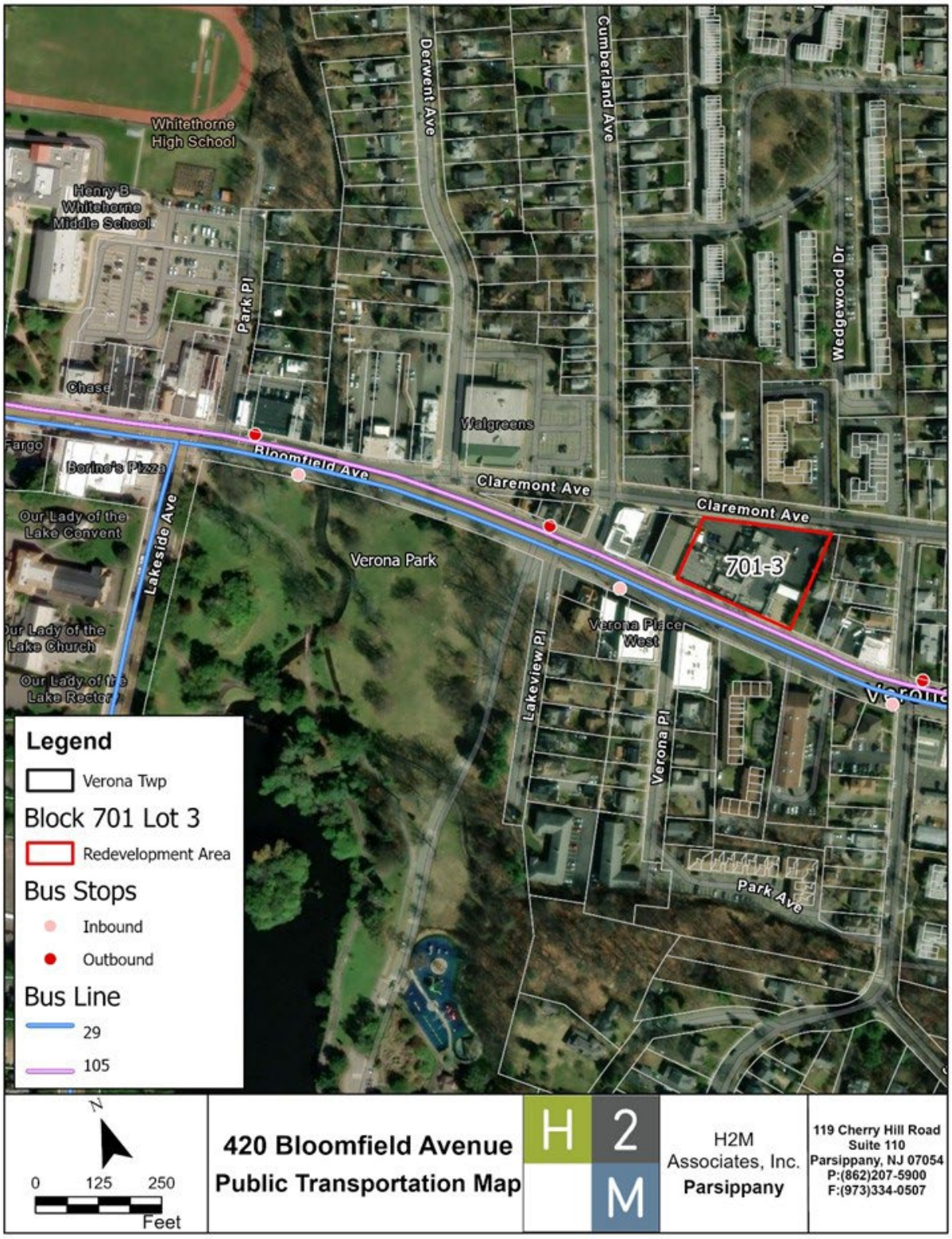
The Planning Board recommended that the Township Council designate the said parcels as an area in need of redevelopment. The Township Council accepted the Planning Board's recommendation and pursuant to Resolution No. 2026-028, included herein Appendix A, designated the area as an area in need of redevelopment on February 9, 2026.

2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the eastern side of Verona, with frontage along Bloomfield Avenue and Claremont Avenue and is located east of the intersection of Bloomfield Avenue and Cumberland Avenue. 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 and 105 bus routes, as shown in Figure 2. The NJ Transit 29 bus connects West Caldwell to New York City with 19 stops in Verona, 26 of which are on Bloomfield Avenue. Additionally, it takes less than 15 minutes to walk from the Redevelopment Area to the NJ Transit 105 bus stop at Bloomfield Avenue and Lakeside Avenue. Both the NJ Transit 29 and 105 bus runs between West Caldwell – Essex Mall, makes stops in Verona, and travels to New York City. 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.

The uses to the east of the Redevelopment Area include residential single-family dwellings and some commercial uses that front along Bloomfield Avenue. To the west of the Redevelopment Area, are commercial and retail uses. Across Claremont Avenue, to the northeast of the property, are condominiums and to the northwest of the property is a parking lot, which is owned and used by Richfield Regency. This parking lot is used to park cars for the events at Richfield Regency. To the south of the property, along Bloomfield Avenue, are multi-family apartments buildings and condominiums.

Figure 2: 420 Bloomfield Redevelopment Area Existing Public Transportation Map



The redevelopment area is bounded by Bloomfield Avenue to the south and Claremont to the north. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district - the Township's Town Center ("TC") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding uses include single-family and some commercial to the east and commercial uses to the west. The uses to the south, along Bloomfield Avenue, includes multifamily apartments and condominiums. The uses to the north, along Claremont Avenue, include condominiums, a parking lot used by Richfield Regency, and some commercial uses.

TC – Town Center

§150-17.14 Permitted uses.

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 service establishments, including stores or shops for retail business conducted entirely within the confines of a building.

Cafeteria.

2. Banks and other financial institutions, excluding drive in uses
3. Theatrical and motion-picture theaters
4. Family day-care centers
5. Personal service establishments

Permitted accessory uses. Any of the following accessory uses may be permitted in conjunction with a permitted principal use:

1. Accessory use customary 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.

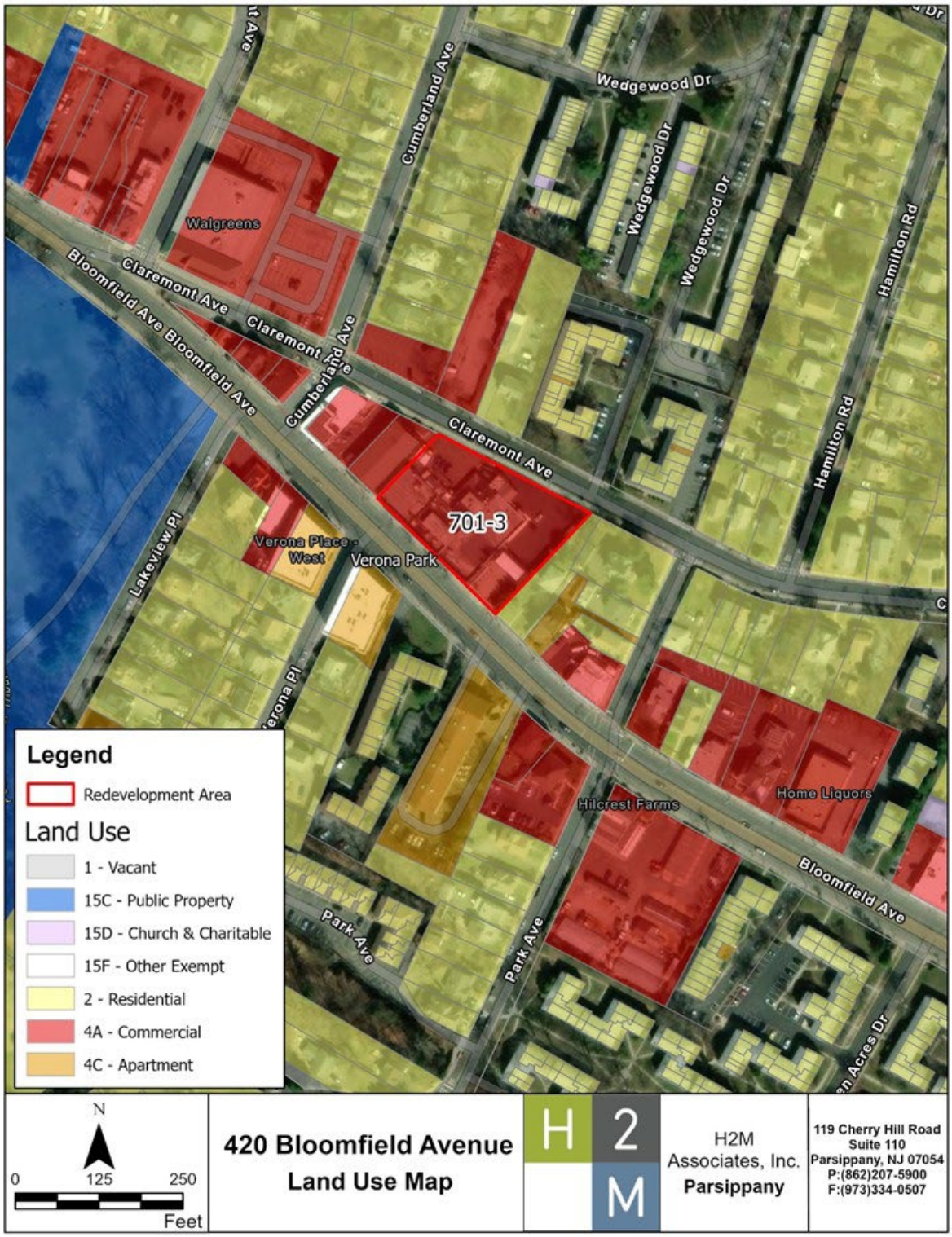
Conditional uses. The following conditional uses are permitted within the Town Center zone (TC) subject to area, yard and bulk regulations and other controls identified in the conditional uses regulations Chapter 150

1. Mixed residential and retail subject to the mixed-use standards set forth in § 150-8.3.
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.

Figure 3: 420 Bloomfield Avenue Redevelopment Area Zoning Map



Figure 4: 420 Bloomfield 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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing 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 address 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:

Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5c:	"Utilize redevelopment designations, where appropriate, to provide greater commercial and housing options."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Economic Development Goal #1	"Continue to ensure Bloomfield Avenue is a vibrant and attractive downtown."
Economic Development Objective #1c:	"Utilize incentives for infill development and redevelopment along Bloomfield Avenue commercial corridor."
Economic Development Objective #3:	"Maintain attractive and thriving business and commercial districts."

2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 420 Bloomfield Avenue (Block 701, Lot 3) 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

This Redevelopment Plan shall constitute an overlay to the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance shall 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

Any term or definition not addressed in this Redevelopment Plan shall rely on the term or definition set forth within the Zoning Code. In the event of a conflict or contradiction between the terms or definitions of this Redevelopment Plan and the Zoning Code, this Redevelopment Plan shall prevail.

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.

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.

Building Height

The vertical distance measured from the mean finished grade at the building line around the full perimeter of the building measured at 10-foot intervals to the building's highest point of a sloped roof. Building height limitations shall not apply to spires, belfries, parapets, towers designed exclusively for ornamental purposes, chimneys, flues, mechanical equipment, or elevator towers.

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.

Commercial Entertainment

The rendering of entertainment, as opposed to products or services, to the general public. Commercial entertainment includes, but is not limited to, theaters and auditoriums, and indoor amusement/entertainment facilities such as a virtual gaming, bowling alley, an ice-skating rink, pool and/or billiard rooms, escape rooms, indoor rock-climbing gyms, indoor tennis or pickleball courts. Commercial entertainment shall not include uses such as dance halls or night clubs.

Commercial Recreation

A recreation facility operated as a business and open to the public for a fee. A commercial recreational facility includes the following uses: health clubs, day spas, yoga studios, pilates studios, gyms, and fitness centers.

Dwelling Unit

One or more rooms, occupied or intended for occupancy as separate living quarters by one family or household, provided, that access is directly from the outside or through a common hall and that separate cooking, sleeping and sanitary facilities are provided for each dwelling for the exclusive use of the occupants thereof.

Fast-Casual Restaurant

Restaurants with a limited menu, limited service, or self-service format, whose food is made to order and is fresher and higher quality and has more complex flavors than Fast-Food Restaurants, and whose décor is more upscale, unique or highly developed.

Fast-Food Restaurant

Restaurants whose emphasis is on convenience and speed of service, that are generally part of a restaurant chain or franchise, and that provide a limited menu and minimum table or fast counter services, and whose meals are typically inexpensive and made from standardized ingredients that are partially or fully cooked in bulk in advance and kept hot and then finished and packaged to order.

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 another representative of the applicable student.

Med Spa

A facility that provides non-medical and medical cosmetic services such as infusion therapy, skin laser rejuvenation, laser hair removal, Botox and dermal filler, microneedling, medical weight loss, etc. Such facilities operate under the oversight of a licensed physician or independent practitioner, deliver services through skilled and certified practitioners, and ensure appropriate supervision by a qualified healthcare professional.

Mixed-Use Development

A development with a combination of residential and non-residential uses, with no residential dwelling unit on the first floor.

Personal Services

Establishments primarily engaged in providing nonmedical services involving the care of a person or his or her personal goods or apparel. Examples include salons, day spas, or hair salons.

Restaurant

An establishment where food and drink are preprepared, served and consumed, primarily within an enclosed building. A “restaurant” may include outdoor dining and may include pickup or delivery

services wherein food is prepared on the premises for off-premises consumption. Cafes, coffee shops, ice cream shops and Fast-Casual Restaurants shall be considered “Restaurants.”

Retail Sales

Establishments engaged in the selling or rental of goods or merchandise to the general public for personal or household consumption and in rendering services incidental to the sale of such goods. For the avoidance of doubt, “Retail Sales” shall include “Retail Nursery.”

Retail Services

Establishments selling services to the general public such as drug stores, travel agencies, real estate offices, jewelry repair, shoe repair, and tailors.

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 into 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 area that can be enjoyed by residents and visitors. The Redevelopment Area uses, and bulk regulations will supersede the use bulk regulations of the underlying TC Zone District, shown in **Figure 3**:

1. **Permitted Uses:**
   a. Dwelling Units above the ground floor
   b. Art Gallery
   c. Art Studio
   d. Artisanal Workshop
   e. Bistro
   f. Brewpub
   g. Cafes
   h. Commercial Recreation
   i. Learning Center
   j. Med Spa
   k. Personal Services
   l. Restaurants
   m. Retail Sales
   n. Retail Services

Nothing contained herein shall prohibit two or more principal uses in the Redevelopment Area, provided the principal uses have their own distinct space and are separated from the other principal use(s) by interior walls and have separate entrances either to a common area or to the exterior.

The non-residential uses on the first floor shall be for other patrons and not amenity spaces for the residents living in the residential portion of the development at 420 Bloomfield Avenue Redevelopment Area. Access to the non-residential uses shall be from the street right of way and not the building.

2. **Accessory Uses and Structures:**
   a. Off-street parking.
   b. Amenity space for use by the occupants of the dwelling units, including but not limited to lobbies, fitness centers, lounges, and storage spaces.
   c. Shared amenity spaces for use by occupants of the Dwelling Units.
   d. Sidewalk café in accordance with Section 150-7.22.
   e. Residential amenity for the enjoyment of the residents.
   f. Utility rooms.
   g. Refuse and recycling enclosures.
   h. Accessory uses and/or structures that are customarily incidental to any of the principal permitted uses set forth within this Redevelopment Plan.

4.2 BULK REGULATIONS

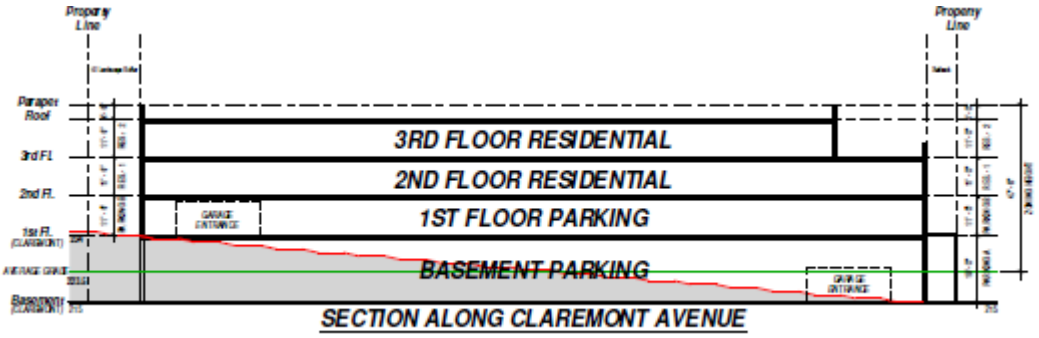
Development in the Redevelopment Area is subject to the requirements in the table below.

Bulk Standards	Requirements
Min. Lot Area	0.9 acres*
Maximum Number of Units	65 dwelling units
Min Lot Width	200 ft
Min. Front Yard Setback	0 ft
Min. Side Yard Setback (abutting nonresidential zone)	0 ft
Min. Side Yard Setback (abutting residential uses)	15 ft**
Rear Yard Setback	0 ft
Max. Building Coverage	90%
Max. Impervious coverage (%)	90%
Max Building Height (stories/feet)	4 stories/ 50 ft***

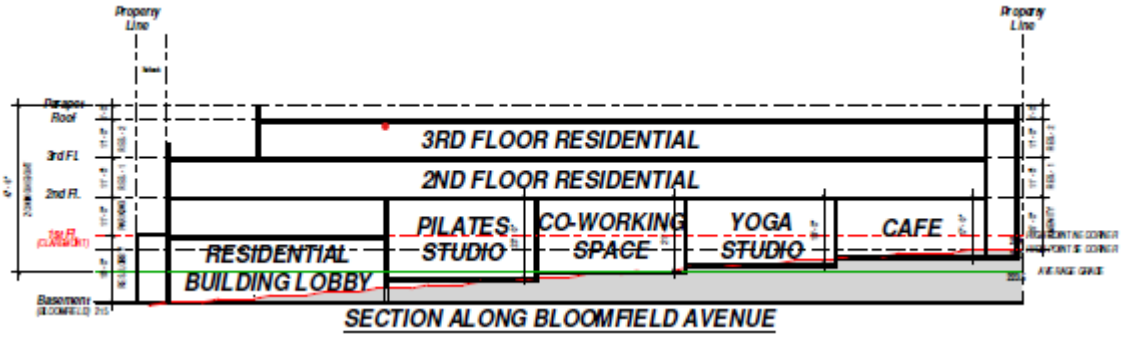
*The designated redevelopment area investigation and designation did not include the parking lot along Claremont Avenue (Block 1708, Lot 2), which will continue to be used for parking purposes. However, for lot area and density calculation, this Redevelopment Area Plan considers the total lot area to include both the lots (Block 701, Lot 3 and Block 1708, Lot 2) for a total of +/- 1.42 acres.

**This refers to the portion of the property line of the Redevelopment Area that abuts the residential building on Block 701, Lot 4.

****The total building height shall not exceed 50 feet. Four stories following the change in topography along Bloomfield Avenue from the westerly portion at a lower level than the easterly side of the property, with the fourth floor stepped back to reduce the impact of the massing along Bloomfield Avenue. Please see below images.



SECTION ALONG CLAREMONT AVENUE



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. In addition, fast-food restaurants shall not be permitted in the Redevelopment Area.

4.4 BUILDING AND UNIT DESIGN

1. Dwelling unit size: Pursuant to the UHAC regulations, NJAC 5:80-26.5(b)(2)(viii), restricted units, in developments comprising of market rate and restricted rental units, must be of at least the same size as the most common market-rate unit(s) of the same type and bedroom count within the same development, but under no circumstances shall any restricted unit or bedroom be less than 90 percent of the minimum size prescribed by the applicable municipal code or Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever prescribes the greater minimum size.
2. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances. The developer shall provide a minimum of ten (10) affordable housing credits within the project consistent with the projections contained in the approved Housing Element and Fair Share Plan contained in the Master Plan. Restricted units shall comply with the pertinent UHAC regulations pursuant to NJAC 5:80-1 et. seq.

4.5 DRIVEWAYS & CURBS

1. Driveway access to the site shall be provided from Claremont Avenue.
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 five 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 AND LOADING

1. Off-street parking may be located underneath a building, taking advantage of the natural contours or topography.
2. Adequate fire and emergency access must be provided subject to the Township of Verona Fire Department.
3. 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.
4. On-site parking shall not be used for any purpose other than parking. Adequate parking facilities for accessibility to people with mobility impairments shall be provided as required by the Americans with Disabilities Act (ADA).
5. Parking in the Redevelopment Area shall be required based on the following table.

Permitted Uses	Minimum Parking Requirements
Residential Apartments	**1.8 parking spaces per unit**
Non-residential uses*	**1 space per 250 square feet**
***Parking for non-residential uses shall be available to the general public and shall not be limited to use by residents.**	

   a. Out of the total number of parking spaces required, 10% of the total required parking spaces can be provided through on-site compact car parking spaces. Each compact parking space shall not be less than eight feet wide and 16 feet deep.

   b. 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. Each Make-Ready EV space shall count as two parking spaces for the purpose of complying with the minimum parking space requirements but shall not result in a reduction of more than 10% of the required off-street parking.

6. One loading space shall be provided to service the Redevelopment Area. The loading space may be located on-site or on-street subject to appropriate approvals.

4.7 ON-SITE PEDESTRIAN REQUIREMENTS

1. Walks, sidewalks and parking areas shall have lighting as required by Section 5.9 of this Redevelopment Plan.
2. 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).

3. A designated area within the Redevelopment Area shall be provided for e-bicycle and bicycle racks and storage for e-bicycles and bicycles.

4.8 SIGNAGE

Wall Signs. Defer to the wall signs standards set forth within Section 150-7.9 of the Zoning Code.

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 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.
2. **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.
3. **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.
4. **Type of Lighting Source.** Low-wattage lamps shall be used along all sidewalks, walkways, courtyards and plazas and on any building or unit.
5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.
6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.
7. Buildings with residential dwelling units 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 should be provided for each unit.

5.2 BUILDING MATERIALS

1. Building materials. Stone, masonry, brick, precast, and wood or aluminum framed glass, are preferred primary materials for the base of façades. Stone, masonry, brick, wood, fiber-cement, precast, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials for the middle and top of façades. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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 AND LANDSCAPING

1. A minimum 15-foot landscaped buffer is required along residential zones and uses, especially in the area abutting a single-family unit.
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.
3. Street trees are required 30 feet on center along Claremont Avenue redevelopment area frontage and to fill the gaps along Bloomfield Avenue redevelopment area frontage.

5.4 FAÇADES



View from Bloomfield Avenue looking towards the east.



View from Bloomfield Avenue looking towards the west.

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. The images above are an example of such a design and are for representation purposes.
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 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 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. Terraces should be provided to break the massing and monotony of the building and portions of the highest floor should be set back to minimize the impact along Bloomfield Avenue and Claremont Avenue and to maintain the character of the neighborhood. Such terraces must be provided with planting/planters to soften the space as seen in the image below. However,

this shall not be construed to mean that planters containing artificial plants/faux plants or faux greenery are permitted and that all plantings must be live.



5. In any mixed-use building, the difference between ground floor commercial uses and upper-level dwelling units 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.
6. Articulate the building entrance to the residential lobby in the façade to make it easily identifiable by pedestrians and motorists and to provide architectural interest.
7. 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.
8. There shall be no blank facades along any side, especially the sides that are visible from the street.
9. Fenestration:
    a. Nonresidential space fronting Bloomfield Avenue should be designed with storefront type display windows. 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 should 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.

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.
4. Surfaces of flat roofs must be painted white or constructed with light colored roofing materials.

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 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. Any 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 and refuse collection 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 set at least 15 feet or more from adjacent streets. The recommended method of screening refuse collection enclosures shall consist of walls and gates compatible in color and texture with the building material, buffered by a landscape strip on two sides that do not abut parking spaces. 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 refuse enclosures shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. 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. The owner or occupant of each non-residential establishment shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, such removal to be made at regularly scheduled intervals, not less than once a week.

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 and not by the general revenue or tax collections of Township of Verona. A recycling and trash pickup plan shall be submitted. The owner shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, with such removal to be made at regularly scheduled intervals, not less than once a week. The owner shall be provided with credit in accordance with the law.

11. All bulk containers used by non-residential establishments or dwelling units 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 any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility provider. 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 pertinent provisions of the Zoning Code.

5.11 SUSTAINABILITY

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

1. Landscaping
   a. Any trees slated for removal shall be replaced in accordance with Chapter 493, Article II.
   b. Provide landscaping in the required front, rear, and side yard setbacks to the extent practicable and in the required buffer areas.
   c. Use native species and species that are recommended in Chapter 150, Attachment 3, in the required landscape buffers.

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.

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 in all dwelling units 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 the 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.

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.

2025 State Development and Redevelopment Plan (SDRP).

The objectives of the 420 Bloomfield Avenue Redevelopment Plan are consistent with the goals, strategies and policies of the 2025 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 and enhance 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.

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)).

7.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

7.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.
2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

7.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

7.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

7.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the

Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

7.7 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 public health, safety or general welfare.

7.8 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.

7.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

7.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

7.11 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.

8.0 APPENDICES

APPENDIX A

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

RESOLUTION 2026-028 DESIGNATING CERTAIN PROPERTY KNOWN AS 420 BLOOMFIELD AVENUE (BLOCK 701, LOT 3) 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.

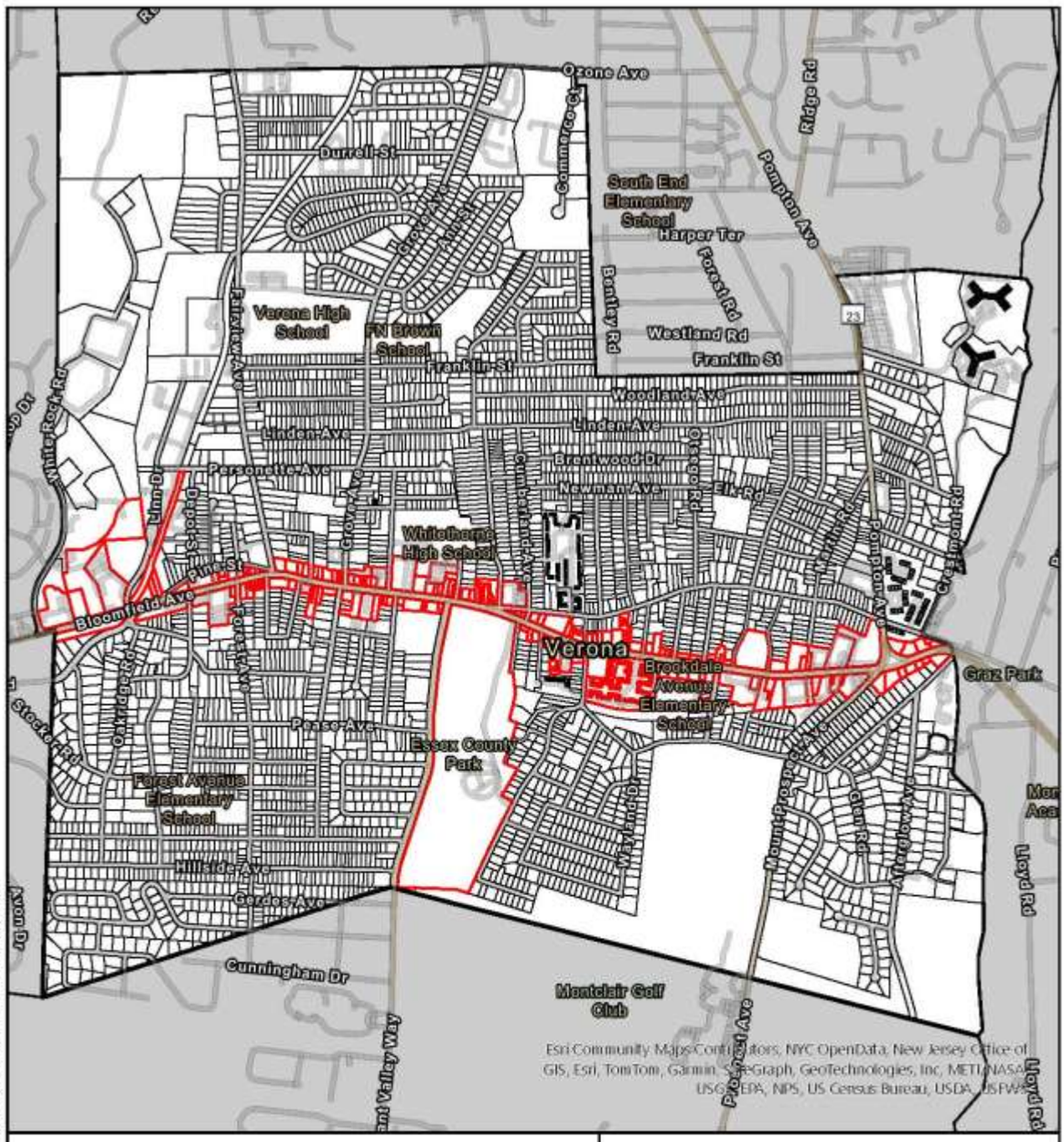
ROLL CALL:
AYES: Holland, McGrath, Roman, McEvoy, Tamburro
NAYS:

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
JENNIFER KIERNAN
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
1907
INCORPORATED 1907

EXHIBIT A



Legend

- Parcels fronting along Bloomfield Avenue
- Parcels

0 0.13 0.25 0.5 Miles

Township of Verona

Rehabilitation Area Map

H2M architects + engineers
119 Cherry Hill Rd #110
Parsippany, 07054
631-756-8000
www.h2m.com

Document Path: X:\VR\OT (Township of Verona)\VR0T2101 - Master Plan and Community Outreach\GIS\2021-1202_VR0T VA.aprx

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-028

A motion was made by Councilman Roman; seconded by Mayor Tamburro 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 420 BLOOMFIELD AVENUE AND IDENTIFIED AS BLOCK 701, LOT 3 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 2025-294, 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 420 Bloomfield Avenue, Block 701, Lot 3 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, 420 Bloomfield Avenue, Area in Need of Redevelopment Preliminary Investigation Report", dated January 2, 2026 (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 22, 2026, 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.

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 FEBRUARY 9, 2026.

Jennifer Kiernan

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK



RESOLUTION 2026-010
of the
PLANNING BOARD
of the
TOWNSHIP OF VERONA

WHEREAS, the Governing Body of the Township of Verona introduced Ordinance 2026-05 on February 23, 2026 to adopt the Redevelopment Plan for 420 Bloomfield Avenue (Block 701 Lot 3), Verona, New Jersey; and

WHEREAS, the Governing Body referred the proposed Ordinance to the Planning Board under the provisions of NJSA 40:55D-26 to determine whether there are any inconsistencies in the proposed Ordinance with the Master Plan; and

WHEREAS, the Planning Board at its regular meeting held on February 26, 2026 determined that there are no provisions within the proposed Ordinance that are inconsistent with the Master Plan; and

WHEREAS, NJSA 40:55D-26 provides in part that the Planning Board may make recommendations to the ordinance to the Governing Body that the Board deems appropriate; and

WHEREAS, the Board recommends to the Governing Body that the Ordinance be modified to:

- provide that off-street parking requirements must be satisfied within the redevelopment area.
- be more specific regarding permitted and prohibited uses within the redevelopment area.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Verona, Essex County, New Jersey, that the Planning Board does hereby authorize the Board Secretary to advise the Governing Body of the Board's determination that the proposed ordinance is not inconsistent with the Master Plan; and to inform the Governing Body of the recommendations contained herein; and be it

NOW THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Township Manager, Township Council and Township Clerk.

MOVED: Mr. Camuti **SECOND:** Chair Pearson

ROLL CALL VOTE:

	Y	N	Abstain	Absent			Y	N	Abstain	Absent
Mr. Magarrell (Alt. 2)				X		Deputy Mayor McEvoy	Y			
Mr. Day (Alt. 1)			X			Mayor Tamburro	Y			
Mrs. Parker	Y					Township Mgr O'Sullivan	Y			

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-06

ADOPTING THE REDEVELOPMENT PLAN FOR 885 BLOOMFIELD AVENUE REDEVELOPMENT AREA (BLOCK 2205, LOT 6)

WHEREAS, on February 11, 2019, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2019-56 declaring Block 2205, Lot 6, as identified in the municipal tax maps, to be a Non-Condemnation Redevelopment Area; and

WHEREAS, on May 6, 2024, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2024-075 declaring the entirety of Bloomfield Avenue Corridor, which includes the above referenced property, as an Area in Need of Rehabilitation; and

WHEREAS, more than 45 days have passed since said Resolution was adopted, and no actions have been filed challenging such action; and

WHEREAS, N.J.S.A. 40A:12A-7 provides for a procedure for the adoption of a redevelopment plan for all or a portion of a duly designated redevelopment area; and

WHEREAS, Block 2205, Lot 6 in the Township (the "Property") are located within the 885 Bloomfield Avenue Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-7.a provides that "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, …"; and sets forth statutory requirements for the contents of a Redevelopment Plan; and

WHEREAS, the Township Council directed its planning consultant, H2M engineers and architects (the "Professional Planner") to prepare a draft redevelopment plan concerning the 885 Bloomfield Avenue Redevelopment Area; and

WHEREAS, the Township Council is desirous of enacting a redevelopment plan to guide the future use, development and redevelopment of Block 2205, Lot 6, heretofore designated as an area in need of redevelopment with provisions to enable the construction of a townhouse with units affordable family units and affordable group home units.

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

SECTION 1. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A and by the reference made a part hereof is hereby approved and adopted pursuant to N.J.S.A. 40A-12A-1 et. seq.

SECTION 2. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 FEBRUARY 27, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026 – *Referred to Planning Board for consistency review*
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:



Township of Verona 885 Bloomfield Ave

Redevelopment Plan

Prepared by:

Redevelopment Plan for 885 Bloomfield Avenue

Verona Planning Board

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Jack McEvoy, Deputy Mayor
Kevin O'Sullivan, Township Manager
Jessica Pearson, Chairperson
Jason Hyndman, Vice Chairperson
Tim Camuti
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Christopher Tamburro, Mayor
Jack McEvoy, Deputy Mayor
Alex Roman, Councilman
Christine McGrath, Councilwoman
Cynthia Holland, Councilwoman
Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager
Michael Kraus, Deputy Township Manager

Consultants:

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

Adopted by Verona Township Council:

_____ _____, 2026

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for 885 Bloomfield Avenue Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan")**.** The Bloomfield Avenue Redevelopment Area comprises of one lot, which is 1.77 acres. This property is identified as Block 2205, Lot 6 (885 Bloomfield Avenue) and is located at the intersection of Bloomfield Avenue and Fells Road. The property is a corner lot which fronts the westbound side of Bloomfield Avenue and is bounded by Fells Road traversing along a portion of the rear property line. Presently, the property is a vacant, wooded lot with billboards. Surrounding uses consist of residential uses to the west and south and Fells Road to the east. Verona's Fire Department, Community Center, and Township's active recreation grounds (Centennial Field) are located to the north of the property.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 2205, Lot 6, as seen in **Figure 1**. Previously, this property was designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2019-56. This 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 885 Bloomfield Avenue Redevelopment Area ("Redevelopment Area").

Figure 1: 885 Bloomfield Avenue Redevelopment Area Map



1.2 PURPOSE/VISION

The 885 Bloomfield Avenue Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The Redevelopment Plan is intended to revitalize the area by introducing townhouse development that will help diversify the housing types in the Township and address a portion of the Township's Fourth Round Affordable Housing Obligation. This round of affordable housing regulations encourages the conversion of underutilized or vacant properties into affordable housing opportunities in municipalities where land is limited. Verona Township is nearly fully built out in that there are very few parcels containing vacant and developable land. As such, this redevelopment area is an appropriate location for a townhouse development that will address a portion of the Township's affordable housing obligation.

The Redevelopment Area is proximate to an assortment of retail, commercial, public buildings, office uses, and existing residential uses. These uses include multi-family residential to the northeast and to the west, single-family residential to the south, and office buildings to the east, along Bloomfield Avenue. The site is also near the NJ Transit 29, and 105 bus route stops along Bloomfield 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 includes 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:
6. The master plans of contiguous municipalities.
7. The master plan of the county in which the municipality is located.
8. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c.398 (C.52:18A-196 et al.).
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.).
14. 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.
15. 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

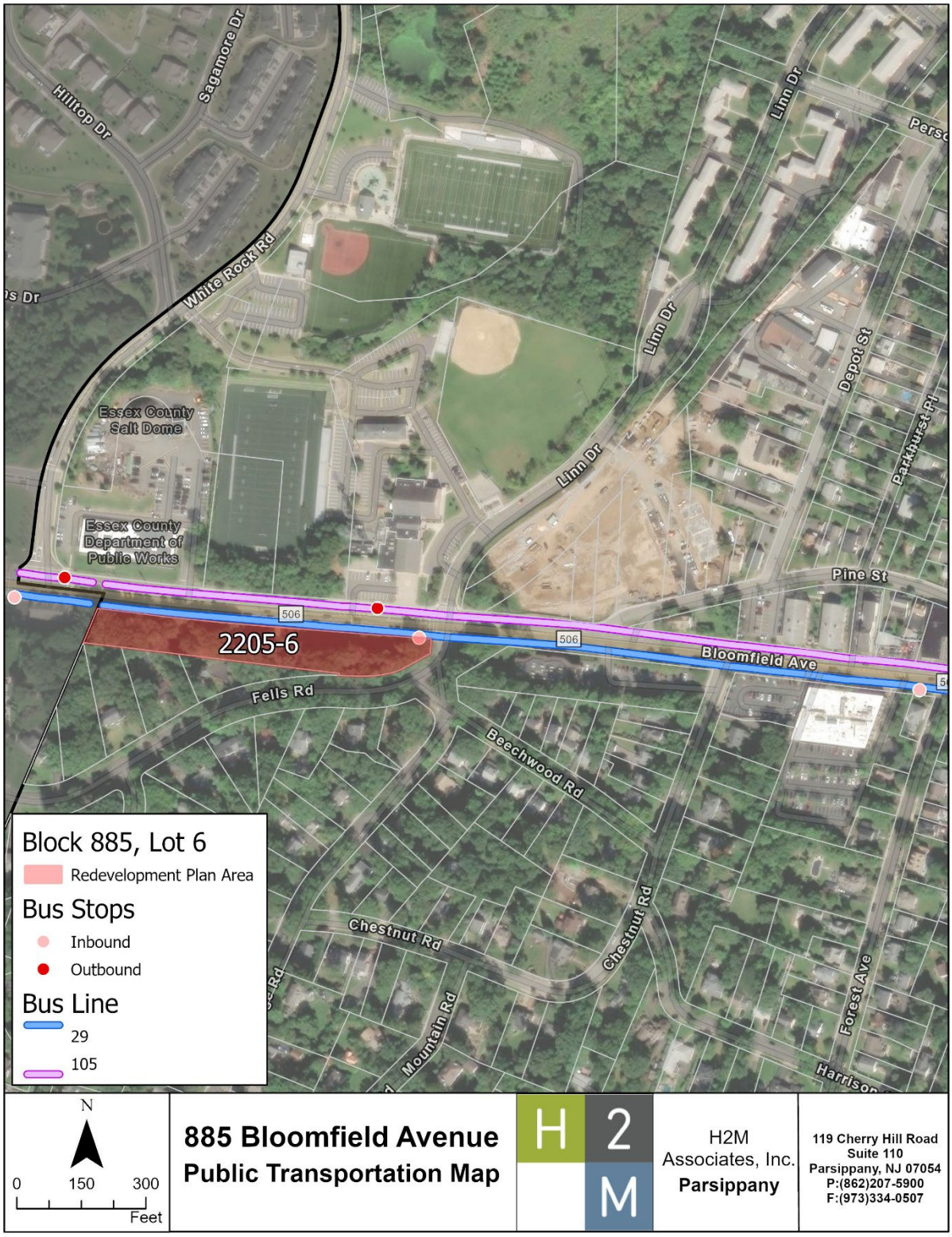
2.1 2019 AREA IN NEED OF REDEVELOPMENT SUMMARY

On January 7, 2019, the Township Council directed the Planning Board to conduct an Area in Need of Redevelopment Investigation for Block 2205, Lot 6. The Planning Board conducted the investigation and had a public hearing on February 5, 2019. After completion of its investigation and public hearing, the Planning Board concluded that the area satisfied the criteria as set forth within the LRHL and recommended designation to the Township Council. The Township Council accepted the recommendation and designated the said property as an area in need of redevelopment on February 11, 2019. Please see Appendix A for the resolutions.

2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the western side of Verona, along Bloomfield Avenue. 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, and the NJ Transit 105 bus route, which runs from Kirkpatrick Lane at Bloomingdale Avenue to the Port Authority Bus Terminal in New York City as shown in **Figure 2.** 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: 885 Bloomfield Avenue Redevelopment Area Existing Public Transportation Map



The redevelopment area is bounded by Bloomfield Avenue to the north and Fells Road to the south. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district, the Township's Residential Townhouse ("A-3") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding uses include multi-family residential to the south and to the east, single-family residential to the west, and commercial uses to the north and west, along Bloomfield Avenue.

A-3 – Residential Townhouse Zone District

Section 150-17.10 Permitted uses.

Permitted uses

In A-3 Zone District, only the following use is permitted:

1. Single-family dwellings

Permitted Accessory Uses

In A-3 Zone District, the following accessory uses are permitted:

1. Detached garage.
2. Family day-care center.
3. Swimming pool, hot tub and related facilities.
4. Basketball court, unlit.
5. Tennis court, unlit.
6. Deck, either attached or unattached.
7. Greenhouse.
8. A single shed up to 150 square feet in floor area.

Conditional Uses

In A-3 Zone District, the following uses are conditionally permitted:

1. A satellite or dish antenna, as an accessory use, installed in the side or rear yard, subject to the conditions set forth in Section 150-7.11.
2. Townhouses subject to the following density and bulk regulations:
   a) Over eight acres in size: eight dwelling units per acre.
   b) Between 6.0 and 7.99 acres in lot size: nine dwelling units per acre.
   c) Between 4.1 and 5.99 acres in lot size: 11 dwelling units per acre.
   d) Under four acres in lot size: 12 dwelling units per acre.
   e) Minimum acreage (combined): 1.5 acres
   f) Minimum front yard setback: 50 feet
   g) Minimum side yard setback: 25 feet.
   h) Minimum rear yard setback: 50 feet.
   i) Minimum rear yard setback, Bloomfield frontage: 30 feet.
   j) Minimum front yard setback, Bloomfield frontage: 25 feet.
   k) Minimum buffer between townhouses and off-site residential uses: 25 feet.
   l) Maximum height (stories/feet): 2.5 stories; 35 feet.
   m) Maximum lot coverage: 40%.
   n) Maximum improved lot coverage: 55%.

Figure 3: 885 Bloomfield Avenue Redevelopment Area Zoning Map

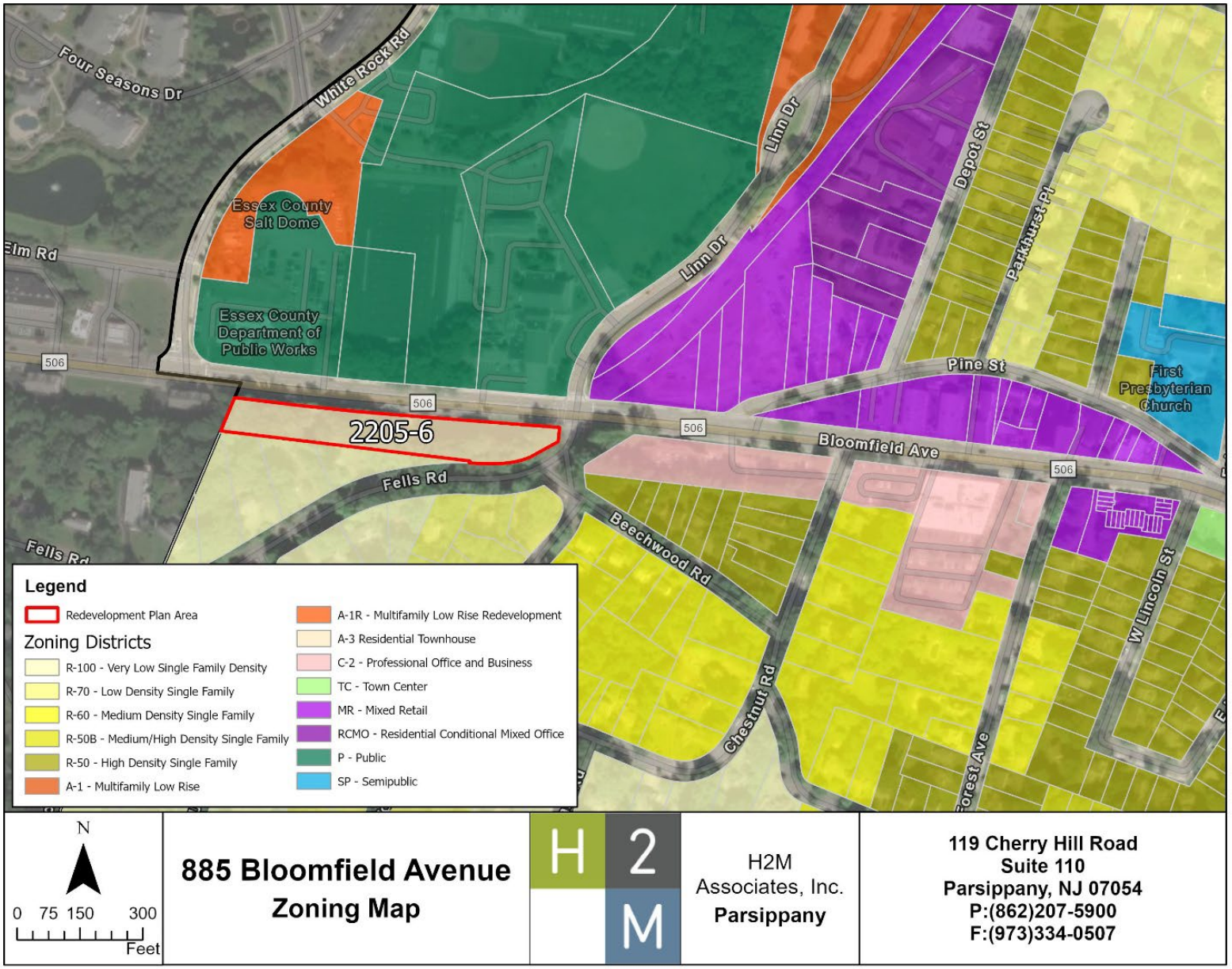
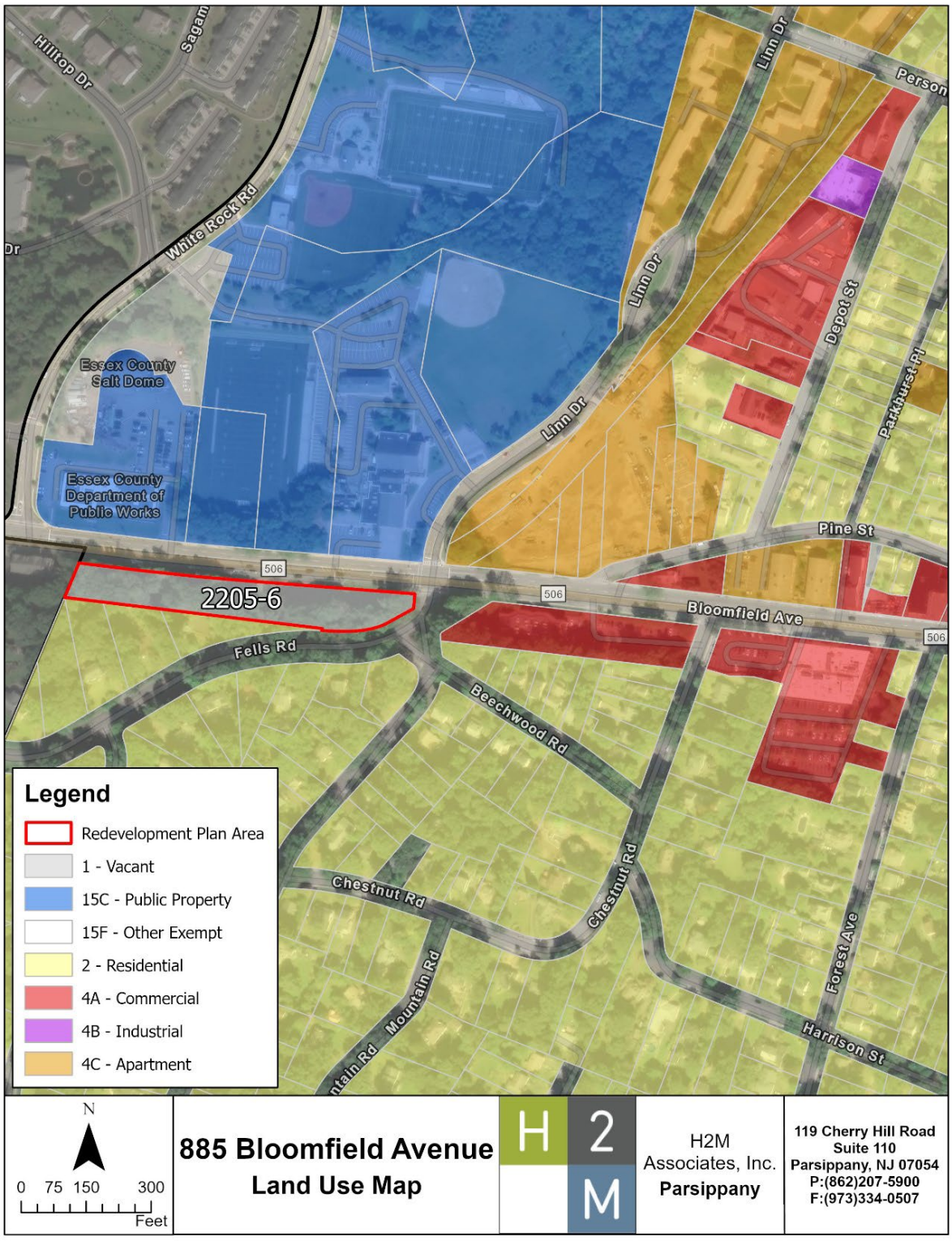


Figure 4: 885 Bloomfield Avenue Redevelopment Area Land Use Map



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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing Verona's downtown and commercial corridor along Bloomfield Avenue. 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 address 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 relevant to the Redevelopment Plan are listed below:

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

Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5b:	"Consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Land Use Goal #9:	"Continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households."

2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 885 Bloomfield Avenue (Block 2205, Lot 6) into an area that is attractive to passersby and improves an underutilized property. The goal of this redevelopment plan is to transform this area to provide diversity of housing types, while maintaining the existing character of the surrounding residential and commercial areas. The Redevelopment Plan helps to achieve the Township's goals by providing affordable housing that is proximate to public transportation and existing commercial and retail businesses.

The objectives for this Redevelopment Plan are to:

1. 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.
2. Provide a range of market rate and affordable housing options that meet the current and future needs of Township residents.
3. Provide alternative living arrangements or permanent supportive housing for adults with special needs as those terms are defined in NJ Rev Stat § 34:1B-21.24 (2024).
4. Revitalize an obsolete and underutilized area of the Township with high-quality development.

2.5 RELATIONSHIP TO ZONING ORDINANCE

This Redevelopment Plan shall supersede the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance shall 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 USE AND BULK REGULATIONS

This redevelopment plan is being created to implement a settlement between the Township of Verona and A & R Skyline Properties, LLC, an objector to the Township's Fourth Round Affordable Housing and Fair Share Plan. The following land uses and development standards provide a framework for the physical development of the redevelopment area to provide a variety of housing options while maintaining the character of the neighborhood.

3.1 LAND USES

The Redevelopment Area uses, and bulk regulations will supersede the use bulk regulations of the underlying A-3 Zone District, shown in **Figure 3**.

1. Permitted Uses:
    a. Townhouses with 20% inclusionary affordable housing.
2. Accessory Uses and Structures:
    a. Off-street parking such as a one-car or two-car garage attached to an individual townhouse unit and surface parking.
    b. Refuse and recycling enclosures.
    c. All other uses that are customarily incidental to the principal permitted uses set forth within this Redevelopment Plan.

3.2 AREA, YARD, BULK REGULATIONS

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

Bulk Standards	Requirements
Min. Lot Area	1.5 acres
Max. Number of Units	28 townhouse units
Total Affordable Units	Six Credits; Three (3) Affordable Housing Family Units; and One (1) 3-bed Special Needs housing
Max. Building Height	40 ft
Maximum Stories	3 stories
Min. Front Yard Setback*	6 ft
Min. Rear Yard Setback	20 ft.
Min. Side Yard Setback (one)	8 ft.
Min. Side Yard Setback (both)	18 ft.
Max. Building Coverage	35%
Max. Improved Lot coverage (%)	70%
Minimum Distance between the townhouse structures	10 feet

* Steps can encroach into the six-foot front yard setback, provided they maintain a minimum setback of one foot from the property line.

3.3 BUILDING AND UNIT DESIGN

1. Structures: No townhouse dwelling structure shall be permitted to have more than seven townhouse dwelling units.
2. Dwelling unit size.
    a. Pursuant to the UHAC regulations, NJAC 5:80-26.5(b)(2)(viii), restricted units, in developments comprising of market rate and restricted rental units, must be of at least the same size as the most common market-rate unit(s) of the same type and bedroom count within the same development, but under no circumstances shall any restricted unit or bedroom be less than 90 percent of the minimum size prescribed by the applicable municipal code or Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever prescribes the greater minimum size.
    b. The number of bedrooms shall comply with NJAC 5:80-26.4.
    c. Restricted units shall comply with pertinent UHAC regulations pursuant to NJAC 5:80-1 et. seq.
    d. Affordable Housing unit is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances. The developer shall provide a maximum number of 28 units with 20% affordable housing, which is rounded to six (6) affordable housing within the project, consistent with the projections contained in the approved Housing Element and Fair Share Plan contained in the Master Plan. Affordable housing can be satisfied through three (3) family units and one 3-bedroom special housing, which will result in a total of six credits.
3. Buildings with residential dwelling units 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 should be provided for each unit.
4. Design Standards:
    a. Townhouse units shall have individual entrance, with entrance vestibules or porches to give identity to each unit and provide weather protection.
    b. The development shall provide varied elevations, design, and structural appearance within the context of the overall theme. The front facade of each townhouse building shall have varied elevations for each adjacent townhouse. Each adjacent townhome must vary in at least two (2) of the following criteria from the neighboring townhome:
        i. The number, size, shape, or location of windows and doors.
        ii. The profile of cornice treatment on the front façade.
        iii. Mix of materials (brick, stone base, or siding).
        iv. Location of porches, bay windows, and porticoes.
        v. Color or brick, siding, or stone.
    c. Within the development there shall be not less than two different residential unit floor plans together with not less than two different front elevations for the townhome units.
    d. Attached townhouses shall appear as a unified building mass, maintaining a common architectural language across the entire length of units. This mass shall be varied by changes in unit orientation, color/material variations, shifts in roof profile, and variation at corner units.

e. A 3-story blank wall, even if at the narrow end of a building, does not reflect acceptable design quality. Architectural relief and fine detailing to break up monotonous surfaces, especially given the visibility from Bloomfield Avenue.

f. Avoid applied ornamentation which is not related to building structures or architectural design. This includes arbitrary, inconsistent forms and decoration; uninterrupted floating horizontal elements; and large blank surfaces.

g. Windows, bays, balconies, and other articulation could also be used to express the individuality of the units.

h. The roofline along the building's length should be varied to reflect the individual units. This can be achieved by using separate roof forms; a combination of roof types such as shed, gabled and hipped roof(s), and gables and dormers.

i. Where flat roofs are used, they should be detailed with cornices as noted within Section 3.8 of the Redevelopment Plan.

j. Building and roof modulation and articulation should be used to reduce the appearance of large building masses.

   i. Modulate the building façade with features such as porches, balconies, building wall relief, and bay windows.

   ii. Provide roof elements such as gables, eyebrow roof forms or dormers.

   iii. Incorporate prominent cornice, soffit or fascia details that emphasize the top of the building.

   iv. Provide prominent roof overhangs.

   v. Articulate the roof with rafter tails and brackets.

k. Materials. This shall be provided as per Section 3.7 of the Redevelopment Plan.

The images below are an example of townhouse development for reference.



An example of potential viewshed from Bloomfield Avenue corridor



An example of potential viewshed with garages to the rear

3.4 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. A maximum of two (2) driveways shall be permitted from Bloomfield Avenue.
3. Two-way driveways shall be a minimum of 24 feet wide. Depressed curb may be provided to enable circulation of emergency vehicles.

4. Curbs along public rights-of-way shall be poured-in-place concrete or other masonry material such as Belgian block.

3.5 PARKING AND LOADING

1. Parking is prohibited in any required front yard setback along Bloomfield Avenue.
2. ~~On-street parking is prohibited 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. All required parking must be provided within the redevelopment area.
8. Parking in the redevelopment area shall be required based on the following table:

Permitted Uses	Minimum Parking Requirements
Residential Townhouses	2.0 parking spaces per unit
Special Needs Housing	0.25 parking spaces per unit

9. 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. Each Make-Ready EV space shall count as two parking spaces for the purpose of complying with the minimum parking space requirements but shall not result in a reduction of more than 10% of the required off-street parking.

3.6 ARCHITECTURE AND RESIDENTIAL STANDARDS

1. **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.
2. **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.
3. **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.
4. **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.
5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.
6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.

3.7 BUILDING MATERIALS

1. Building materials. Stone, masonry, brick, wood, fiber-cement, precast, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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.

3.8 ROOFS

1. The shape, pitch, and color of a roof should be architecturally compatible with the style, materials, and colors of such building.
2. Pitched roofs are encouraged to have dormers, chimneys, cupolas, and other similar elements to provide architectural interest. These elements shall be compatible with the style, materials, colors, and details of the building.
3. 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.
4. 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.

3.9 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 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. Any parapet wall to screen mechanicals shall not be counted towards the building height calculation.

3.10 TRASH/TRASH ENCLOSURES/RECYCLING

1. All trash enclosures shall follow all regulations set forth by Section 446-9 of the municipal code.
2. All outdoor refuse enclosures shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. Chain-link fencing or wire-mesh screening is not permitted.
3. 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.

4. Collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
5. 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.
6. Trash and recycling collection shall be through a private service to be paid by residents and not by the general revenue or tax collections of the Township of Verona. A recycling and trash pickup plan shall be submitted. The owner shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, with such removal to be made at regularly scheduled intervals, not less than once a week. The owner shall be provided with credit in accordance with the law.
7. All bulk containers used by dwelling units 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.

3.11 UTILITIES

All new utility distribution lines and utility service connections from such lines to any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility provider. 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.

3.12 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.

3.13 STORMWATER MANAGEMENT

All developments in the Redevelopment Area shall also comply with all pertinent provisions of the Zoning Code as noted within Chapter 150, Article XXV of the Zoning Code.

3.14 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.
    c. Provide landscaping in the required eight (8) foot front yard setback and in the required 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.

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 in all dwelling units 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.
4. Fences

a. Fences may be no more than six (6') feet in height and shall be board on board. Any 6-foot fence must be in the side and rear yards.

3.15 EXEMPTIONS

The Project shall be exempt from any and all changes in the Township's ordinances that happen from the date of the Settlement Agreement is executed up to twelve (12) months after the date of the Redevelopment Plan is adopted, that may negatively affect, impact or interfere with the financial feasibility for the development of the Project, other than general legislation applied uniformly throughout the Township. After the 12-month period, all Township ordinances shall be applicable and enforceable as though the Settlement Agreement did not exist.

4.0 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.

4.1 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 #5b** aims to "consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods" applies to Township's efforts to utilize redevelopment to diversify housing stock 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 that will meet a portion of the Township's affordable housing obligation.

Goal #9 of the **Land Use Element** of the **2022 Master Plan,** "continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households" is a guiding goal for the Redevelopment Plan which will provide credits to address the Township's Fourth Round Affordable Housing obligation.

Adjacent Municipalities

The Redevelopment Area is not close to the boundaries of any of the neighboring towns, except Essex Fells. 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. In fact, there is a townhouse development immediately to the west of the redevelopment area.

2025 State Development and Redevelopment Plan (SDRP)

The SDRP was adopted on December 17, 2025. This Plan has identified 10 aspirational goals to achieve the 2050 vision for a stronger and fairer New Jersey. The entire Redevelopment Area is within the PA-1 Metropolitan Planning Area. Two of the SDRP's intents for the PA-1 area is to provide for much of the state's future growth in compact development and redevelopment, and promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms. The SDRP encourages new development in existing developed areas and encourage preservation in areas not suited for development.

5.0 IMPLEMENTATION

5.1 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)).

5.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

5.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.
2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

5.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

5.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

5.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

5.7 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.

5.8 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.

5.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

5.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

5.11 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.

6.0 APPENDICES

RESOLUTION 2026-011
of the
PLANNING BOARD
of the
TOWNSHIP OF VERONA

WHEREAS, the Governing Body of the Township of Verona introduced Ordinance 2026-06 on February 23, 2026 to adopt the Redevelopment Plan for 885 Bloomfield Avenue (Block 2205 Lot 6), Verona, New Jersey; and

WHEREAS, the Governing Body referred the proposed Ordinance to the Planning Board under the provisions of NJSA 40:55D-26 to determine whether there are any inconsistencies in the proposed Ordinance with the Master Plan; and

WHEREAS, the Planning Board at its regular meeting held on February 26, 2026 determined that there are no provisions within the proposed Ordinance that are inconsistent with the Master Plan; and

WHEREAS, NJSA 40:55D-26 provides in part that the Planning Board may make recommendations to the ordinance to the Governing Body that the Board deems appropriate; and

WHEREAS, the Board recommends to the Governing Body that the Ordinance be modified to:

- require that at least 90% of the rear yard must have a 10-foot buffer
- require a buffer between the bus stop and the nearest residential unit
- require all residential structures to have at least double paned windows
- require filters of grade MERV 17 or greater
- require all fencing to be board-on-board, vinyl or wood
- require compliance with Township tree ordinance Chapter 493, Article 2.
- require tree plantings to be in accordance with Zoning Ordinance 150-11.7 Plant Selection and placement - attachment #3

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Verona, Essex County, New Jersey, that the Planning Board does hereby authorize the Board Secretary to advise the Governing Body of the Board's determination that the proposed ordinance is not inconsistent with the Master Plan; and to inform the Governing Body of the recommendations contained herein; and be it

NOW THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Township Manager, Township Council and Township Clerk.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-07

AMENDING AND SUPPLEMENTING THE STANDARDS OF THE TOWN CENTER MIXED-USE ("TCMU") 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, in June 2025, the Township of Verona adopted a Housing Element and Fair Share Plan, including a Master Plan Housing Element and Fair Share Plan to address the Township's Third Round Affordable Housing Obligations; and

WHEREAS, in June 2025, the Township filed a declaratory judgment action, captioned *In re Application of Township of Verona*, No. ESX-L-594-25, seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, challenges to the Township's Fourth Round HEFSP were timely filed by interested parties: Fair Share Housing Center, DMH2 LLC, A&R Skyline Properties LLC, and JMF Properties LLC; and

WHEREAS, the Fair Share Housing Center ("FSHC") and the parties listed above agreed to settle on certain positions regarding the Fair Share Plan such that each party agreed the Fair Share plan satisfies Verona's "fair share" of the regional need for low- and moderate-income housing subject to certain amendments to the Fair Share Plan and**;**

WHEREAS, Verona had previously enacted the zoning for the TCMU district, which it is now desires to amend to further the purposes of the Fair Share Plan and as per the Settlement Agreement; 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 ~~*strikethrough italics*~~.)

SECTION 1.
Chapter 150, "Zoning," Article XVII, "Schedule of District Regulations," Section 150-17.14A, "TC MU (Town Center-Mixed Use) Zone," of the General Legislation of the Township of Verona is hereby amended by supplementing and deleting the following definitions.
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 § 150-7.23, provided also that a minimum of six 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 § 150-7.22, provided also that a minimum of six 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 Avenue.
(2) All nonresidential 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 100 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 nonresidential establishment including those identified as permitted uses.
(3) Residential buildings and parking areas may be built on any area exceeding the 100-foot limitation as well as on any area of a property fronting Bloomfield Avenue where there is a permitted nonresidential use having a building depth of 50 feet as measured from the building along Bloomfield Avenue to the rear (or back), including any set back 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 nonresidential uses on the first 50 feet of the ground floor as measured from the building along Bloomfield Avenue to the rear (or back), including any setback from the street, subject to the limitations in Subsection C(6) hereof.
(6) Residences, including the affordable units, shall be a principal 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 Subsection C(7) hereof, when a building fronting on Bloomfield Avenue has a depth of a minimum of 50 feet and contains nonresidential 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 12 feet 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 Subsection F, Affordable housing multifamily residential specifications, of this section shall also be complied with.
(8) Parking lots, including structured parking garages, shall not exceed 28 feet in height, excluding a parapet wall not greater than six feet in height. Any parking structure shall contain a twenty-two-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-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, HardiePlank® 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
6.	Minimum side yard setbacks-both (feet)	0
7.	Minimum side yard setbacks-both (percentage of lot width)	N/A
8.	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
9.	Maximum height for principal building (stories/feet)	3/50
10.	Maximum height for accessory structures other than parking structures (feet)	15
11.	Maximum building coverage, first floor building area as a percent of land area (percent)	80
12.	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
13.	Minimum landscaped buffer along a residential zone (feet) boundary, or along the boundary with any house of worship	15
14.	Parking provisions: i. Notwithstanding § 150-12.6B, 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 parking spaces 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 10 years, of off-street parking spaces no further than 1,000 feet from the development. • All required or designated resident parking shall be provided within the boundaries of the TC MU Overlay Zone.	N/A

	Off-site parking satisfied outside of the TC MU 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 located in public or commercial parking lots/ facilities or private parking lots/facilities which are accessory to existing nonresidential uses where the number of parking spaces exceeds the required amount for those existing nonresidential uses. • Such parking agreement or lease shall be in writing 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 vehicles. 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 chapter.	

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 Subsection B hereof.

(1) Mixed retail and residential uses.
(2) Mixed retail and commercial (nonmedical) with residential uses.
(3) Mixed retail and professional office (nonmedical) with residential uses.

F. Affordable housing multifamily residential specifications.

The TC MU Zone shall supersede the preexisting 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 multifamily residential development having greater than two residential units.

(1) Any residential development shall set aside **20**% ~~*15%*~~ of **the total number of proposed rental or for sale** 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 multifamily 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:
(4) There shall be no more than two bedrooms per residential unit, except three-bedroom units shall be provided as required under UHAC.
(5) No three-bedroom unit shall have an area less than 900 square feet.
(6) No more than 70 residential units, or 22 residential units per acre, may be located

in the TC MU.

(7) 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 1. Repealer

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 2. Severability

If any section, subsection, or provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 3. Effective Date

This Ordinance shall take effect upon final adoption and publication as provided by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 XXX AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026 – *Referred to Planning Board for consistency review*
PUBLIC HEARING:
EFFECTIVE DATE:

RESOLUTION 2026-012
of the
PLANNING BOARD
of the
TOWNSHIP OF VERONA

WHEREAS, the Governing Body of the Township of Verona introduced Ordinance 2026-07 to amend and supplement the standards in the Town Center Mixed-Use Zone District in Chapter 150 of the Verona Zoning Code; and

WHEREAS, the Governing Body referred the proposed ordinance to the Planning Board pursuant to the provision of NJSA 40:55D-26 to determine whether the proposed ordinance is consistent with the Master Plan; and

WHEREAS, the Planning Board determined at a meeting held on February 26, 2026 that there are no provisions within the proposed Ordinance that are inconsistent with the Master Plan; and

NOW, THEREFORE, BE IS RESOLVED, by the Planning Board of the Township of Verona, Essex County, New Jersey, that the Planning Board does hereby authorize the Board Secretary to advise the Governing Body of the Board's determination that the proposed ordinance is not inconsistent with the Master Plan;

NOW THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Township Manager, Township Council and Township Clerk.

MOVED: Chair Pearson **SECOND:** Mrs. Parker

ROLL CALL VOTE:

	Y	N	Abstain	Absent			Y	N	Abstain	Absent
Mr. Magarrell (Alt. 2)				X		Deputy Mayor McEvoy	Y			
Mr. Day (Alt. 1)			X			Mayor Tamburro	Y			
Mrs. Parker	Y					Township Mgr O'Sullivan	Y			
Mr. Lilley	Y					Vice Chair Hyndman				X
Mr. Camuti	Y					Chair Pearson	Y			
Mr. Freschi				X						

*NE- Not Eligible

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF ADJUSTMENT OF REGULAR MEETING HELD ON FEBRUARY 26, 2026.

Dolores Carpinelli
Secretary, Planning Board

Jessica Pearson
Chairperson, Planning Board

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY

ORDINANCE NO. 2026-08

REPEALING ARTICLE XIX AND XXI OF CHAPTER 150 OF THE CODE OF THE TOWNSHIP IN ITS ENTIRETY AND REPLACING WITH A NEW ARTICLE XIX-AFFORDABLE HOUSING AND ARTICLE XXI-DEVELOPMENT FEES

WHEREAS, the State of New Jersey has adopted an Amended Fair Housing Act at P.L. 2024, c. 2 (A4) which provides new Fourth Round affordable housing fair share requirements for each municipality; and

WHEREAS, the State has adopted new Fourth Round substantive affordable housing regulations at N.J.A.C. 5:99; and

WHEREAS, The New Jersey Department of Community Affairs (DCA) and the Housing and Mortgage Finance Agency (NJHMFA) have adopted new Uniform Housing and Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq; and

WHEREAS, in order to maintain compliance with said state regulations regarding affordable housing, the Township of Verona (the "Township") must amend certain sections of the Township Code; and

WHEREAS, Articles XIX and XXI of Chapter 150 of the Township Code contain requirements for affordable housing provisions based on previous COAH regulations and regulations regarding affordable housing development fees; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Verona, County of Essex, State of New Jersey, that Articles XIX and XXI of Chapter 380, of the Township Code are hereby repealed and replaced as follows:

SECTION ONE:

Chapter XIX, AFFORDABLE HOUSING

§150-19.1. Purpose.

A. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of Verona, consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").

B. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to affirmative marketing and random selection procedures set forth in UHAC.

C. The Verona Township Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, and N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

E. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.

2. This Ordinance shall apply to all developments that contain very-low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very-low-, low- and moderate-income housing units.

3. Projects receiving federal Low Income Housing Tax Credit financing and proposed for credit in the municipality's most recently adopted HEFSP shall comply with the affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

F. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

(a) The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml.

(b) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

(c) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

§150-19.2. Definitions.

As used herein the following terms shall have the following meanings:

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*), as amended by P.L. 2024, c.2.

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity responsible for the administration of affordable units in accordance with this chapter, as well as N.J.A.C. 5:99-7 and N.J.A.C. 5:80-26.15

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

AFFORDABILITY AVERAGE

The average percentage of regional median income at which deed-restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent within the economic means of a low- or moderate-income household, as defined in the UHAC as, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

AFFORDABLE HOUSING DELIVERY MECHANISMS

Any of the methods of creating or preserving actual housing units available to low- and moderate-income households or creating a realistic opportunity for the construction of such units, as permitted by the Act.

AFFORDABLE HOUSING DEVELOPMENT

A housing development incorporated in the Housing Element and Fair Share Plan, and including, but not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

The dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act, including units created with municipal affordable housing trust funds.

AGE-RESTRICTED UNIT

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 where the unit is situated are 62 years old or older; or 2) at least 80% of the units are occupied by one person that is 55 years old or older (except that persons younger than 19 may not be permanent residents); or 3) the development has been designated by the Secretary of the United States 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(b)(2).

AGENCY

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

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health-care facilities as regulated by the New Jersey Department of Health and Senior Services; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining for four or more adult persons unrelated to the proprietor and to assure that assisted living services are available when needed and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

A household that has been certified by an administrative agent as a low-income household

or moderate-income household.

COMMISSIONER
The Commissioner of the Department of Community Affairs.

COMPLIANCE CERTIFICATION
The certification issued to a municipality by the Program pursuant to section 3 at P.L. 2024, c. 2, that provides a municipality immunity from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round of affordable housing obligations begins, also known as a "judgment of compliance" resulting in an "order for repose." Compliance certification includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

COMPLIANT MUNICIPALITY
A municipality that is in the process of seeking compliance certification pursuant to the directives issued by the Administrative Office of the Courts, has obtained compliance certification, or has filed for, or has obtained, a Judgment of Compliance, Order for Repose, or other court approval pursuant to the Act.

CONSTRUCTION
New construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.).

COUNTY-LEVEL HOUSING JUDGE
A judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal fair share plans and housing elements with the Act.

DCA or DEPARTMENT
The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT
A housing unit with health and safety code violations that require the repair or replacement of at least one major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER
Any person, partnership, association, company or corporation that is the legal or beneficial owner of a lot or any land, improved or unimproved, which is proposed to be included in a proposed development, including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT
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; 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.

DEVELOPMENT APPLICATION
The application form and all accompanying documents required by ordinance for approval of a subdivision plat, a site plan, planned development, conditional use, zoning variance, or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or 40:55D-36.

DEVELOPMENT FEE
Money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3

DIVISION

Division of Local Planning Services within the Department of Community Affairs.

EMERGENT OPPORTUNITY

A circumstance that has arisen whereby affordable housing can be created through a delivery mechanism not originally anticipated by or included in a fair share plan that has received compliance certification.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (*N.J.S.A. 54:1-35a through 54:1-35c*). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

EXCESS RCA FUNDS

Unspent money transferred prior to July 17, 2008, pursuant to a regional contribution agreement whose terms have been fulfilled.

EXCLUSIONARY ZONING LITIGATION

Litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

EXTENSION OF EXPIRING CONTROLS

Extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

FAIR SHARE OBLIGATION

The total of the present need and prospective need as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

FAIR SHARE PLAN

The plan or proposal, which may readily be adopted with accompanying ordinances and resolutions, pursuant to subsection f. of section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) by which a municipality proposes to satisfy its obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

FHA

The New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

GREEN BUILDING STRATEGIES

Strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

HMFA OR THE AGENCY

The New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

HOUSING ELEMENT

The portion of the municipality's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act consisting of reports, statements, proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

HOUSING PROJECT

A project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term "housing project" may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

HOUSING REGION

A geographic area established pursuant to N.J.S.A. 52:27D-304.2 for each round of low- and moderate-income housing obligations pursuant to the Act.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

JUDGMENT OF COMPLIANCE or JUDGMENT FOR REPOSE

A determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50% or less of the regional median household income.

LOW-INCOME HOUSING

Housing unit that is affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a residential building, which includes, but is not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable COAH housing region, as approved by the New Jersey Superior Court.

MIXED USE DEVELOPMENT

Any development that includes both a non-residential development component and a residential development component. This includes developments where there is a common developer for both components—multiple persons or entities may be considered a common developer if they have a contractual relationship obligating each entity to develop at least a portion of the residential or non-residential component, or to contribute resources to the development. The residential and non-residential developments must be located on the same lot or adjoining lots, which may include lots separated by a street, river, or other geographical feature.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income.

MODERATE-INCOME HOUSING

Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to more than 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located..

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income greater than 50% but less than 80% of the regional median household income for the applicable COAH housing region.

MODERATE-INCOME HOUSING UNIT

Housing that is affordable according to standards set by the Federal Department of Housing and Urban Development or other recognized authorities for home ownership and rental costs, and is occupied or reserved for occupancy by households with a gross household income more than 50% but less than 80% of the median gross household income for households of the same size within the relevant housing region. It is a restricted unit affordable to a moderate-income household.

MONI

The no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

MUNICIPAL AFFORDABLE HOUSING TRUST FUND

A separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds from completed RCA projects, application fees, and other funds collected by the municipality for its affordable housing programs. These funds must be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and relevant chapters. "Municipal affordable housing trust fund" also means "municipal development trust fund" and "municipal development fee trust fund."

MUNICIPAL DEVELOPMENT FEE ORDINANCE

An ordinance adopted by a municipality's governing body that authorizes the collection of development fees.

MUNICIPAL HOUSING LIAISON (MHL)

An appointed municipal employee responsible for overseeing and/or administering the affordable housing units created within the municipality, and overseeing the authorization of individuals provided access to the AHMS.

NEW CONSTRUCTION

The creation of a new housing unit regulated by a code enforcement official, regardless of the means of creation. Newly constructed units are demonstrated by the issuance of a certificate of occupancy, and may include new residences created through additions,

alterations, adaptive reuse, subdivision, conversion of existing space, or relocating a structure.

NEW JERSEY AFFORDABLE HOUSING TRUST FUND
An account established pursuant to N.J.S.A. 52:27D-320.

NEW JERSEY HOUSING RESOURCE CENTER OR HOUSING RESOURCE CENTER
The online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

95/5 RESTRICTION
A deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

NON-EXEMPT SALE
Any sale or transfer of ownership other than the transfer of ownership between spouses; 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; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

NON-RESIDENTIAL DEVELOPMENT

1. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

2. Hotels, motels, vacation timeshares, and child-care facilities; and

3. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 et seq.

NON-RESIDENTIAL DEVELOPMENT FEE
The fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

ORDER FOR REPOSE
The protection a municipality has from a builder’s remedy lawsuit for a period of time following the entry of a judgment of compliance by the Superior Court; a judgment of compliance often results in an order for repose.

PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE UNITS
The payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development.

PERSON WITH A DISABILITY
A person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

PRICE DIFFERENTIAL
The difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit.

If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

PRIOR ROUND UNIT

A housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

PROSPECTIVE NEED

A projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

QUALIFIED URBAN AID MUNICIPALITY

A municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

RANDOM SELECTION PROCESS

A process (e.g., by lottery) by which income-eligible households are selected for placement in affordable housing 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.

RCA ADMINISTRATOR

An appointed municipal employee responsible for the oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

RCA PROJECT PLAN

A past application, submitted by a receiving municipality in a regional contribution agreement (RCA), detailing how the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

RECEIVING MUNICIPALITY

For the purposes of a regional contribution agreement (RCA), a municipality that contractually agreed to assume a portion of another municipality's fair share affordable housing obligation.

RECONSTRUCTION

Any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress, and a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the Uniform Construction Code, N.J.A.C. 5:23-6. Projects consisting solely of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings are

not included. Asbestos hazard abatement and lead hazard abatement projects are not considered reconstruction solely because occupancy of the work area is not permitted.

RECREATIONAL FACILITIES AND COMMUNITY CENTERS

Any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including but not limited to ball fields, meeting halls, and classrooms, accommodating either organized or informal activity.

REGIONAL CONTRIBUTION AGREEMENT (RCA)

A contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

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.

RESIDENTIAL DEVELOPMENT FEE

Money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

SENIOR CENTER

Any recreational facility or community center that offers activities and services specifically oriented toward serving senior citizens.

SPENDING PLAN

A method for allocating funds contained within an affordable housing trust fund account—including, but not limited to, development fees collected and to be collected under an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq.—for the purpose of meeting the housing needs of low- and moderate-income individuals.

SUPPORTIVE HOUSING HOUSEHOLD

Avery low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are

operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

SUPPORTIVE HOUSING SPONSORING PROGRAM
Grant or loan program which provided financial assistance to the development of the unit.

SUPPORTIVE HOUSING UNIT
A restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

TREASURER
The Treasurer of the State of New Jersey.

SPECIAL MASTER
An expert appointed by a Superior Court Judge to assist the Court, the municipality and any intervenors or other interested parties in applying the Mount Laurel Doctrine, including a determination of municipal fair share and an evaluation of the effectiveness of the municipality's Fair Share Plan.

UHAC
The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

UHORP
The Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

VERY-LOW-INCOME-HOUSEHOLD
A housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

VERY-LOW-INCOME HOUSING
Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

VERY-LOW-INCOME UNIT
A restricted unit that is affordable to a very-low-income household. Very-low-income units are a subset of low-income units.

VETERAN
A veteran as defined at N.J.S.A. 54:4-8.10.

VETERANS' PREFERENCE

The agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

WEATHERIZATION

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation crediting purposes.

§150-19.3. New Construction.

A. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

(a) Universal design requirements for restricted (affordable) units

(1) Each bedroom in each restricted unit must have at least one window.

(2) Restricted units must include adequate air conditioning and heating.

(b) Design of 100 percent affordable developments:

(1) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(c) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

(1) Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

(3) Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(4) Restricted units must be of the same unit type as market-rate units within the same building.

(5) Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(d) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

(1) Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(3) Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

(4) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(5) Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).

4. Utilities.

(a) In inclusionary developments, affordable (restricted) units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development. This shall apply to prior round units as well.

(b) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

5. Amenities in Inclusionary Development. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

A. Low/moderate split and bedroom distribution of affordable housing units:

1. At least 50% of all affordable units in any development (rounded to the nearest whole number) shall be restricted for very low- and low-income households. Very low-

income units shall represent at least 13% of the affordable unit mix.

2. In each affordable development, at least 50% of the restricted units within each bedroom distribution (rounded to the nearest whole number) shall be low-income units, including at least 13% very-low income.

3. Unless otherwise approved by the Division of Local Planning Services in the DCA, affordable developments that are not age-restricted or supportive / special needs housing shall be structured such that:

   (a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

   (b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;

   (c) No more than 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are efficiency or one-bedroom units;

   (d) At least 30 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are two-bedroom units;

   (e) At least 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are three-bedroom units; and

   (f) The remainder of the restricted units, if any, are allocated at the discretion of the developer in accordance with the Township's housing element and fair share plan.

4. Unless otherwise approved by the Division, in each affordable development, restricted units that are age-restricted or supportive housing must be structured such that, at a minimum, the number of bedrooms within the restricted units equals the number of restricted units. For example, the standard may be met by creating a two-bedroom unit for each efficiency unit. In affordable developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom and three-bedroom units must compose at least five percent of those restricted units.

B. Accessibility requirements:

1. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

   (a) An adaptable toilet and bathing facility on the first floor;

   (b) An adaptable kitchen on the first floor;

   (c) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;

   (d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

   (e) If not all of the foregoing requirements above. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

   (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et*

seq.), and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible.

(1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

(2) To this end, the builder of restricted units shall deposit funds within the Township of Verona's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

(3) The funds deposited shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

(4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the construction official of the Township of Verona.

(5) Once the construction official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Verona's affordable housing trust fund in care of the Municipal Treasurer, who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked for the intended purpose.

(g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

C. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

2. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

(a) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

(b) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.

(c) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.

(d) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.

(e) Low- and moderate-income residents cannot be charged any upfront fees.

(f) The units shall comply with UHAC with the following exceptions:

(1) Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;

(2) The deed restriction may be on the facility, rather than individual apartments or rooms;

(3) Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

(g) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

3. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

(a) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

(1) Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

(2) Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

(3) The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

(4) Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

(5) Occupancy shall not be restricted to youth under 18 years of age.

(6) In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

(7) The bedrooms and/or units shall comply with UHAC with the following exceptions:

(i) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

(ii) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

(8) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

(9) Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

(10) The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

(i) An Affirmative Marketing Plan in accordance with D1 above; and

(ii) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

(11) The sponsor/owner shall complete annual monitoring as directed by the MHL.

D. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

E. Maximum rents and sales prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60 percent of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units. Very low-income units, if required, should be distributed between each bedroom count as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70 percent of median income, and each affordable housing development must achieve an affordability average that does not exceed 55 percent for all restricted ownership units. 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 when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special

assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household;

   (c) A two-bedroom unit shall be affordable to a three-person household;

   (d) A three-bedroom unit shall be affordable to a 4 1/2 person household; and

   (e) A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household; and

   (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

§150-19.4. Affordability Controls and Requirements

A. Purpose.

1. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

B. Affirmative marketing.

1. The Township shall adopt by resolution an affirmative marketing plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq., and age-restricted units as permitted pursuant to 42 U.S.C. §§ 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 50, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences

   (a) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2, composed of Essex, Morris, Union, and Warren Counties.

   (b) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

   (c) With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

   (d) Where the Township has entered into an agreement with a developer or residential development owner to provide a preference for very-low-,low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

4. The municipality has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and re-rentals. The administrative agent designated by the Township of Verona shall implement the affirmative marketing plan to assure the affirmative marketing of all affordable units.

5. The administrative agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.

6. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

7. The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative

marketing plan, the administrative agent shall consider the use of language translations where appropriate.

8. The affirmative marketing process for available affordable units shall begin at least four months (or 120 days) prior to the expected date of occupancy and may begin before construction commences. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.

9. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.

10. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

11. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph

12. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Verona.

C. Occupancy standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:

   (a) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
   (b) Provide a bedroom for every two adult occupants;
   (c) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
   (d) Avoid placing a one-person household into a unit with more than one bedroom.

2. Additional provisions related to occupancy standards (if any) shall be provided in the municipal operating manual.

D. Selection of occupants of affordable housing units.

1. The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.

2. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26. 16.

E. Control periods for restricted ownership units and enforcement mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
   (a) If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
   (b) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

F. Price restrictions for restricted ownership units, homeowners' association fees and resale prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
   (a) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
   (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
      (1) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
      (2) If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
   (c) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
      (1) Those that render the unit suitable for a larger household or the addition of a bathroom.
      (2) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
   (d) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital

improvements are subject to 10-year, straight-line depreciation.

2. Upon the resale of a restricted ownership 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. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

G. Buyer income eligibility.

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income, and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
   (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
   (b) The household has consistently paid more than 35% (40% for households eligible

for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or

(c) The household is currently in substandard or overcrowded living conditions;

(d) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

H. Limitations on indebtedness secured by ownership unit; subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.7(c)..

I. Control periods for restricted rental units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.

3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Essex. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this chapter, despite the occurrence of any of the following events:

(a) Sublease or assignment of the lease of the unit;

(b) Sale or other voluntary transfer of the ownership of the unit

(c) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or

(d) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

J. Price restrictions for rental units; leases and fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.

3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
   (a) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

K. Tenant income eligibility.

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
   (a) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
   (b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
   (c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
2. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exist:
   (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
   (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
   (c) The household is currently in substandard or overcrowded living conditions;
   (d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
   (e) 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.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection K.2(a) through **(e)** above with the administrative agent, who shall counsel the household on budgeting.

L. Conversions.

1. Each affordable housing unit created through the conversion of a nonresidential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§150-19.5. Administration

A. Establishment of Municipal Housing Liaison position and compensation; powers and duties.

1. Establishment of position of Municipal Housing Liaison. There is hereby established the position of the Municipal Housing Liaison for Verona.

2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Verona, including the following responsibilities which may not be contracted out:

(a) Serving as Verona's primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents, and interested households;

(b) The oversight of affirmative marketing plans and affordability controls;

(c) When applicable, overseeing and monitoring any contracting Administrative Agent.
(d) Monitoring the status of all restricted units in Verona's fair share plan;

(e) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
(f) Coordinating meetings with affordable housing providers and administrative agents, as applicable;

(g) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
(h) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

(i) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.

(j) Listing on the municipal website contact information for the MHL and Administrative Agents.

4. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of the Municipal Housing Liaison.

B. Administrative Agent

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:

(a) Administrative agent fees related to rental units shall be paid by the developer/owner.

(b) Administrative agent fees related to initial sale of units shall be paid by the developer.

(c) Administrative agent fees related to resales shall be paid by the seller of the affordable home.

(d) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:

(a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;

(b) Affirmative marketing:

(1) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.

(2) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.

(c) Household certification.

(1) Soliciting, scheduling, conducting and following up on interviews with interested households.

(2) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

(3) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.

(4) Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.

(5) Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.

(6) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

(d) Affordability controls.

(1) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

(2) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.

(3) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

(4) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.

(e) Records retention.

(1) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.

(2) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(f) Resales and re-rentals.

(1) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.

(2) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

(g) Processing requests from unit owners.

(1) Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.

(2) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.

(3) Notifying the municipality of an owner's intent to sell a restricted unit.

(4) Making determinations on requests by owners of restricted units for hardship waivers.

(h) Enforcement.

(1) Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

(2) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

(3) Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

(4) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

(5) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(i) The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

C. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

(a) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

(b) The total number of units in the project and the number of affordable units.

(c) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

(d) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

(e) A projected construction schedule.

(f) The location of any common areas and elevators.

(g) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to 1 above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

(a) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

(b) Provide to the administrative agent a description of any applicable fees.

(c) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

(d) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.

(e) Provide to the administrative agent a proposed form of lease for any rental units.

(f) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive that the tenant selection criteria for applicants for non-restricted units.

(g) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to 1, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

(a) Proposed pricing for all units, including any purchaser options and add-on items.

(b) Condominium or homeowner association fees and any other applicable fees.

(c) Estimated real property taxes.

(d) Sewer, water, trash disposal, and any other utility assessments.

(e) Flood insurance requirement, if applicable.

(f) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§150-19.4. Enforcement of Affordable Housing Regulations

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but 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 the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. 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 housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

(a) A fine of not more than $500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

C. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

D. 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 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- or moderate-income unit.

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

2. 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 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 the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such defi-

ciency. In the event that a surplus remains after satisfying all of the above, such surplus 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 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.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and 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 housing 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.

4. 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 affordable 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 maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

5. Failure of the 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 that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals

1. Appeals from all decisions of an administrative agent appointed pursuant to this sub-chapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§150-19.6. Affordable housing set-aside.

A. Any site plan or subdivision application that creates five (5) or more new dwelling units shall set-aside 20% of the new units for low- and moderate-income households consistent with the requirements of this Article.

B. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.

C. All such affordable units shall be governed by this ordinance with respect to the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.

D. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.

E. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

F. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

G. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round to the nearest whole number of units, except as may be agreed to between the Township and a developer/redeveloper and which is approved by the Division, the Program, or a court of competent jurisdiction.

Article XXI

Development Fee

§ 150-21.1 Purpose.

A. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 150-21.2 Basic requirements.

B. The Township of Verona shall maintain an affordable housing trust fund to deposit all residential and non-residential development fees, payment in lieu of constructing affordable units, barrier- free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the Township in connection with its affordable housing programs.

C. The Township of Verona shall not spend, or commit to spend, any affordable housing trust funds, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification or by the Division pursuant to N.J.S.A. 52:27D-329.2.a(4). The Township shall not spend affordable housing trust funds unless the Program has approved a plan for spending such funds in accordance with N.J.S.A.

52:27D-329.2.a(4) or the Division has approved spending plan expenditures for emergent opportunities to create affordable housing after the Township has obtained compliance certification in conformance with N.J.A.C. 5:99-4.

§ 150-21.3 Residential development fees.

A. Within all of the Township of Verona Zoning Districts, residential developers shall pay a fee of 1% of the equalized assessed value for residential development, provided no increased density is permitted.

B. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized.

Example: If an approval allows for four units to be constructed on a site that was zoned for two units, the fees could equal 1% of the equalized assessed value on the first two units, and 6% of the equalized assessed value for the additional two units. However, if the zoning on the site has changed during the two-year period preceding the filing of such a variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

§ 150-21.4 Residential development fees - Eligible exactions; ineligible exactions and exemptions.

A. Affordable housing developments, developments where a developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality shall be exempt from development fees. All other forms of new construction shall be subject to development fees unless exempted below.

B. Developments that have received preliminary or final approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

C. Development fees shall be imposed and collected when an existing structure is expanded or undergoes a change to a more intense use. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

D. Developers of tax-exempt or not-for-profit projects shall be subject to a reduced development fee of 1%.

E. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

F. Developers of existing single family residential dwellings shall be exempt from development fees, including additions, renovations, rebuilding or replacement of an existing single-family dwelling and the construction of accessory buildings or other structures on the same lot as the principal dwelling, provided no increase in density is permitted.

§ 150-21.5 Nonresidential development fees.

A. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

B. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for

non-residential purposes.

C. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

§ 150-21.6 Nonresidential development fees - Eligible exactions; ineligible exactions and exemptions.

A. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

B. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

C. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (*N.J.S.A. 40:55D-8.1 through 8.7*), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

D. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy for the nonresidential development, whichever is later.

E. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Verona as a lien against the real property of the owner.

§ 150-21.7 Collection of fees.

A. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the issuance of the certificate of occupancy. No certificate of occupancy shall be issued to the developer until all remaining developer fees have been paid in full.

B. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the construction official responsible for the issuance of a building permit.

C. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF “State of New Jersey Non-Residential Development Certification/Exemption” to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

D. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

E. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

F. The construction official responsible for the issuance of a final certificate of occupancy

shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

G. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

H. Should the Township of Verona fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c. 46 (*N.J.S.A. 40:55D-8.6*).

§ 150-21.8 Contested fees.

A. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation.

(1) Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Verona Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

B. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Verona Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 150-21.9 Affordable housing trust fund.

A. There is hereby created a separate, interest-bearing housing trust fund in Citizens Bank for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this article shall be deposited into this fund. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:

(1) Payments in lieu of on-site construction of affordable units;

(2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

(3) Rental income from municipally operated units;

(4) Repayments from affordable housing program loans;

(5) Recapture funds;

(6) Proceeds from the sale of affordable units; and

(7) Any other funds collected in connection with Verona's affordable housing program.

B. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

C. With the approval of the Department's Division of Local Government Services, the municipality may invest its affordable housing trust fund in the State of New Jersey cash

management fund, provided that the amount of money in the cash management fund that comprises the funds and income attributable to such funds shall at all times be identifiable.

D. All interest accrued in the affordable housing trust fund shall only be used on eligible affordable housing activities included in an approved spending plan or an emergent opportunity authorized by the Division.

§ 150-21.10 Use of funds.

A. Funds deposited in the housing trust fund may be used for any activity approved by the Program or a court of competent jurisdiction, or as approved by the Division as an emergent opportunity to create affordable housing, including but not limited to:

1. A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable, and costs related to the rehabilitation of the unit. Any recaptured funds from a rehabilitation program shall be deposited into a municipality's affordable housing trust fund and subject to the provisions thereof;

2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

3. Creation of a market to affordable program to pay down the cost of unrestricted units and offer them in sound condition, for sale or rent, at affordable prices to low- and moderate-income households to address all or a portion of the affordable housing obligation;

4. Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;

5. RCAs, approved prior to July 17, 2008;

6. Acquisition and/or improvement of land to be used for affordable housing;

8. The extension of expiring controls;

9. The construction of group homes and supportive and special needs housing;

10. Maintenance and repair of affordable housing units;

11. To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

12. Affordability assistance in accordance with N.J.A.C. 5:99-2.5;

13. Repayment of municipal bonds issued to finance low- and moderate-income housing activity;

14. Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or

15. Any other activity approved by the Division.

B. Funds shall not be expended:

1. To reimburse the Township for activities that occurred prior to the authorization to collect development fees;

2. On attorney fees or court costs to obtain a judgment of compliance or order of repose, including any associated administration costs;

3. On any costs in connection with a challenge to a determination of the municipality's fair share obligation; or

4. On any costs in connection with a challenge to the municipality's obligation, housing element, or fair share plan.

C. The Township shall set aside a portion of development fees collected and interest earned from the affordable housing trust fund for the purpose of providing affordability assistance to very low-, low-, and moderate-income households in affordable units included in the municipal fair share plan.

(1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, and rental assistance.

(2) Affordability assistance for very-low-income households may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in a municipal fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

(3) Township of Verona may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, or any program or activity for which the Township expends development fee proceeds.

D. No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration, in accordance with N.J.A.C. 5:99-2.4 and the following:

(1) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the Township of resolving a challenge pursuant to the Program.

(2) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

(3) The proportion of a Township employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the Township affordable housing trust fund.

E. Development fees collected by the Township shall be expended or committed for expenditure within four years of the date of collection.

(1) The funds have been spent on a housing activity in accordance with N.J.A.C. 5:99-2.3;

(2) The Division has been provided with an executed contract or legally enforceable agreement funding the implementation of an allowable housing activity in accordance with N.J.A.C. 5:99-2.3, and the following, as applicable: a municipal resolution or ordinance creating the affordable housing program, a policy and procedures manual, and completion of affordable housing trust fund and unit monitoring, indicating units completed or rehabilitated, or the municipality has otherwise demonstrated a firm and binding obligation to spend such funds in a manner consistent with addressing its respective affordable housing obligation;

(3) For affordability assistance expenses, the Division has been provided with the following: demonstration of a firm and binding obligation to spend such funds in a manner consistent with addressing the affordability assistance obligation

required by the Act or a municipal resolution or ordinance and an executed contract or agreement for expenses related to providing affordability assistance to existing low- and moderate-income households, a policies and procedures manual for any affordability assistance program executed by the municipality, and a contract with an administrative agent to carry out the program if applicable; or

(4) For administrative expenses, the Division has been provided with the following: a municipal resolution or ordinance and an executed contract or agreement for expenses related to administering affordable housing.

§ 150-21.11 Barrier Free Escrow.

B. The Township may collect fees to adapt affordable unit entrances to be accessible in accordance with the Act and the Barrier Free Subcode, N.J.A.C. 5:23-7. Funds collected for this purpose shall at all times be identifiable from other funds, and shall be identified in the monitoring reports submitted to the State pursuant to N.J.A.C. 5:99-5.

§ 150-21.12 Payments in lieu of constructing affordable units on-site

A. Payments in lieu of constructing affordable units shall not be imposed on any non-residential development.
B. Payments in lieu of constructing affordable units shall be identified on its monitoring report pursuant to N.J.A.C. 5:99-5.2.
C. Pursuant to N.J.A.C. 5:99-2.7, the Township shall specify in its Spending Plan the intended use of any payments in lieu of constructing affordable units on site.

D. Residential development fees shall not be charged in connection with any development that makes a payment in accordance with this section.

§ 150-21.13 Other funds

The affordable housing trust fund may also contain recaptured funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, and any other funds collected by the Township in connection with its affordable housing programs. The Township shall identify any such funds on its monitoring report pursuant to N.J.A.C. 5:99-5 and include a plan for the use of the funds in its spending plan.

§ 150-21.11 Monitoring.

On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 150-21.12 Ongoing collection of fees.
The ability for the Township of Verona to impose, collect and expend development is subject to maintaining its status as a compliant municipality,. If the Township of Verona fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose or compliance certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985,

c. 222 (*N.J.S.A. 52:27D-320*). Should the Township's compliant status lapse, it shall submit an updated spending plan in accordance with the time frames set forth at N.J.S.A. 52:27D-304.1 for municipal submission of a housing element and fair share plans in order to renew control over the collection and spending of its trust funds.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION
This ordinance shall be a part of the Code of the Township of Verona as though codified and fully set forth therein. The Municipal Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 FEBRUARY 27, 2026 AND XXX

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:

TOWNSHIP OF VERONA

COUNTY OF ESSEX, NEW JERSEY

ORDINANCE NO. 2026-___

REPEALING ARTICLE XIX AND XXI OF CHAPTER 150 OF THE CODE OF THE TOWNSHIP IN ITS ENTIRETY AND REPLACING WITH A NEW ARTICLE XIX-AFFORDABLE HOUSING AND ARTICLE XXI-DEVELOPMENT FEES

WHEREAS, the State of New Jersey has adopted an Amended Fair Housing Act at P.L. 2024, c. 2 (A4) which provides new Fourth Round affordable housing fair share requirements for each municipality; and

WHEREAS, the State has adopted new Fourth Round substantive affordable housing regulations at N.J.A.C. 5:99; and

WHEREAS, The New Jersey Department of Community Affairs (DCA) and the Housing and Mortgage Finance Agency (NJHMFA) have adopted new Uniform Housing and Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq; and

WHEREAS, in order to maintain compliance with said state regulations regarding affordable housing, the Township of Verona (the "Township") must amend certain sections of the Township Code; and

WHEREAS, Articles XIX and XXI of Chapter 150 of the Township Code contain requirements for affordable housing provisions based on previous COAH regulations and regulations regarding affordable housing development fees; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Verona, County of Essex, State of New Jersey, that Articles XIX and XXI of Chapter 380, of the Township Code are hereby repealed and replaced as follows:

SECTION ONE:

Chapter XIX, AFFORDABLE HOUSING

§150-19.1. Purpose.

A. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of Verona, consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").

B. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to affirmative marketing and random selection procedures set forth in UHAC.

C. The Verona Township Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the

municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, and N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

E. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.
2. This Ordinance shall apply to all developments that contain very-low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very-low-, low- and moderate-income housing units.
3. Projects receiving federal Low Income Housing Tax Credit financing and proposed for credit in the municipality's most recently adopted HEFSP shall comply with the affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

F. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
   (a) The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml.
   (b) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
   (c) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

§150-19.2. Definitions.

As used herein the following terms shall have the following meanings:

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*), as amended by P.L. 2024, c.2.

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity responsible for the administration of affordable units in accordance with this chapter, as well as N.J.A.C. 5:99-7 and N.J.A.C. 5:80-26.15

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units

pursuant to N.J.A.C. 5:80-26.16.

AFFORDABILITY AVERAGE

The average percentage of regional median income at which deed-restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent within the economic means of a low- or moderate-income household, as defined in the UHAC as, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

AFFORDABLE HOUSING DELIVERY MECHANISMS

Any of the methods of creating or preserving actual housing units available to low- and moderate-income households or creating a realistic opportunity for the construction of such units, as permitted by the Act.

AFFORDABLE HOUSING DEVELOPMENT

A housing development incorporated in the Housing Element and Fair Share Plan, and including, but not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

The dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act, including units created with municipal affordable housing trust funds.

AGE-RESTRICTED UNIT

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 where the unit is situated are 62 years old or older; or 2) at least 80% of the units are occupied by one person that is 55 years old or older (except that persons younger than 19 may not be permanent residents); or 3) the development has been designated by the Secretary of the United States 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(b)(2).

AGENCY

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

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health-care facilities as regulated by the New Jersey Department of Health and Senior Services; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining for four or more adult persons unrelated to the proprietor and to assure that assisted living services are available when needed and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a

kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD
A household that has been certified by an administrative agent as a low-income household or moderate-income household.

COMMISSIONER
The Commissioner of the Department of Community Affairs.

COMPLIANCE CERTIFICATION
The certification issued to a municipality by the Program pursuant to section 3 at P.L. 2024, c. 2, that provides a municipality immunity from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round of affordable housing obligations begins, also known as a "judgment of compliance" resulting in an "order for repose." Compliance certification includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

COMPLIANT MUNICIPALITY
A municipality that is in the process of seeking compliance certification pursuant to the directives issued by the Administrative Office of the Courts, has obtained compliance certification, or has filed for, or has obtained, a Judgment of Compliance, Order for Repose, or other court approval pursuant to the Act.

CONSTRUCTION
New construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.).

COUNTY-LEVEL HOUSING JUDGE
A judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal fair share plans and housing elements with the Act.

DCA or DEPARTMENT
The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT
A housing unit with health and safety code violations that require the repair or replacement of at least one major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER
Any person, partnership, association, company or corporation that is the legal or beneficial owner of a lot or any land, improved or unimproved, which is proposed to be included in a proposed development, including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT
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; 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.

DEVELOPMENT APPLICATION
The application form and all accompanying documents required by ordinance for approval of a subdivision plat, a site plan, planned development, conditional use, zoning variance, or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or 40:55D-36.

DEVELOPMENT FEE

Money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3

DIVISION

Division of Local Planning Services within the Department of Community Affairs.

EMERGENT OPPORTUNITY

A circumstance that has arisen whereby affordable housing can be created through a delivery mechanism not originally anticipated by or included in a fair share plan that has received compliance certification.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (*N.J.S.A. 54:1-35a through 54:1-35c*). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

EXCESS RCA FUNDS

Unspent money transferred prior to July 17, 2008, pursuant to a regional contribution agreement whose terms have been fulfilled.

EXCLUSIONARY ZONING LITIGATION

Litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

EXTENSION OF EXPIRING CONTROLS

Extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

FAIR SHARE OBLIGATION

The total of the present need and prospective need as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

FAIR SHARE PLAN

The plan or proposal, which may readily be adopted with accompanying ordinances and resolutions, pursuant to subsection f. of section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) by which a municipality proposes to satisfy its obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

FHA

The New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

GREEN BUILDING STRATEGIES

Strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

HMFA OR THE AGENCY

The New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

HOUSING ELEMENT

The portion of the municipality's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act consisting of reports, statements, proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

HOUSING PROJECT

A project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term "housing project" may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

HOUSING REGION

A geographic area established pursuant to N.J.S.A. 52:27D-304.2 for each round of low- and moderate-income housing obligations pursuant to the Act.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

JUDGMENT OF COMPLIANCE or JUDGMENT FOR REPOSE

A determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50% or less of the regional median household income.

LOW-INCOME HOUSING

Housing unit that is affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a residential building, which includes, but is not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable COAH housing region, as approved by the New Jersey Superior Court.

MIXED USE DEVELOPMENT

Any development that includes both a non-residential development component and a residential development component. This includes developments where there is a common developer for both components—multiple persons or entities may be considered a common developer if they have a contractual relationship obligating each entity to develop at least a portion of the residential or non-residential component, or to contribute resources to the development. The residential and non-residential developments must be located on the same lot or adjoining lots, which may include lots separated by a street, river, or other geographical feature.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income.

MODERATE-INCOME HOUSING

Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to more than 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located..

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income greater than 50% but less than 80% of the regional median household income for the applicable COAH housing region.

MODERATE-INCOME HOUSING UNIT

Housing that is affordable according to standards set by the Federal Department of Housing and Urban Development or other recognized authorities for home ownership and rental costs, and is occupied or reserved for occupancy by households with a gross household income more than 50% but less than 80% of the median gross household income for households of the same size within the relevant housing region. It is a restricted unit affordable to a moderate-income household.

MONI

The no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

MUNICIPAL AFFORDABLE HOUSING TRUST FUND

A separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds from completed RCA projects, application fees, and other funds collected by the municipality for its affordable housing programs. These funds must be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and relevant chapters. "Municipal affordable housing trust fund" also means "municipal development trust fund" and "municipal development fee trust fund."

MUNICIPAL DEVELOPMENT FEE ORDINANCE

An ordinance adopted by a municipality's governing body that authorizes the collection of development fees.

MUNICIPAL HOUSING LIAISON (MHL)

An appointed municipal employee responsible for overseeing and/or administering the affordable housing units created within the municipality, and overseeing the authorization of individuals provided access to the AHMS.

NEW CONSTRUCTION

The creation of a new housing unit regulated by a code enforcement official, regardless of the means of creation. Newly constructed units are demonstrated by the issuance of a certificate of occupancy, and may include new residences created through additions, alterations, adaptive reuse, subdivision, conversion of existing space, or relocating a structure.

NEW JERSEY AFFORDABLE HOUSING TRUST FUND

An account established pursuant to N.J.S.A. 52:27D-320.

NEW JERSEY HOUSING RESOURCE CENTER OR HOUSING RESOURCE CENTER

The online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

95/5 RESTRICTION

A deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between spouses; 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; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

NON-RESIDENTIAL DEVELOPMENT

1. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

2. Hotels, motels, vacation timeshares, and child-care facilities; and

3. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 et seq.

NON-RESIDENTIAL DEVELOPMENT FEE

The fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

ORDER FOR REPOSE

The protection a municipality has from a builder's remedy lawsuit for a period of time following the entry of a judgment of compliance by the Superior Court; a judgment of compliance often results in an order for repose.

PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE UNITS

The payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development.

PERSON WITH A DISABILITY

A person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a

service animal, wheelchair, or other remedial appliance or device.

PRICE DIFFERENTIAL

The difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

PRIOR ROUND UNIT

A housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

PROSPECTIVE NEED

A projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

QUALIFIED URBAN AID MUNICIPALITY

A municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

RANDOM SELECTION PROCESS

A process (e.g., by lottery) by which income-eligible households are selected for placement in affordable housing 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.

RCA ADMINISTRATOR

An appointed municipal employee responsible for the oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

RCA PROJECT PLAN

A past application, submitted by a receiving municipality in a regional contribution agreement (RCA), detailing how the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

RECEIVING MUNICIPALITY

For the purposes of a regional contribution agreement (RCA), a municipality that contractually agreed to assume a portion of another municipality's fair share affordable housing obligation.

RECONSTRUCTION

Any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress, and a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the Uniform Construction Code, N.J.A.C. 5:23-6. Projects consisting solely of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings are not included. Asbestos hazard abatement and lead hazard abatement projects are not considered reconstruction solely because occupancy of the work area is not permitted.

RECREATIONAL FACILITIES AND COMMUNITY CENTERS

Any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including but not limited to ball fields, meeting halls, and classrooms, accommodating either organized or informal activity.

REGIONAL CONTRIBUTION AGREEMENT (RCA)

A contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

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.

RESIDENTIAL DEVELOPMENT FEE

Money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

SENIOR CENTER

Any recreational facility or community center that offers activities and services specifically oriented toward serving senior citizens.

SPENDING PLAN

A method for allocating funds contained within an affordable housing trust fund account—including, but not limited to, development fees collected and to be collected under an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq.—for the purpose of meeting the housing needs of low- and moderate-income individuals.

SUPPORTIVE HOUSING HOUSEHOLD

Avery low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-

in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

SUPPORTIVE HOUSING SPONSORING PROGRAM

Grant or loan program which provided financial assistance to the development of the unit.

SUPPORTIVE HOUSING UNIT

A restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

TREASURER

The Treasurer of the State of New Jersey.

SPECIAL MASTER

An expert appointed by a Superior Court Judge to assist the Court, the municipality and any intervenors or other interested parties in applying the Mount Laurel Doctrine, including a determination of municipal fair share and an evaluation of the effectiveness of the municipality's Fair Share Plan.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

UHORP

The Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

VERY-LOW-INCOME-HOUSEHOLD

A housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

VERY-LOW-INCOME HOUSING

Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size

within the housing region in which the housing is located.

VERY-LOW-INCOME UNIT
A restricted unit that is affordable to a very-low-income household. Very-low-income units are a subset of low-income units.

VETERAN
A veteran as defined at N.J.S.A. 54:4-8.10.

VETERANS' PREFERENCE
The agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

WEATHERIZATION
Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation crediting purposes.

§150-19.3. New Construction.

A. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

(a) Universal design requirements for restricted (affordable) units

(1) Each bedroom in each restricted unit must have at least one window.

(2) Restricted units must include adequate air conditioning and heating.

(b) Design of 100 percent affordable developments:

(1) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(c) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

Moved (insertion) [1]

Moved up [1]: <#>Each bedroom in each restricted unit must have at least one window.¶ Restricted units must include adequate air conditioning and heating.¶

(1) Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

(3) Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(4) Restricted units must be of the same unit type as market-rate units within the same building.

(5) Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(d) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

(1) Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(3) Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

(4) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(5) Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).

4. Utilities.

(a) In inclusionary developments, affordable (restricted) units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development. This shall apply to prior round units as well.

(b) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

Deleted: <#>Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units. ¶
Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units. ¶
Each bedroom in each restricted unit must have at least one window.¶

Moved down [2]: <#>Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units. ¶

Deleted: <#>Each bedroom in each restricted unit must have at least one window; and¶
Restricted units must include adequate air conditioning and heating.¶

Deleted: A

5. Amenities in Inclusionary Development. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

Moved (insertion) [2]

A. Low/moderate split and bedroom distribution of affordable housing units:

1. At least 50% of all affordable units in any development (rounded to the nearest whole number) shall be restricted for very low- and low-income households. Very low-income units shall represent at least 13% of the affordable unit mix.

2. In each affordable development, at least 50% of the restricted units within each bedroom distribution (rounded to the nearest whole number) shall be low-income units, including at least 13% very-low income.

3. Unless otherwise approved by the Division of Local Planning Services in the DCA, affordable developments that are not age-restricted or supportive / special needs housing shall be structured such that:

   (a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

   (b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;

   (c) No more than 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are efficiency or one-bedroom units;

   (d) At least 30 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are two-bedroom units;

   (e) At least 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are three-bedroom units; and

   (f) The remainder of the restricted units, if any, are allocated at the discretion of the developer in accordance with the Township's housing element and fair share plan.

4. Unless otherwise approved by the Division, in each affordable development, restricted units that are age-restricted or supportive housing must be structured such that, at a minimum, the number of bedrooms within the restricted units equals the number of restricted units. For example, the standard may be met by creating a two-bedroom unit for each efficiency unit. In affordable developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom and three-bedroom units must compose at least five percent of those restricted units..

B. Accessibility requirements:

1. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

(a) An adaptable toilet and bathing facility on the first floor;

(b) An adaptable kitchen on the first floor;

(c) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;

(d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

(e) If not all of the foregoing requirements above. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

(f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et seq.*), and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible.

(1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

(2) To this end, the builder of restricted units shall deposit funds within the Township of Verona's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

(3) The funds deposited shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

(4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the construction official of the Township of Verona.

(5) Once the construction official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Verona's affordable housing trust fund in care of the Municipal Treasurer, who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked for the intended purpose.

(g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

C. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

2. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

(a) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

(b) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.

(c) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.

(d) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.

(e) Low- and moderate-income residents cannot be charged any upfront fees.

(f) The units shall comply with UHAC with the following exceptions:

(1) Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;

(2) The deed restriction may be on the facility, rather than individual apartments or rooms;

(3) Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

(g) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

3. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

(a) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

(1) Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

(2) Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

(3) The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

(4) Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

(5) Occupancy shall not be restricted to youth under 18 years of age.

(6) In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

(7) The bedrooms and/or units shall comply with UHAC with the following exceptions:

(i) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of

qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

(ii) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

(8) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

(9) Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

(10) The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

(i) An Affirmative Marketing Plan in accordance with D1 above; and

(ii) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

(11) The sponsor/owner shall complete annual monitoring as directed by the MHL.

D. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

E. Maximum rents and sales prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60 percent of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units. Very low-income units, if required, should be distributed between each bedroom count

as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.

5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70 percent of median income, and each affordable housing development must achieve an affordability average that does not exceed 55 percent for all restricted ownership units. 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 when the number of low- and moderate-income units permits.

6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household;

   (c) A two-bedroom unit shall be affordable to a three-person household;

   (d) A three-bedroom unit shall be affordable to a 4 1/2 person household; and

   (e) A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household; and

   (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

§150-19.4. Affordability Controls and Requirements

A. Purpose.

1. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

B. Affirmative marketing.

1. The Township shall adopt by resolution an affirmative marketing plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq., and age-restricted units as permitted pursuant to 42 U.S.C. §§ 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 50, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences

(a) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2, composed of Essex, Morris, Union, and Warren Counties.

(b) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

(c) With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

(d) Where the Township has entered into an agreement with a developer or residential development owner to provide a preference for very-low-,low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

4. The municipality has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and re-rentals. The administrative agent designated by the Township of Verona shall implement the affirmative marketing plan to assure the affirmative marketing of all affordable units.

5. The administrative agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.

6. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

7. The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.

8. The affirmative marketing process for available affordable units shall begin at least four months (or 120 days) prior to the expected date of occupancy and may begin before construction commences. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.

9. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.

10. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

11. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph

12. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Verona.

C. Occupancy standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:

   (a) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
   (b) Provide a bedroom for every two adult occupants;
   (c) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
   (d) Avoid placing a one-person household into a unit with more than one bedroom.

2. Additional provisions related to occupancy standards (if any) shall be provided in the

municipal operating manual.

D. Selection of occupants of affordable housing units.

1. The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.

2. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26. 16.

E. Control periods for restricted ownership units and enforcement mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
   (a) If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
   (b) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

F. Price restrictions for restricted ownership units, homeowners' association fees and resale prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
   (a) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
   (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
      (1) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
      (2) If the resale occurs on or after such anniversary date, the maximum resale price

is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3

(c) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:

(1) Those that render the unit suitable for a larger household or the addition of a bathroom.

(2) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);

(d) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

2. Upon the resale of a restricted ownership 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. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

G. Buyer income eligibility.

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1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income, and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days

prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
   (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
   (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
   (c) The household is currently in substandard or overcrowded living conditions;
   (d) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

H. Limitations on indebtedness secured by ownership unit; subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.7(c)..

I. Control periods for restricted rental units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

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4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the

records office of the County of Essex. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this chapter, despite the occurrence of any of the following events:

   (a) Sublease or assignment of the lease of the unit;

   (b) Sale or other voluntary transfer of the ownership of the unit

   (c) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or

   (d) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

J. Price restrictions for rental units; leases and fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
   (a) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

K. Tenant income eligibility.

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

   (a) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

   (b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

   (c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

2. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more

of the following circumstances exist:

(a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

(c) The household is currently in substandard or overcrowded living conditions;

(d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

(e) 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.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection K.2(a) through **(e)** above with the administrative agent, who shall counsel the household on budgeting.

L. Conversions.

1. Each affordable housing unit created through the conversion of a nonresidential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§150-19.5. Administration

A. Establishment of Municipal Housing Liaison position and compensation; powers and duties.

1. Establishment of position of Municipal Housing Liaison. There is hereby established the position of the Municipal Housing Liaison for Verona.

2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Verona, including the following responsibilities which may not be contracted out:

(a) Serving as Verona's primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents, and interested households;

(b) The oversight of affirmative marketing plans and affordability controls;

(c) When applicable, overseeing and monitoring any contracting Administrative Agent.

(d) Monitoring the status of all restricted units in Verona's fair share plan;

(e) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.

(f) Coordinating meetings with affordable housing providers and administrative agents, as applicable;

(g) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.

(h) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

(i) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the

document required in C.8. above has been duly recorded.

(j) Listing on the municipal website contact information for the MHL and Administrative Agents.

4. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of the Municipal Housing Liaison.

B. Administrative Agent

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:

(a) Administrative agent fees related to rental units shall be paid by the developer/owner.

(b) Administrative agent fees related to initial sale of units shall be paid by the developer.

(c) Administrative agent fees related to resales shall be paid by the seller of the affordable home.

(d) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:

(a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;

(b) Affirmative marketing:

(1) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.

(2) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.

(c) Household certification.

(1) Soliciting, scheduling, conducting and following up on interviews with interested households.

(2) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

(3) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.

(4) Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.

(5) Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.

(6) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

(d) Affordability controls.

(1) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

(2) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.

(3) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

(4) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.

(e) Records retention.

(1) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.

(2) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(f) Resales and re-rentals.

(1) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.

(2) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

(g) Processing requests from unit owners.

(1) Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.

(2) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.

(3) Notifying the municipality of an owner's intent to sell a restricted unit.

(4) Making determinations on requests by owners of restricted units for hardship

waivers.

(h) Enforcement.

(1) Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

(2) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

(3) Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

(4) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

(5) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(i) The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

C. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

(a) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

(b) The total number of units in the project and the number of affordable units.

(c) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

(d) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

(e) A projected construction schedule.

(f) The location of any common areas and elevators.

(g) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to 1 above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

(a) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

(b) Provide to the administrative agent a description of any applicable fees.

(c) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

(d) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.

(e) Provide to the administrative agent a proposed form of lease for any rental units.

(f) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive that the tenant selection criteria for applicants for non-restricted units.

(g) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to 1, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

(a) Proposed pricing for all units, including any purchaser options and add-on items.

(b) Condominium or homeowner association fees and any other applicable fees.

(c) Estimated real property taxes.

(d) Sewer, water, trash disposal, and any other utility assessments.

(e) Flood insurance requirement, if applicable.

(f) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§150-19.4. Enforcement of Affordable Housing Regulations

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but 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 the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. 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 housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

(a) A fine of not more than $500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

C. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of

noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

D. 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 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- or moderate-income unit.

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

2. 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 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 the full 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 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 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.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and 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 housing 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.

4. 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 affordable 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 maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

5. Failure of the 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 that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable

amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals

1. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§150-19.6. Affordable housing set-aside.

A. Any site plan or subdivision application that creates five (5) or more new dwelling units shall set-aside 20% of the new units for low- and moderate-income households consistent with the requirements of this Article.

B. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.

C. All such affordable units shall be governed by this ordinance with respect to the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.

D. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.

E. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

F. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

G. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round to the nearest whole number of units, except as may be agreed to between the Township and a developer/redeveloper and which is approved by the Division, the Program, or a court of competent jurisdiction.

Article XXI

Development Fee

§ 150-21.1 Purpose.

A. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 150-21.2 Basic requirements.

B. The Township of Verona shall maintain an affordable housing trust fund to deposit all residential and non-residential development fees, payment in lieu of constructing affordable units, barrier- free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the Township in connection with its affordable housing programs.

C. The Township of Verona shall not spend, or commit to spend, any affordable housing trust funds, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification or by the Division pursuant to N.J.S.A. 52:27D-329.2.a(4). The Township shall not spend affordable housing trust funds unless the Program has approved a plan for spending such funds in accordance with N.J.S.A. 52:27D-329.2.a(4) or the Division has approved spending plan expenditures for emergent opportunities to create affordable housing after the Township has obtained compliance certification in conformance with N.J.A.C. 5:99-4.

§ 150-21.3 Residential development fees.

A. Within all of the Township of Verona Zoning Districts, residential developers shall pay a fee of 1% of the equalized assessed value for residential development, provided no increased density is permitted.

B. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized.

Example: If an approval allows for four units to be constructed on a site that was zoned for two units, the fees could equal 1% of the equalized assessed value on the first two units, and 6% of the equalized assessed value for the additional two units. However, if the zoning on the site has changed during the two-year period preceding the filing of such a variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

§ 150-21.4 Residential development fees - Eligible exactions; ineligible exactions and exemptions.

A. Affordable housing developments, developments where a developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality shall be exempt from development fees. All other forms of new construction shall be subject to development fees unless exempted below.

B. Developments that have received preliminary or final approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary

or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

C. Development fees shall be imposed and collected when an existing structure is expanded or undergoes a change to a more intense use. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

D. Developers of tax-exempt or not-for-profit projects shall be subject to a reduced development fee of 1%.

E. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

F. Developers of existing single family residential dwellings shall be exempt from development fees, including additions, renovations, rebuilding or replacement of an existing single-family dwelling and the construction of accessory buildings or other structures on the same lot as the principal dwelling, provided no increase in density is permitted.

§ 150-21.5 Nonresidential development fees.

A. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

B. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

C. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

§ 150-21.6 Nonresidential development fees - Eligible exactions; ineligible exactions and exemptions.

A. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

B. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

C. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (*N.J.S.A. 40:55D-8.1 through 8.7*), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

D. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy for the nonresidential development, whichever is later.

E. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Verona as a lien against the real property of the owner.

§ 150-21.7 Collection of fees.

A. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the issuance of the certificate of occupancy. No certificate of occupancy shall be issued to the developer until all remaining developer fees have been paid in full.

B. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the construction official responsible for the issuance of a building permit.

C. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

D. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

E. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

F. The construction official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

G. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

H. Should the Township of Verona fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c. 46 (*N.J.S.A. 40:55D-8.6*).

§ 150-21.8 Contested fees.

A. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation.

(1) Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Verona Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

B. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Verona Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 150-21.9 Affordable housing trust fund.

A. There is hereby created a separate, interest-bearing housing trust fund in Citizens Bank for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this article shall be deposited into this fund. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:

Deleted: Investors

(1) Payments in lieu of on-site construction of affordable units;

(2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

(3) Rental income from municipally operated units;

(4) Repayments from affordable housing program loans;

(5) Recapture funds;

(6) Proceeds from the sale of affordable units; and

(7) Any other funds collected in connection with Verona's affordable housing program.

B. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

C. With the approval of the Department's Division of Local Government Services, the municipality may invest its affordable housing trust fund in the State of New Jersey cash management fund, provided that the amount of money in the cash management fund that comprises the funds and income attributable to such funds shall at all times be identifiable.

D. All interest accrued in the affordable housing trust fund shall only be used on eligible affordable housing activities included in an approved spending plan or an emergent opportunity authorized by the Division.

§ 150-21.10 Use of funds.

A. Funds deposited in the housing trust fund may be used for any activity approved by the Program or a court of competent jurisdiction, or as approved by the Division as an emergent opportunity to create affordable housing, including but not limited to:

1. A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable, and costs related to the rehabilitation of the unit. Any recaptured funds from a rehabilitation program shall be deposited into a municipality's affordable housing trust fund and subject to the provisions thereof;

2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

3. Creation of a market to affordable program to pay down the cost of unrestricted units and offer them in sound condition, for sale or rent, at affordable prices to low- and moderate-income households to address all or a portion of the affordable housing obligation;

4. Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;

5. RCAs, approved prior to July 17, 2008;

6. Acquisition and/or improvement of land to be used for affordable housing;

8. The extension of expiring controls;

Deleted: 7. Accessory dwelling units;¶

9. The construction of group homes and supportive and special needs housing;

10. Maintenance and repair of affordable housing units;

11. To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

12. Affordability assistance in accordance with N.J.A.C. 5:99-2.5;

13. Repayment of municipal bonds issued to finance low- and moderate-income housing activity;

14. Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or

15. Any other activity approved by the Division.

B. Funds shall not be expended:

1. To reimburse the Township for activities that occurred prior to the authorization to collect development fees;

2. On attorney fees or court costs to obtain a judgment of compliance or order of repose, including any associated administration costs;

3. On any costs in connection with a challenge to a determination of the municipality's fair share obligation; or

4. On any costs in connection with a challenge to the municipality's obligation, housing element, or fair share plan.

C. The Township shall set aside a portion of development fees collected and interest earned from the affordable housing trust fund for the purpose of providing affordability assistance to very low-, low-, and moderate-income households in affordable units included in the municipal fair share plan.

(1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, and rental assistance.

(2) Affordability assistance for very-low-income households may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in a municipal fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

(3) Township of Verona may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, or any program or activity for which the Township expends development fee proceeds.

D. No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration, in accordance with N.J.A.C. 5:99-2.4 and the following:

(1) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement

affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the Township of resolving a challenge pursuant to the Program.

(2) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

(3) The proportion of a Township employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the Township affordable housing trust fund.

E. Development fees collected by the Township shall be expended or committed for expenditure within four years of the date of collection.

(1) The funds have been spent on a housing activity in accordance with N.J.A.C. 5:99-2.3;

(2) The Division has been provided with an executed contract or legally enforceable agreement funding the implementation of an allowable housing activity in accordance with N.J.A.C. 5:99-2.3, and the following, as applicable: a municipal resolution or ordinance creating the affordable housing program, a policy and procedures manual, and completion of affordable housing trust fund and unit monitoring, indicating units completed or rehabilitated, or the municipality has otherwise demonstrated a firm and binding obligation to spend such funds in a manner consistent with addressing its respective affordable housing obligation;

(3) For affordability assistance expenses, the Division has been provided with the following: demonstration of a firm and binding obligation to spend such funds in a manner consistent with addressing the affordability assistance obligation required by the Act or a municipal resolution or ordinance and an executed contract or agreement for expenses related to providing affordability assistance to existing low- and moderate-income households, a policies and procedures manual for any affordability assistance program executed by the municipality, and a contract with an administrative agent to carry out the program if applicable; or

(4) For administrative expenses, the Division has been provided with the following: a municipal resolution or ordinance and an executed contract or agreement for expenses related to administering affordable housing.

§ 150-21.11 Barrier Free Escrow.

B. The Township may collect fees to adapt affordable unit entrances to be accessible in accordance with the Act and the Barrier Free Subcode, N.J.A.C. 5:23-7. Funds collected for this purpose shall at all times be identifiable from other funds, and shall be identified in the monitoring reports submitted to the State pursuant to N.J.A.C. 5:99-5.

§ 150-21.12 Payments in lieu of constructing affordable units on-site

A. Payments in lieu of constructing affordable units shall not be imposed on any non-residential development.

B. Payments in lieu of constructing affordable units shall be identified on its monitoring report pursuant to N.J.A.C. 5:99-5.2.

C. Pursuant to N.J.A.C. 5:99-2.7, the Township shall specify in its Spending Plan the intended use of any payments in lieu of constructing affordable units on site.

D. Residential development fees shall not be charged in connection with any development that makes a payment in accordance with this section.

§ 150-21.13 Other funds

The affordable housing trust fund may also contain recaptured funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, and any other funds collected by the Township in connection with its affordable housing programs. The Township shall identify any such funds on its monitoring report pursuant to N.J.A.C. 5:99-5 and include a plan for the use of the funds in its spending plan.

§ 150-21.11 Monitoring.

On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 150-21.12 Ongoing collection of fees.
The ability for the Township of Verona to impose, collect and expend development is subject to maintaining its status as a compliant municipality,. If the Township of Verona fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose or compliance certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (*N.J.S.A. 52:27D-320*). Should the Township's compliant status lapse, it shall submit an updated spending plan in accordance with the time frames set forth at N.J.S.A. 52:27D-304.1 for municipal submission of a housing element and fair share plans in order to renew control over the collection and spending of its trust funds.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION
This ordinance shall be a part of the Code of the Township of Verona as though codified and fully set forth therein. The Municipal Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that

the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 *XXXX* AND *XXX*

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION: DATE – Referred to Planning Board for Consistency Review
PUBLIC HEARING:
EFFECTIVE DATE:

RESOLUTION 2026-013
of the
PLANNING BOARD
of the
TOWNSHIP OF VERONA

WHEREAS, on February 23, 2026 the Governing Body of the Township of Verona introduced Ordinance 2026-08 to repeal Articles XIX and XXI of Chapter 150 of the Township Zoning Code in its entirety and to replace those Articles with revised Articles XIX (Affordable Housing) and XXI (Development Fees); and

WHEREAS, the Governing Body referred the proposed ordinance to the Planning Board pursuant to the provision of NJSA 40:55D-26 to determine whether the proposed ordinance is consistent with the Master Plan; and

WHEREAS, the Planning Board determined at a meeting held on February 26, 2026 that there are no provisions within the proposed Ordinance that are inconsistent with the Master Plan; and

WHEREAS, NJSA 40:55D-26 provides in part that the Planning Board may make recommendations to the ordinance to the Governing Body that the Board deems appropriate; and

WHEREAS, the Board recommends to the Governing Body that the Ordinance be modified to:

- ensure that bedroom count numbers be rounded to the nearest whole number
- ensure that the Ordinance identifies the township's current banking institution
- remove references to Accessory Dwelling Unit from Section 150-21.10 A 7
- remove duplicate mentions of AC and utilities
- consolidate sections and remove duplicate language regarding units for sale and for rent.
- ensure that very low-income unit requirements are rounded to the nearest whole number.

NOW, THEREFORE, BE IS RESOLVED, by the Planning Board of the Township of Verona, Essex County, New Jersey, that the Planning Board does hereby authorize the Board Secretary to advise the Governing Body of the Board's determination that the proposed ordinance is not inconsistent with the Master Plan; and to inform the Governing Body of the recommendations contained herein;

NOW THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Township Manager, Township Council and Township Clerk.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-09

AMENDING CHAPTER A565 – FEES OF THE TOWNSHIP CODE, SPECIFICALLY SECTIONS A565-1 SCHEDULE OF FEES, A565-3 ADMINISTRATIVE FEES AND OTHER FEES AND A565-6 UNIFORM AND CONSTRUCTION CODE FEES

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

SECTION 1: Chapter A565 of the Township Code is amended as follows: [Added text is **emboldened**, and text being eliminated is shown in ~~*strikethrough italics*~~.]

§ A565-1Schedule of fees.

Type			Fee
Ch. 156, Blasting [Added 6-7-2021 by Ord. No. 2021-17]			
		§ 156-4, Application fee blasting permit	$1,000 plus $100 per day of proposed blasting activity
		§ 156-5E, Fee for furnishing list of property owners	$40
	Conversion fee, per unit		$150
	Basic filming fee		$75
	Basic filming permit with expedited processing		$125
	Daily filming fee, per day		$500
	Basic filming permit, nonprofit/educational		$25
	Annual registration		
		15,000 square feet and over	$370
		10,000 to 14,999 square feet	$250
		5,000 to 9,999 square feet	$130
		1,000 to 4,999 square feet	$80
		251 to 999 square feet	$50
		Up to 250 square feet	$30
	After Annual Registration		
	Residential Certificate of Compliance		
	11 or more business days in advance		**$50**
	4-10 business days in advance		**$70**
	3 or less business days in advance		**$125**
	Commercial Certificate of Compliance		
	0-5,000 square feet		**$100**
	5,001-20,000 square feet		**$150**
	Over 20,001 square feet		**$225**
	Permit fees for storage of flammable, combustible, hazardous and unstable materials in liquid, gas or solid form		

Ch. 519, Water and Sewers		
Type		**Fee**

Inspection of service line	$25
Minimum charge for test to determine accuracy of water meter	$20
Basic rate per 1,000 gallons of water consumed:	
Current rate (effective January 1, 2022)	$5.92
Temporary water surcharge (expiring 12/31/2024)	$1

Type	**Fee**
Minimum rate for water for any purpose on water consumed less than 3,000 gallons per quarter	
2024	$26.64
2025	$27.71
2026	$28.81
2027	$29.97
2028	$31.17
Installation of water services from main to curb (Township roads; additional cost for county or state highways based on time and material):	
Size (inches)	
3/4	$600
1	$700
1 1/2	$800
2	$1,000
Furnishing and installing meter other than for one- or two-family dwellings	
Size (inches)	
5/8 x 3/4	$250
1	$350
1 1/2	$550
2	$850
Servicing of water meter	
Minimum charge for all repairs	$25
Relocation of service line	
Cost of new service, plus specified amount for discontinuance of existing service	$150
Water used for construction purposes	
Minimum charge	$100
Use of nonmetered fire plug and hydrant, annually, per hydrant	$500
Cost of shutting off water as Township action	$20
Cost of turning on water as Township action	$20
Cost of shutting off water at owner's request	$20
Cost of turning on water at owner's request	$20
Application for installation of refrigeration and air-conditioning system	$15
Final reading	~~$25~~ **$50**
Building sewer permit	$50
Sewer extension permit	$100
Quarterly sewer user charge for all users, per equivalent connection (billed in quarterly installments)	

§ A565-3Administrative and other fees.

[Added 4-5-1999 by Ord. No. 1-99; amended 3-21-2005 by Ord. No. 5-2005; 12-8-2015 by Ord. No. 16-15]

Administrative and other fees are as follows:

Type	Fee
Tax Map	$5
Township Map	$1
Reproduction	
Letter size, per page	$0.05
Legal size, per page	$0.07
Special Service Charge – Body Worn Camera Footage	
Adoption of Fee Ordinance – 6/30/2026	**$37.47/hr ($0.62/minute)**
July 1, 2026 – December 31, 2026	**$38.57/hr ($0.64/minute)**
January 1, 2027 – December 31, 2027	**$40.86/hr ($0.68/minute)**
Requests for body worn or dash cam footage with run times of less than one (1) hour shall be provided free of charge	
The special service fee shall not apply to discovery requests or requests made by individuals who are listed in a police report or who have a direct on-camera interaction with police officer	
Transaction Fees	
Credit and Debit Card	**Up to 3.4% + $0.30**
Google and Apple Pay	**Up to 3.4% + $0.30**
E-Check and ACH	**Up to $1.95 or 0.65%** ***depending on platform***
Transaction fee will not exceed the actual cost to the Township	
Flood hazard area determination certification	$20
Duplicate tax bill - same tax bill in same fiscal year [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]	
First duplicate copy	$5
Each subsequent duplicate copy	$25
Copy of tax history	$3
Copy of water history	$3
Returned check (all Township departments) [Amended 8-19-2019 by Ord. No. 2019-20]	$20
Duplicate tax sale certificate [Added 8-19-2019 by Ord. No. 2019-20]	$100
Tax sale certificate redemption [Added 8-19-2019 by Ord. No. 2019-20]	$50
Public improvement projects with specifications, per set	$50
Public improvements projects with plans and specifications, per set	$75

§ A565-6 Uniform Construction Codes fees.

[Added 4-5-1999 by Ord. No. 1-99; amended 3-18-2002 by Ord. No. 5-2002; 9-3-2002 by Ord. No. 8-2002; 3-21-2005 by Ord. No. 4-2005; 10-22-2007 by Ord. No. 14-07; 11-1-2010 by Ord. No. 11-10; 12-8-2015 by Ord. No. 16-15; 2-11-2019 by Ord. No. 2019-07]

F. Certificate fees.

(1) The fee for a certificate of occupancy for new construction shall be 10% of the building permit or a minimum fee of $100.

(2) The fee for a **Non-UCC** certificate of continued occupancy, for certificate of occupancy granted pursuant to a change of use, and for multiple certificates of occupancy shall be $100.

(3) The fee for a temporary certificate of occupancy for a multifamily dwelling or commercial use shall be $100. A temporary certificate of occupancy shall expire 90 days from the date issued. An extension may be applied for and, if granted, there shall be an additional fee of $100 charged.
(4) The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be $100.

SECTION 2: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION 3: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION 5: CODIFICATION

The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 ISSUES OF MARCH 2, 2026 AND *XXX*.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-10

AMENDING CHAPTER 150 "ZONING" OF THE CODE OF THE TOWNSHIP SPECIFCALLY ARTICLE XVI, "ADMINISTRATION AND ENFORCEMENT" SECTIONS 16.1 – 16.8

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

SECTION 1: Chapter 150-16.1-16.8 of the Township Code is amended as follows: [Added text is **emboldened and underlined**, and text being eliminated is shown in ~~*strikethrough italics*~~.]

§ 150-16.1. Enforcing officer.
The Zoning Officer shall enforce the provisions of this chapter. **The Zoning Officer** ~~He~~ may require any member of the Police, Fire or Health Department or other department to report to **them** ~~him~~, in writing, any violation of the provisions of this chapter.

§ 150-16.2. Building permit, certificate of occupancy and conditions of approval.
A. Building permits. No person shall construct, erect, repair or make any alteration to or restoration of any structure or swimming pool until **they have** ~~he shall be~~ applied for and secured a building permit from the Construction Official **or their designee**.
B. Certificates of Occupancy or **Non-UCC Certificates of Continued Occupancy**. No person shall occupy or use or change the occupation or use of, in whole or in part, any building or structure until **they have** ~~he shall~~ have applied for and secured a certificate of occupancy **or Non-UCC certificate or continued occupancy** therefor from the ~~Chief Building Inspector~~ **Construction Official or designee.**
C. Conditions of approval. No person shall construct, erect, repair or make any alteration to or restoration of any structure that does not comply with any and all conditions required at the time of approval.

§ 150-16.3. Application requirements.
A. Building permits.
   (1) Unless otherwise provided by this chapter, applications for building permits shall be submitted to the **Construction Official or designee** ~~Chief Building Inspector~~ in the manner prescribed by the **Uniform Construction Code of New Jersey and Township of Verona Code** ~~Building Code of the Township of Verona~~, including the amendments and supplements thereto.
   (2) For all apartment houses, all plans submitted for approval to the Department of Community Affairs shall contain on the plan a breakdown giving the number of apartments, number of bedrooms per apartment, percentage of land covered and the total square foot area of the lot.
B. Certificates of occupancy and **Certificates of Continued Occupancy**. Applications for certificates of occupancy **and Non-UCC certificates of continued occupancy** shall be submitted to the **Construction Official or designee** ~~Chief Building Inspector~~ in the manner prescribed by the **Uniform Construction Code of New Jersey and Township of Verona Code** ~~Building Code of the Township of Verona~~, including the amendments and supplements thereto.

§ 150-16.4. Issuance of permits and certificates.
A. Building permits**,** ~~and~~ certificates of occupancy**, and Non-UCC certificates of continued occupancy** shall be issued by the **Construction Official or designee** ~~Chief Building Inspector~~.
B. Determination required as prerequisite to issuance.
   (1) The **Construction Official or designee** ~~Chief Building Inspector~~ shall issue building permits**,** ~~or~~ certificates of occupancy**, or Non-UCC certificates of continued occupancy** only after **they** ~~he shall~~ have determined that the building, structure or use is one permitted under the provisions of this chapter and that any and all conditions required at the time of approval have been addressed.
   (2) To assist the **Construction Official or designee** ~~Chief Building Inspector~~ in making

such a determination, **they** ~~he~~ may require any member of the Police **Department**, Fire **Department,** ~~or~~ Health Department**, Bureau of Fire Prevention** or other department to make an investigation of the premises in question and to report to **them** ~~him~~ the findings of such investigation.

(3) **When the building being occupied is not new construction or renovated the Construction Official or Designee shall instruct the Bureau of Fire Prevention to conduct an occupancy inspection prior to the building being occupied and must receive a commercial certificate of compliance**

§ 150-16.5. Notice of denial to permit a certificate.

If the **Construction Official or designee** ~~Chief Building Inspector~~ shall determine that a building, structure or use is not permitted under any provision of this chapter, **they** ~~he~~ shall give written notice thereof to the applicant **and Zoning Officer** as follows:

A. Such notice shall state in what respects the building, structure or use does not conform to such provision or provisions, and shall contain a brief description of the building, structure or use to which the notice refers in terms sufficient to identify it and its location.

B. The notice may be served upon the applicant by registered or certified mail, return receipt requested, or where such resides in the Township of Verona, in person or by leaving it at **the applicants** ~~his~~ usual place of residence with a member of **their** ~~his~~ family above the age of **18** ~~14~~ years. Where lands are held by joint tenants, tenants in common or tenants by the entirety, service upon one of the owners shall be sufficient and deemed and taken as notice to all.

§ 150-16.6. Violations and penalties.

A. Any owner, general agent, contractor or tenant of any building or premises or part thereof, in which the premises or part thereof is in violation of any provision of this chapter has been committed or shall exist, or any other person who commits, takes part or assists in such violation or who maintains any building or premises in which any such violation shall exist; or any person who constructs, alters, restores, repairs, reconstructs, converts or maintains, or permits the construction, alteration, restoration, conversion or maintenance of, any building or structure, or who uses, maintains or permits the use or maintenance of any land, building or structures, in violation of any provisions of this chapter, shall, upon conviction, be subject to a fine not to exceed $1,250 or imprisonment for a term not to exceed 90 days, or both, at the discretion of the court.

B. For every day that a use or structure in violation of any provision of this chapter is permitted to exist or is continued in any building or location, a distinct violation of this chapter shall be deemed to have been committed.

C. Any owner, agent, or tenant of any building or premises or part thereof, in which premises or part thereof occupies or uses the structure, or any other person who commits, takes part or assists in such, in violation of any provisions of this chapter, shall, upon conviction, be subject to a fine, for the first offense, of $1,250. For the second and subsequent violation, the fine shall be equal to the annual cost of the education of a student in the schools in the Township of Verona. Said fines shall be recovered in a civil action, in a summary proceeding, in the name of the municipality, pursuant to the Penalty Enforcement Law, N.J.S.A. 2a:58-10 et seq., said proceeding shall be commenced in the municipal court of the Township of Verona for the enforcement of the penalty provided for herein. [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

D. Complaints of violations. Any person may file a complaint if there is any reason to believe a violation of this chapter exists. All such complaints must be in writing and shall be filed with the Zoning Officer, who shall properly record such complaint and immediately investigate.

E. Procedures for abatement of violations.

(1) In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained or any building, structure of land is used in violation of this chapter or of any ordinance or regulation made under authority conferred hereby, the Zoning Officer or other proper official, in addition to other remedies, may institute any appropriate legal action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; to restrain, correct or abate such violation; to prevent the occupancy of said building, structure or land; or to prevent any illegal act, conduct business or use about such premises.

(2) A violation of any of these terms of this chapter shall be abated within five days, or within as reasonable time as may be determined, after written notice has been served, either by mail or personal service.

§ 150-16.7. Amendments.
All amendments to this chapter and to the Zoning Map, which forms a part hereof, shall be adopted in accordance with the provisions of New Jersey law.

§ 150-16.8. Interpretation of provisions.
In the interpretation and the application of the provisions of this chapter, they shall be held to be the minimum requirements for the promotion of the health, safety, morals and general welfare. It is not intended to interfere with or abrogate or annul other rules, regulations or ordinances; provided, that, where this chapter imposes greater restrictions, the provisions of this chapter shall apply.

SECTION 2: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION 3: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION 5: CODIFICATION
The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 FEBRUARY 27, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026 - *Referred to the Planning Board for consistency review*
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-11

AMENDING CHAPTER 390 PROPERTY MAINTENANCE, ARTICLE II LEAD BASED PAINT HAZARD INSPECTION REQUIREMENTS FOR RENTAL DWELLINGS, SPECIFICALLY PARAGRAPH 5-G

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

SECTION 1: Chapter 390 article II of the Township Code is amended as follows: [Added text is **emboldened**, and text being eliminated is shown in ~~*strikethrough italics*~~.]

G. The fees for a lead-based paint inspection shall be as follows:

(1) The fee for a visual assessment **will be $150 per unit when completed by a Township Inspector and $250 per unit if completed by a contracted vendor**.

(2) The fee for the filing of a lead-safe certification or lead-free certification shall be $25.

(3) In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.

(4) In accordance with N.J.S.A. 52:27D-437.16h, an additional fee of $20 per dwelling unit inspected by the Township's lead inspector or the owner's private lead inspector shall be assessed for the purposes of the Lead Hazard Control Assistance Act (N.J.S.A. 52:27D-437.1 et seq.) unless the unit owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of $20. The fees collected pursuant to this subsection shall be deposited into the Lead Hazard Control Assistance Fund.

(5) Reinspection/clearance: **$150 per unit when completed by a Township Inspector and $250 per unit if completed by a contracted vendor**.

(6) XRF lead inspection: $150/unit per lead free.

SECTION 2: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION 3: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION 5: CODIFICATION
The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 ISSUES OF MARCH 2, 2026 AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: February 23, 2026
PUBLIC HEARING: March 9, 2026
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-

ESTABLISHING NEW CHAPTER 382 OF THE TOWNSHIP CODE ENTITLED "PEST CONTROL UPON DEMOLITION OR MOVING OF BUILDINGS

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

SECTION 1: Chapter 382 of the Township Code is created to read as follows:

§ 382 Pest Control Upon Demolition or Moving of Buildings

§ 382-1 Establishment; prohibited acts.

A. It shall be unlawful to demolish, raze or move a building, dwelling or structure vacated or otherwise in the Township unless provisions are made for rodent and vermin eradication or proof that such infestation does not exist. Proof of such must be submitted to the Health Department 14 days prior to the commencement of demolition, razing, or moving and once every 30 days thereafter until the completion of such demolition, razing, or moving. The owner, agent, or individual(s) responsible for the demolition, razing, or moving of a building, dwelling, or structure shall ensure that the building, dwelling, or structure subject to demolition, razing or moving shall remain free of rats, rodents, or other vermin for the duration of the demolition, razing or moving process by hiring a commercial pesticide applicator licensed by the State of New Jersey Department of Environmental Protection.

§ 382-2 Violations and penalties.

A. Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be subject to the penalties set forth in Chapter 1, Article II, General Penalty, of the Township Code.

SECTION 2: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION 3: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION 5: CODIFICATION
The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 *XXX* AND *XXX*.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-

AMENDING CHAPTER 150 "ZONING", ARTICLE VII REGULATIONS GOVRNING CERTAIN ACCESSORY USES, SPECIFICALLY, SECTIONS 5 AND 13

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

SECTION 1: Chapter 150, Article VII of the Township Code is amended as follows: [Added text is **emboldened**, and text being eliminated is shown in ~~*strikethrough italics*~~.]

§ 150-7.5 Permanent and portable swimming pools.

~~A. Permanent and portable swimming pools accessory to a residential use shall be erected on the same zone lot as the principal structure. Said pool may be erected in the rear yard of the zone lot. The wall of the swimming pool shall be located no closer than 10 feet to a side or rear yard line nor closer to a street than the principal building to which it is accessory, nor within 10 feet of the principal building. All such pools shall be suitably fenced in accordance with the Township of Verona requirements.~~
~~B. All filtration equipment and pumps shall be located not less than five feet from any property line.~~
~~C. These regulations shall not apply to portable swimming pools which are less than two feet in height and pool regulations set forth and adopted by the Uniform Construction Code.~~

A. Location
Permanent and portable swimming pools accessory to a residential use shall be erected on the same zone lot as the principal structure. Said pool may be erected only in the rear yard of the zone lot. The wall of the swimming pool shall be located no closer than 10 feet to a side or rear yard line nor closer to a street than the principal building to which it is accessory, nor within 10 feet of the principal building.

B. Applicability
Notwithstanding any provision of this chapter regulating mechanical equipment, swimming pool equipment shall be governed exclusively by this section and shall not be deemed "mechanical equipment" for purposes of yard encroachment or building-mounted equipment limitations.

C. Distance from Pool
Swimming pool equipment, consisting of filtration, pumps, heaters and other appurtenances shall be located no closer than five (5) feet from the inside wall of the swimming pool, or such greater distance as may be required by the Uniform Construction Code, electrical code, plumbing code, or any other applicable safety regulation.

D. Distance from Property Lines
Swimming pool equipment shall be located not less than five (5) feet from any property line.

E. Yard Location
Swimming pool equipment shall be permitted only in the rear yard and shall not be located within any front or side yard, except as expressly approved by variance.

F. Noise, Screening, and Safety
All swimming pool equipment shall be:

(1) Installed in compliance with all applicable building, electrical, and safety codes;
(2) Screened from view of adjacent properties by landscaping, fencing, or other approved methods
(3) Operated so as not to create a noise nuisance or disturbance to adjoining properties.

§ 150-7.13 Mechanical equipment. **(Building-Serving Equipment)**

~~A. No mechanical equipment shall be located within a required minimum yard requirement and shall not extend more than five feet from the structure for which they serve.~~

~~B. No generator shall be permitted within a side yard.~~

A. Applicability
This section shall apply to mechanical equipment serving a principal or accessory structure, including HVAC units, condensers, and similar building-service equipment.

B. Exclusions
This section shall not apply to swimming pool equipment, which is regulated separately under § 150- 7.5.

C. Yard Restrictions
No mechanical equipment regulated by this section shall be located within a required minimum yard, nor shall such equipment extend more than five (5) feet from the structure it serves.

D. Generators
No generator shall be located within a side yard.

SECTION 2: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION 3: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION 5: CODIFICATION
The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 XXX AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

ADOPTING THE FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN FOR THE TOWNSHIP OF VERONA

WHEREAS, The Township of Verona has prepared a Housing Element and Fair Share ("HEFSP") in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301).; and

WHEREAS, The Township of Verona first adopted Ordinance 2007-01, a development fee ordinance on March 5, 2007 to begin funding its affordable housing trust fund.; and

WHEREAS, all development fees, payments in-lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited into this separate, interest-bearing Affordable Housing Trust Fund "Trust Fund" for the purposes of affordable housing, these funds shall be spent in accordance with applicable affordable housing regulations; and

WHEREAS, N.J.A.C. 5:99 requires that a municipality which has adopted a HEFSP and intends to collect development fees and other permitted revenues to fund the implementation of an approved HEFSP shall adopt a plan for spending current funds and funds anticipated to be collected during the affordable housing round ("spending plan"); and

WHEREAS, the most recent spending plans were adopted by the Township in June of 2023 for the implementation of the Township's Third Round HEFSP and in June of 2025 for the implementation of the Township's Fourth Round HEFSP.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona in the County of Essex, New Jersey hereby adopts the Amended Fourth Round Spending Plan that is attached hereto as Exhibit A.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

EXHIBIT A

YOUR GOALS. OUR MISSION.

AMENDED TOWNSHIP OF VERONA

FOURTH ROUND AFFORDABLE HOUSING SPENDING PLAN

February 26, 2026

INTRODUCTION

The Township of Verona has prepared a Housing Element and Fair Share ("HEFSP") in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the Fair Housing Act (N.J.S.A. 52:27D-301). The Township of Verona first adopted a development fee ordinance on March 5, 2007 to begin funding its affordable housing trust fund.

N.J.A.C. 5:99 requires that a municipality which has adopted a HEFSP and intends to collect development fees and other permitted revenues to fund the implementation of an approved HEFSP shall adopt a plan for spending current funds and funds anticipated to be collected during the affordable housing round ("spending plan"). The most recent spending plans were adopted by the Township in June of 2023 for the implementation of the Township's Third Round HEFSP and in June of 2025 for the implementation of the Township's Fourth Round HEFSP.

All development fees, payments in-lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited into this separate, interest-bearing Affordable Housing Trust Fund "Trust Fund" for the purposes of affordable housing. These funds shall be spent in accordance with applicable affordable housing regulations.

1. REVENUES FOR CERTIFICATION PERIOD

As of January 1, 2026, the Township of Verona has a balance of **$3,305,602** in its Affordable Housing Trust Fund. All of Verona's development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, interest generated on the trust fund, and other permitted revenues, are deposited in separate interest-bearing affordable housing trust funds in Citizens Bank for the purposes of affordable housing. All housing trust fund monies shall be spent in accordance with current affordable housing rules as described in the sections that follow.

To date, the Township has collected **$683,330** in fees and interest and **$3,250,000** in payments in lieu of construction of on-site affordable housing. The Township has expended **$480,030** on affordable housing activities and **$170,530** in consulting fees and other administrative costs.

The Township projects the following revenue through the end of Round 4 (June 30, 2035).

(a) Development fees: Based on historical trends, the Township is estimating annual development fees that total **$194,424** through June 30, 2035.

(b) Payment in lieu (PIL): The Township does not currently anticipate the contribution of any payments in lieu for the municipal Affordable Housing Trust Fund through June 30, 2035.

(c) Other funding sources: The Township does not anticipate any other funding sources through June 30, 2035.

(d) Projected interest: It is estimated that the Township of Verona will collect approximately **$3,257** in total interest through June 30, 2035.

TABLE 1: PROJECTED REVENUES
Affordable Housing Trust Fund, January 1, 2026 through June 30, 2035

Source	1/1/26-12/31/26	1/1/27-12/31/27	1/1/28-12/31/28	1/1/29-12/31/29	1/1/30-12/31/30	1/1/31-12/31/31	1/1/32-12/31/32	1/1/33-12/31/33	1/1/34-12/31/34	1/1/35-6/30/35	Total
a) Development Fees	$15,000	$20,000	$22,000	$20,000	$20,400	$20,808	$21,224	$21,649	$22,082	$11,262	$194,424
b) PIL Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
c) Other Funds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
d) Interest	$212	$585	$439	$297	$108	-$3	$186	$380	$579	$475	$3,257
Total	**$15,212**	**$20,585**	**$22,439**	**$20,297**	**$20,508**	**$20,805**	**$21,410**	**$22,028**	**$22,661**	**$11,737**	**$197,682**

The Township of Verona projects a total of **$197,682** in revenue and interest to be collected between January 1, 2026 and June 30, 2035. This projected amount, when added to the Township of Verona's trust fund balance of **$3,305,602** results in anticipated total revenue of **$3,503,284** available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township's development fee ordinance for both residential and non-residential developments in accordance with all applicable rules, regulations and legislation.

(b) Distribution of development fee revenues:

The release of funds requires adoption by the governing body of a resolution in accordance with the spending plan. 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.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The Township of Verona anticipates utilizing its trust fund resources as follows:

(a) **Creation of Affordable Housing (N.J.A.C. 5:99-2.3)**

- As described in Verona's Housing Element and Fair Share Plan, the Township collected a **$3,250,000** payment in-lieu of creating on site affordable housing from the Sunset Avenue / Spectrum 360 Redeveloper which will be committed to paying down Township debt accumulated to create the 100% affordable Verona Flats project during the Third Round.
- The Township will commit up to **$150,000** to a special needs housing provider to offset costs related to the creation of a three-bedroom group home at 885 Bloomfield Avenue.

(b) **Administrative Expenses (N.J.A.C. 5:99-2.4)**

The Township is permitted to spend up to 20% of the of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA (regional contribution agreement), on administrative expenses. Because "affordable housing trust funds" includes payments in lieu of constructing affordable units on site, the Township's administrative expenses allowance is estimated at **$662,712**, as detailed in Table 2, below. The Township has never run an RCA.

Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Affordable Housing Dispute Resolution Program ("Program"), including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program. Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

The Township projects that a maximum of **$103,284** will be spent from the affordable housing trust fund on administrative expenses over the course of the Fourth Round.

TABLE 2: ADMINISTRATIVE EXPENSE CALCULATION		
		Total
Actual trust fund revenues through January 1, 2026		**$683,330**
Projected development fees and interest through June 30, 2035	+	**$197,682**
Other projected revenues through June 30, 2035	+	**$3,250,000**
Sum of trust fund revenues	=	**$4,131,012**
Less revenues expended on RCA Programs	-	**0**
Net trust fund revenues		**$4,131,012**
20% Maximum for Admin. Expense	x .20	**$826,202**
Less Admin through 1/1/2026	-	**163,490**
Available for Admin. Through June 30, 2035	=	**$662,712**

(c) **Affordability Assistance (N.J.A.C. 5:99-2.5)**

The Township is required to "set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipality's fair share plan". This may use of funds to subsidize the creation of very-low income housing, including special needs and supportive housing.

As previously stated, the Township will make **$150,000** available to a special needs housing operator to offset costs related to the creation of a group home at 885 Bloomfield Avenue, constituting a qualifying affordability assistance expenditure.

4. EXPENDITURE SCHEDULE

The Township of Verona intends to expend its affordable housing trust funds on the schedule detailed in Table 3. In accordance with N.J.A.C. 5:99-5.5, the Township will spend or commit to expend all development fees on authorized activities or purposes within four years of the date of collection.

TABLE 3: EXPENDITURE SCHEDULE											
Projects/Program	**Projected Expenditure Schedule July 1, 2025 – December 31, 2035**										
	1/1/26-12/31/26	**1/1/27-12/31/27**	**1/1/28-12/31/28**	**1/1/29-12/31/29**	**1/1/30-12/31/30**	**1/1/31-12/31/31**	**1/1/32-12/31/32**	**1/1/33-12/31/33**	**1/1/34-12/31/34**	**1/1/35-6/30/35**	**Total**
Verona Flats Debt Payment	$3,250,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,250,000
885 Bloomfield Group Home Subsidy	$0	$37,500	$37,500	$37,500	$37,500	$0	$0	$0	$0	$0	$162,000
Administrative Expenses	$0	$0	$0	$0	$11,284	$0	$0	$0	$0	$92,000	$150,000
Total	**$3,250,000**	**$37,500**	**$37,500**	**$37,500**	**$37,500**	**$11,284**	**$-**	**$-**	**$-**	**$92,000**	**$3,503,284**

5. EXCESS OR SHORTFALL OF FUNDS

In the event of excess funds, the Township will commit surplus revenues toward buying down low-income units to make them affordable to very low-income households. In the event that a shortfall of anticipated revenues occurs, the Township of Verona will address the shortfall of funds through an alternative funding source to be identified by the Township, or the Township will amend its spending plan to reduce the amount of funds available for the affordability assistance program and administrative expenses. The Township adopted a resolution of intent to fund its fourth round affordable housing obligation on June 23, 2025.

6. BARRIER- FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Township of Verona's Affordable Housing Ordinance and in accordance with N.J.A.C. 5:99.

SUMMARY

The Township intends to spend affordable housing trust fund revenues pursuant to applicable rules and to be consistent with the housing programs outlined in the 2025 Housing Element and Fair Share Plan and the 2026 Amendment to the Housing Element and Fair Share Plan.

The Township's Affordable Housing Trust Fund has a balance of **$3,305,602** as of January 1, 2026 and estimates a total of **$197,682** in potential revenue and interest to be collected by June 30, 2035, when the fourth round ends. This projected amount, when added to the Township of Verona's trust fund balance results in anticipated total of **$3,503,284** of trust funds available to fund and administer its affordable housing plan. The Township intends to exhaust its current and projected trust funds as shown in Table 4, Spending Plan Summary, below.

TABLE 4: SPENDING PLAN SUMMARY

		Total
Balance as of January 1, 2026		**$3,305,602**
Projected Revenue Through June 30, 2035		
Development fees	+	**$194,424**
Payments in lieu of construction	+	**$0.00**
Other funds	+	**$0.00**
Interest	+	**$3,257**
Total Available Funds		**$3,503,284**
Projected Expenditures through 2035		
Verona Flats Debt Payment	+	**$3,250,000**
Affordability Assistance, 885 Bloomfield Group Home		**$150,000**
Administration	+	**$103,284**
Total Projected Expenditures	=	**$3,503,284**
Remaining Balance	=	**$0.00**

*Administrative expenses are limited to 20 percent of what is actually collected.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

ADOPTING AN "AFFIRMATIVE MARKETING PLAN" FOR FOURTH ROUND AFFORDABLE HOUSING

WHEREAS, in accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 *et seq*.), the Township of Verona is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to very low-, low- and moderate-income households, particularly those living and/or working within Housing Region 2, the Housing Region encompassing the Township of Verona.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona, County of Essex, New Jersey, does hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Verona is located in Housing Region 2, consisting of Essex, Morris, Union, and Warren Counties.

B. The Township of Verona has a plan to address both its Prior Round Obligation (1987-2025) and its Fourth Round Obligation (2025-2035). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low-, low- and moderate-income units, including those that are part of the municipality's Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.

C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the *Township of Verona*, or the Administrative Agent of any specific developer approved by the municipality.

D. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.

E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days prior to expected occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low-, low- and moderate-income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Township of Verona or on behalf of a specific developer, shall meet the following requirements at a minimum:

   1. The primary marketing and advertising must be employed at the start of the marketing program and continue until all units are leased or sold or until the number of applications received is at least three times the number of units.

Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

2. The advertisements shall, at a minimum, include:
   a. The name and location of the housing project;
   b. An address sufficient to find directions to the housing units;
   c. A range of prices or rents for the affordable housing units;
   d. The sizes, as measured in number of bedrooms of the affordable housing units;
   e. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
   f. The number of units available to very low-, low-, and moderate-income households;
   g. The accessibility features, if any, of the affordable housing units;
   h. The maximum income permitted to qualify for the affordable housing units;
   i. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;
   j. Where applications (paper and online) for the affordable housing units may be found;
   k. The expected lease-up/closing date(s) for the affordable housing units;
   l. The expected date of the random selection;
   m. The business hours when interested households may obtain paper applications for the affordable housing units;
   n. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;
   o. The name of the sales agent and/or rental manager; and
   p. Application fees, if any.
3. Affirmative fair marketing of affordable units must be completed in accordance with the requirements set forth in UHAC at N.J.A.C. 5:80-26.16 in all media and outlets required by the rules.
4. Each affordable housing development must complete worksheet substantially in the form of the model affirmative marketing worksheet published by the state.
5. Affordable units must be listed on the New Jersey Housing Resource Center's website (www.njhrc.gov) in accordance with N.J.A.C. 5:80-26.16(f)1 at least 60 days before the random selection.
6. Applications, or notices thereof, used as part of the affirmative marketing program must be available in the following locations:
   a. All county administration buildings in the Region
   b. All county libraries in the Region
7. Additional outreach will be provided to organizations or locations to be identified in any Settlement Agreement or the Compliance Certification.
8. The municipality's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing units.

G. The municipality's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Essex, Morris, Union, and Warren Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

H. The municipality's Administrative Agent shall develop, maintain and update a list of major employers in Essex, Morris, Union, and Warren_Counties that will aid in the affirmative marketing program.

I. A random selection method to select occupants of very low-, low- and moderate-income housing will be used by the municipality's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16(d). This Affirmative Marketing Plan provides a regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 2, which is comprised of Essex, Morris, Union, and Warren Counties, with a subordinate and secondary state-wide preference. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under

N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the municipality prior to the affirmative marketing of the units.

J. All developers/owners of very low-, low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the municipality's Administrative Agent.

BE IT FURTHER RESOLVED that the appropriate municipal officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

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

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Township of Verona 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. □ Age Restricted x Non-Age Restricted	1g. Approximate Starting Dates Advertising: During Construction Occupancy: Following Completion	
1h. County **Essex, Morris, Union, Warren**	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		

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

2 PIRHL/Cameco

2a. Administrative Agent Name, Address, Phone Number Conifer 1200 Howard Boulevard, suite 250 Mount Laurel, NJ 08054 Phone: 844-871-6798 Email: contactus@coniferllc.com	2b. Development or Program Name, Address Verona Flats 1 Linn Drive Verona, NJ 07044	
2c. Number of Affordable Units: 95 Number of Rental Units: 95 Number of For-Sale Units:	2d. Price or Rental Range From $988 To $1680	2e. State and Federal Funding Sources (if any) LIHTC
2f.	2g. Approximate Starting Dates	

□ Age Restricted X Non-Age Restricted	Advertising: During Construction Occupancy: Following Completion
2h. County **Essex, Morris, Union, Warren**	2i. Census Tract(s): 0210.00 Block 2301 Lots 11, 12, 14-19
2j. Managing/Sales Agent's Name, Address, Phone Number Verona Flats 1 Linn Drive Verona, NJ 07044 844-871-6798	
2k. Application Fees (if any): $30.00	

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. x Age Restricted □ Non-Age Restricted	3g. Approximate Starting Dates Advertising: Occupied Occupancy: Occupied	
3h. County **Essex, Morris, Union, Warren**	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.

Initial Randomization: Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

- After advertising is implemented, applications are accepted for 60 days.
- At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).
- An applicant pool is created by listing applicants in the order selected.
- Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.
- Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as the need for an accessible unit).
- If there are sufficient names remaining in the pool to fulfill re-rental needs anticipated over the next two years, the applicant pool shall be closed; however, if insufficient applicants remain on the list to cover the subsequent two years, the list may be kept open.
- When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of initial applicants.

III. MARKETING

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

☐ White (non-Hispanic) **X** Black (non-Hispanic) **X** Hispanic

☐ American Indian or Alaskan Native **X** Asian or Pacific Islander ☐ Other group:

3b.

HOUSING RESOURCE CENTER (njhousing.gov) A free, online listing of affordable housing **X**

Affordable Housing.com (affordablehousing.com) Affordable housing online search site **X**

NJ 2-1-1 (nj211.org) New Jersey's comprehensive information and referral organization **X**

Municipality Website: https://www.veronanj.org/affordablehousing **X**

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

X	ON-GOING	**WWW.NJHRC.ORG**	ENTIRE STATE
X	ON-GOING	**VERONANJ.ORG**	TOWNSHIP OF VERONA
TARGETS ENTIRE HOUSING REGION 2			
Daily Newspaper			
X	Once at the start of the Affirmative	Star-Ledger	Northern and Central New Jersey

	Marketing process with additional monthly as needed		
TARGETS PARTIAL HOUSING REGION 2			
	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL NEWSPAPER(S)**	**CIRCULATION AREA**
X	Once at the start of the Affirmative Marketing process with additional monthly as needed	Daily Record	Morris
X	Once at the start of the Affirmative Marketing process with additional monthly as needed	Express Times	Warren
Weekly Newspaper			
☐		Belleville Post	Essex
☐		Belleville Times	Essex
X	Once at the start of the Affirmative Marketing process with additional monthly as needed	Essex Chronical	Essex
☐		East Orange Record	Essex
☐		Glen Ridge Paper	Essex
☐		Glen Ridge Voice	Essex
☐		Independent Press	Essex
☐		Irvington Herald	Essex
☐		Item of Millburn and Short Hills	Essex
☐		Montclair Times	Essex
☐		News-Record	Essex
☐		Nutley Journal	Essex
☐		Nutley Sun	Essex
☐		Observer	Essex
☐		Orange Transcript	Essex
☐		Progress	Essex
☐		Vailsburg Leader	Essex
☐		Verona-Cedar Grove Times	Essex

☐		West Essex Tribune	Essex
☐		West Orange Chronicle	Essex
☐		Atom Tabloid & Citizen Gazette	Middlesex, Union
☐		Chatham Courier	Morris
☐		Chatham Independent Press	Morris
☐		Citizen of Morris County	Morris
☐		Florham Park Eagle	Morris
☐		Hanover Eagle	Morris
☐		Madison Eagle	Morris
☐		Morris News Bee	Morris
☐		Mt. Olive Chronicle	Morris
☐		Neighbor News	Morris
☐		Randolph Reporter	Morris
☐		Roxbury Register	Morris
☐		Parsippany Life	Morris
☐		Clark Patriot	Union
☐		Cranford Chronicle	Union
☐		Echo Leader	Union
☐		Elizabeth Reporter	Union
☐		Hillside Leader	Union
☐		Leader of Kenilworth & Roselle Park	Union
☐		Madison Independent Press, The	Union
☐		Millburn and Short Hills Independent Press	Union
☐		News Record	Union
☐		Record-Press	Union
☐		Scotch Plains Times (Fanwood Times)	Union
☐		Spectator Leader	Union
X		Union Leader	Union
☐		Warren Reporter	Warren

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

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

☐		49 W49BE New Jersey Public Broadcasting Authority	Warren
☐		55 W55BS New Jersey Public Broadcasting Authority	Warren
☐		57 WPSG Cbs Broadcasting Inc.	Warren
☐		61 WPPX Paxson Communications License Company, Llc	Warren

	Duration & Frequency of Outreach	**Names of Cable Provider(s)**	**Broadcast Area**
TARGETS PARTIAL HOUSING REGION 2			
☐		Cablevision of Newark	Partial Essex
☐		Comcast of NJ (Union System)	Partial Essex, Union
☐		Cablevision of Oakland	Partial Essex, Morris
☐		Cable Vision of Morris	Partial Morris
☐		Comcast of Northwest NJ	Partial Morris, Warren
☐		Patriot Media & Communications	Partial Morris
☐		Service Electric Broadband Cable	Partial Morris, Warren
☐		Cablevision of Elizabeth	Partial Union
☐		Comcast of Plainfield	Partial Union
☐		Cable Vision of Morris	Partial Warren
☐		Service Electric Cable TV of Hunterdon	Partial Warren

	Duration & Frequency of Outreach	**Names of Regional Radio Station(s)**	**Broadcast Area and/or Racial/Ethnic Identification of Readers/Audience**
TARGETS ENTIRE HOUSING REGION 2			
AM			
☐		WFAN 660	
☐		WOR 710	
☐		WABC 770	
FM			
☐		WFNY-FM 92.3	
☐		WPAT-FM 93.1	Spanish
☐		WNYC-FM 93.9	

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

☐		WBBR 1130	Essex, Morris, Union
☐		WLIB 1190	Essex, Morris, Union (Christian)
☐		WMTR 1250	Essex, Morris, Union
☐		WADO 1280	Essex, Morris, Union (Spanish)
☐		WNSW 1430	Essex, Morris, Union (Portuguese)
☐		WJDM 1530	Essex, Morris, Union (Spanish)
☐		WQEW 1560	Essex, Morris, Union
☐		WWRU 1660	Essex, Morris, Union (Korean)
☐		WCTC 1450	Union
☐		WCHR 1040	Warren
☐		WEEX 1230	Warren
☐		WNNJ 1360	Warren
☐		WRNJ 1510	Warren
FM			
☐		WMSC 90.3	Essex
☐		WFUV 90.7	Essex
☐		WBGO 88.3	Essex, Morris, Union
☐		WSOU 89.5	Essex, Morris, Union
☐		WKCR-FM 89.9	Essex, Morris, Union
☐		WFMU 91.1	Essex, Morris, Union
☐		WNYE 91.5	Essex, Morris, Union
☐		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
☐		WBAI 99.5	Essex, Morris, Union
☐		WDHA -FM 105.5	Essex, Morris, Union
☐		WCAA 105.9	Essex, Morris, Union (Latino)
☐		WBLS 107.5	Essex, Morris, Union
☐		WHUD 100.7	Essex, Morris, Warren
☐		WPRB 103.3	Essex, Union, Warren
☐		WMNJ 88.9	Morris
☐		WJSV 90.5	Morris

☐		WNNJ-FM 103.7	Morris, Warren
☐		WMGQ 98.3	Union
☐		WCTO 96.1	Union, Warren
☐		WNTI 91.9	Warren
☐		WSBG 93.5	Warren
☐		WZZO 95.1	Warren
☐		WAEB-FM 104.1	Warren
☐		WHCY 106.3	Warren

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2				
Monthly				
☐		Sino Monthly	Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 2				
Daily				
☐		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☐		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☐		Brazilian Voice, The	Newark	Brazilian-American
☐		Catholic Advocate, The	Essex County area	Catholic
☐		La Voz	Hudson, Union, Middlesex Counties	Cuban community
☐		Italian Tribune	North Jersey/NYC area	Italian community
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		El Nuevo Coqui	Newark	Puerto Rican community
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		El Especialito	Union City	Spanish-Language
X	Once at start additional as necessary	La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greeebrook, Linden, Lyndenhurst, Newark, North Plainfield, Orange, Passaic, Paterson,	Spanish-Language

			Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	
☐		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)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Essex County			
X	Once at start additional as necessary	Newark Liberty International Airport	Newark Airport, Newark, NJ
X		Verizon Communications	540 Broad St Newark, NJ 07102
X		Prudential Financial, Inc.	751 Broad St Newark, NJ 07102
X	Once at start additional as necessary	Continental Airlines	
X	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
☐	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
☐		AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
☐		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

☐		Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
☐		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			
☐		A&M Industrial Supply Co	1414 Campbell St Rahway
☐		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
☐		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
☐		IBM Corporation	27 Commerce Drive Cranford, nj
X	Once at start additional as necessary	Howard Press	450 West First Ave Roselle,nj
☐		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
☐		Rotuba Extruders, Inc	1401 Park Ave South Linden
☐		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
☐		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	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	
Fair Share Housing Center	Statewide	Various	
The NJ State Conference of the NAACP	Statewide	African American	
The Latino Action Network	Statewide	Latinos/Hispanic Americans	
Oranges and Maplewood NAACP	Portion of 2 Region	African American	
Latino Edification Multicultural Aid Center	Portion of 2 Region	Latinos/Hispanic Americans	
Elizabeth NAACP	Portion of 2 Region	African American	
The Supportive Housing Center	Statewide	People with Disabilities	
Newark NAACP	Portion of 2 Region	African American	
Somasian	Portion of 2 Region	Asian American	
Local Continuum of Care, if applicable	Portion of 2 Region	Households in need of Supportive Housing	
Union County Supportive Housing	Union County	People with disabilities	
Families and Community Together	Union County	Various	
Urban League of Union County	Union County	African American and other underserved people	

3g. Transit Stops
Project flyers posted at transit (bus and/or train/light rail) stops within ¼ mile of the development or elsewhere in the housing region.

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)		
	BUILDING	**LOCATION**
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

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).

Laura Mongello
Name (Type or Print)

Administrative Agent
Title/Municipality

_____
Signature Date

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

DESIGNATING A&R SKYLINE PROPERTIES URBAN RENEWAL LLC AS REDEVELOPER OF BLOCK 2205, LOT 6 ON THE TAX MAP OF THE TOWNSHIP, COMMONLY KNOWN BY THE STREET ADDRESS 885 BLOOMFIELD AVENUE, AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RESPECT THERETO

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (as amended and supplemented, the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute "areas in need of redevelopment," as such term is defined in the Redevelopment Law, and to adopt redevelopment plans for areas so designated; and

WHEREAS, on January 7, 2019, the Township Council (the "Township Council") of the Township of Verona (the "Township") adopted Resolution No. 2019-31 authorizing and directing the Planning Board of the Township (the "Planning Board") to conduct a preliminary investigation to determine whether Block 2205, Lot 6, more commonly known as 885 Bloomfield Avenue (the "Project Site"), met criteria set forth in the Redevelopment Law to be designated as a non-condemnation redevelopment area; and

WHEREAS, on February 5, 2019, the Planning Board, after providing due notice, conducted a public hearing in accordance with the Redevelopment Law, at which hearing it determined that the Project Site qualified as an area in need of redevelopment and recommended that the Township Council designate the Project Site as a non-condemnation redevelopment area; and

WHEREAS, on February 11, 2019, by Resolution No. 2019-56, the Township Council designated the Project Site as a non-condemnation area in need of redevelopment; and

WHEREAS, the Parties entered into a Memorandum of Agreement on December 15, 2025 (the "MOA") providing for the development on the Project Site of four two-story buildings, consisting of a twenty-eight (28) unit for sale townhouse project, of which twenty-four (24) townhouse units shall be market rate townhouse units, three (3) townhouse units shall be affordable housing townhouse units, and one (1) townhouse unit shall be a group home townhouse unit for special need occupants, as well as approximately seventy-nine (79) parking spaces as set forth herein (the "Project"); and

WHEREAS, on March 9, 2026, pursuant to Ordinance No. 2026-06, the redevelopment plan entitled "Township of Verona 885 Bloomfield Ave Redevelopment Plan" was adopted by the Township Council for the Project Site (the "Redevelopment Plan"); and

WHEREAS, pursuant to N.J.S.A. 40A:12-4, the Township has determined to act as the "redevelopment entity" (as such term is defined at N.J.S.A. 40A:12A-3 of the Redevelopment Law) for the Project Site; and

WHEREAS, A&R Skyline Properties Urban Renewal, LLC (and its successors and assigns, the "Redeveloper") is the owner of the Project Site; and

WHEREAS, the Township has determined that Redeveloper meets all necessary criteria, including financial capabilities, experience, and expertise, and, as a result, has determined to designate Redeveloper as the exclusive "redeveloper" (as such term is defined at N.J.S.A. 40A:12A-3 of the Redevelopment Law) of the Project Site; and

WHEREAS, in order to effectuate the redevelopment of the Project Site, the Township has determined to enter into a redevelopment agreement with the Redeveloper, a copy of which is on file with the Township Clerk, which shall establish the Redeveloper as the redeveloper of

the Project Site and the terms and conditions for the development of the Project (the "Redevelopment Agreement").

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

SECTION 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. A&R Skyline Properties Urban Renewal, LLC is hereby designated as the redeveloper of the Project Site.

SECTION 3. The Mayor of the Township is hereby authorized to execute the Redevelopment Agreement, subject to such additions, deletions, modifications or amendments deemed necessary by the Township in consultation with counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the Redevelopment Agreement.

SECTION 4. This resolution shall take effect immediately.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF VERONA

As Redevelopment Entity

and

A&R SKYLINE PROPERTIES URBAN RENEWAL LLC

as Redeveloper

Dated: _____, 2026

THIS REDEVELOPMENT AGREEMENT (the "**Redevelopment Agreement**") is made this _____ day of _____, 2026 (the "**Effective Date**") by and between **THE TOWNSHIP OF VERONA**, a municipal corporation of the State of New Jersey, having its offices at 600 Bloomfield Avenue, Verona, New Jersey 07044, in its capacity as a "redevelopment entity" pursuant to *N.J.S.A.* 40A:12A-4(c) (the "**Township**"); and **A&R SKYLINE PROPERTIES URBAN RENEWAL LLC**, a New Jersey limited liability company, having its offices at 704 Passaic Avenue, West Caldwell, New Jersey 07006, together with permitted successors or assigns as hereinafter provided, (the "**Redeveloper**", together with the Township, the "**Parties**" or each a "**Party**").

WITNESSETH

A. Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.*, as amended and supplemented (the "**Redevelopment Law**") to determine whether certain parcels of land within the Township constitute an area in need of redevelopment.

B. On January 7, 2019, the municipal council of the Township (the "**Township Council**") directed the Township's Planning Board (the "**Planning Board**") to conduct a preliminary investigation to determine whether the property located at 855 Bloomfield Avenue in the Township, as shown on the Township's official tax maps as Block 2205, Lot 6, as set forth in **Exhibit A** hereto (the "**Property**") qualifies as area in need of redevelopment pursuant to the Redevelopment Law.

C. The Planning Board conducted the investigation and held a public hearing on February 5, 2019, after which the Planning Board concluded that the Property satisfied the criteria under the Redevelopment Law and recommended that the Township Council designate the Property as an area in need of redevelopment.

D. On February 11, 2019, the Township Council designated the Property as an area in need of redevelopment.

E. On [March 9, 2026], pursuant to Ordinance No. 2026-06, the redevelopment plan entitled "Township of Verona 885 Bloomfield Ave Redevelopment Plan" dated [_____], 2026, was adopted by the Township Council for the Redevelopment Area (the "**Redevelopment Plan**").

F. Pursuant to the Redevelopment Law, the Township is acting as the "redevelopment entity" (as such term is defined at *N.J.S.A.* 40A:12A-3 of the Redevelopment Law) for the Property.

G. The Redeveloper is the owner of the Property.

H. The Parties entered into a Memorandum of Agreement on December 15, 2025 (the "**MOA**") arising out of litigation docketed as ESX-L-594-25, which provided for the development

of a condominium project including twenty-eight (28) for sale townhouse units, of which twenty-four (24) shall be market rate units (the "**Townhouse Unit(s)**"), three (3) shall be affordable housing family units (the "**Affordable Housing Unit(s)**"), and one (1) shall be a group living home for special needs occupants (the "**Group Home Unit**", together with the Townhouse Unit(s) and the Affordable Housing Unit(s), the "**Unit(s)**"), along with common areas, parking areas, and other improvements as further described in this Redevelopment Agreement (the "**Project**").

I. The Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations.

J. As more thoroughly set forth in this Redevelopment Agreement, the Project is contingent upon the execution of a financial agreement within forty-five (45) days of the Township's adoption of a resolution adopting the Redevelopment Agreement, adopted in accordance with the Long-Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq*. (as may be amended and supplemented, the "**Tax Exemption Law**"), between the Township and the Redeveloper providing the terms and conditions for a thirty (30) year tax exemption for the Project (the "**Financial Agreement**").

K. In order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Property, the Township Council has determined to enter into this Redevelopment Agreement with the Redeveloper, which designates Redeveloper as the "redeveloper" of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Affordable Housing Unit(s)	**Parties**
Effective Date	**MOA**
Financial Agreement	**Party**
Group Home Unit	**Project**

Property	**Tax Exemption Law**
Redeveloper	**Townhouse Unit(s)**
Redevelopment Agreement	**Township**
Redevelopment Law	**Township Council**
Redevelopment Plan	**Units**

(b) The following terms shall have the definitions ascribed to them herein:

"**Affiliate**" means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

"**Affordability Controls**" means the restrictions set on rents and tenant income limits on the Affordable Housing Units to be administered by the Redeveloper or its designee, compliance with which will be enforced by the Township pursuant to the Financial Agreement as set forth in Section 4.7 herein.

"**Appeal Period**" shall mean the period specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

"**Applicable Laws**" means all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

"**Bond**" means performance and maintenance guarantees and review escrows pursuant to the provisions of *N.J.S.A.* 40:55D-53 *et seq*. of the MLUL and all Applicable Laws.

"**Building Permit**" means a building permit issued by or on behalf of the Township for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

"**Business Days**" means all days except Saturdays, Sundays and the days observed as public holidays by the Township.

"**Certificate of Completion**" means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement and the Redevelopment Plan.

"**Certificate of Occupancy**" means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Township and the applicable provisions of the Uniform Construction Code.

"**Commencement**," "**Commence Construction**," "**Commencement of Construction**," or "**Commencement Date**" means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.

"**Completion**," "**Completion of Construction**," "**Complete Construction**," or "**Completion Date**" means the completion of construction of the Project, in accordance with the Redevelopment Plan, this Redevelopment Agreement, and Governmental Approvals, sufficient for issuance of a Certificate of Occupancy and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

"**Completion Notice**" means written notification to the Township of Completion of Construction of the Project and request by Redeveloper for the issuance by the Township of a Certificate of Completion for the Project.

"**Control**" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

"**County**" means Essex County, New Jersey.

"**Declaration of Covenants and Restrictions**" or "**Declaration**" means a written instrument to be executed by the Redeveloper and recorded in the Essex County Clerk's Office, substantially in the form annexed hereto as Exhibit B, intended to encumber the Property and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Redeveloper and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project.

"Deed-Restriction Period" is defined in Section 4.7(b).

"**Environmental Laws**" means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Materials, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. §§ 9601- 9675); the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. § 6901 *et seq*.); the Clean Water Act (33 U.S.C. § 1251 *et seq*.); the Hazardous Material Transportation Act, as amended, (49 U.S.C. § 180, *et seq*.); the New Jersey Spill Compensation and Control Act (the "**Spill Act**") (*N.J.S.A.* 58:10-23.11 *et seq*.); the Industrial Site Recovery Act, as amended ("**ISRA**") (*N.J.S.A.* 13:lK-6 *et seq*.); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A.* 58:10A-2l *et seq*.), the New Jersey Water Pollution Control Act (*N.J.S.A.* 58:10A-1 *et seq*.); the New Jersey Environmental Rights Act (*N.J.S.A.* 2A:35A-1 *et seq*.); the New Jersey Site Remediation Reform Act (*N.J.S.A.* 58:10C-1 *et seq*.); the New Jersey Solid Waste Management Act, as amended ("**SWMA**") (*N.J.S.A.*

13:1E-1, *et seq.*); the Brownfield and Contaminated Site Remediation Act (*N.J.S.A.* 58:10B-1, *et seq.*); the Administrative Requirements for the Remediation of Contaminated Sites (*N.J.A.C.* 7:26C, *et seq.*); the NJDEP Remediation Standards (*N.J.A.C.* 7:26D, *et seq.*); the Technical Requirements for Site Remediation (*N.J.A.C.* 7:26E, *et seq.*); and any other rules and regulations promulgated under any of the foregoing.

"**Escrow Account**" means an account established by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Redevelopment Agreement, to hold the Escrow Deposit(s).

"**Escrow Deposit**" means all deposits paid by Redeveloper into the Escrow Account in accordance with this Redevelopment Agreement.

"**Estoppel Certificate**" means a written certificate stating that (i) this Redevelopment Agreement is in full force and effect, and (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of Notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any.

"**Event of Default**" is defined in Section 5.1.

"**Existing Members**" means the Persons owning a ten (10%) or greater membership interests in the Redeveloper as of the date of this Agreement, which Persons are set forth in Exhibit C annexed hereto.

"**Fair Housing Act**" means the Fair Housing Act of 1985, *N.J.S.A.* 52:27D-301 *et seq.*

"**Force Majeure Event**" means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials.

"**Foreclosure**" is defined in Section 6.3(b).

"**Governmental Approvals**" means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity

approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

"**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the RCRA or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Act, or any regulations promulgated under the Spill Act, the SWMA, or any regulations promulgated under the SWMA; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601, *et seq*.); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any Environmental Law, ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other Applicable Laws relating to the Property.

"Institution" shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee's welfare, pension or retirement system.

"**Improvements**" shall mean all improvements constructed as part of the Project.

"**MLUL**" means the Municipal Land Use Law, *N.J.S.A.* 40:55D-1 *et seq*., as amended from time to time.

"**Mortgage**" means any security interest, evidenced by a written instrument, encumbering the Project, the Property, or any portion thereof, or interest therein, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

"**Mortgagee**" shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

"**NJDEP**" means the New Jersey Department of Environmental Protection, and any successors in interest.

"**Notice**" means written notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other.

"**Permitted Transfers**" is defined in Section 3.5(b).

"**Person**" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

"**Planning Board Approvals**" means preliminary and final site plan approval to be obtained from the Township Planning Board.

"**Remediate**" or "**Remediation**" means the performance and completion of all investigations and cleanup, and any and all other activities necessary or required for the cleanup or containment of Hazardous Materials, known or unknown, on, under, or migrating to or from the Property, in accordance with Applicable Laws, Environmental Law and Governmental Approvals, including but not limited to any "Preliminary Assessment", "Site Investigation", "Remedial Investigation" or "Remedial Action" (as such terms are defined under *N.J.S.A.* 7:26E-1.8).

"**State**" means the State of New Jersey.

"**Transfer**" means, prior to Completion of the Project, (i) a sale or conveyance of all or any portion of the Property or Project, or interest therein, by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of the Redeveloper as it exists on the date of this Redevelopment Agreement, or (iii) any assignment of this Redevelopment Agreement to any other Person.

"**Township Costs**" shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project, except that costs associated with the negotiation, preparation, and adoption of the Redevelopment Plan and any costs associated with the Township's efforts, including litigation, to obtain substantive certification of its Fourth Round Housing Element and Fair Share Plan including, but not limited to, its lawsuit docketed as ESX-L-594-25; (ii) subject to the Redeveloper's termination rights pursuant to Section 5.7, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with the Redeveloper's site plan application to the Planning Board and governed by the escrow deposited by the Redeveloper in connection with such application in accordance with the MLUL.

"**UHAC**" means Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1, et seq., as same may be amended, or any successor laws or regulations.

1.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Designation as Redeveloper. The Township hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2 Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Property has been duly investigated and designated as an area in need of redevelopment in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(c) The Township is a municipal corporation, duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(d) The Township has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

(e) To the best of the Township's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement;

(f) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party;

(g) The Township represents that, to the best of its knowledge and belief, there is no action, proceeding or investigation now pending, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement; and

(h) The uses of the Property, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

2.3 Representations and Warranties of Redeveloper. The Redeveloper hereby makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date of this Redevelopment Agreement.

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the Persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against the Redeveloper or any officer or shareholder of the Redeveloper;

(f) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or

stockholder agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party;

(g) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party;

(j) All information and statements included in any information submitted to the Township and its agents, are true and correct in all respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and

(k) To the best of the Redeveloper's knowledge and belief after diligent inquiry, the Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

ARTICLE 3
COVENANTS AND RESTRICTIONS

3.1 Covenants and Restrictions. The Township shall record the Declaration of Covenants and Restrictions with the Essex County Clerk's Office promptly upon the Effective Date, at the cost and expense of the Redeveloper.

3.2 Description of Covenants. The following covenants and restrictions are imposed upon the Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided. They shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit B.

(a) The Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, which shall not require written consent of the Township, and subject to the terms of Section 3.5(a) hereof, prior to the issuance of a

Certificate of Completion for the Project, the Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, upon Completion of Construction, Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project; and the Redeveloper shall use the Property and/or Project only for the purposes contemplated by this Redevelopment Agreement and the Redevelopment Plan;

(e) Subject to and in accordance with the terms hereof, the Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, the Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project; and

(h) The Redeveloper will promptly pay any and all taxes, assessments, service charges, or similar obligations when owed with respect to the Property and any other property owned by the Redeveloper situated in the Township.

3.3 Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the land. All covenants in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, the Project, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 3.2 shall cease and terminate as to the Project automatically and without further action upon the issuance of a Certificate of Completion for the Project, except for those covenants which survive in accordance with the terms of the Declaration. Upon the request of Redeveloper or any successor owner at any

time after the issuance of a Certificate of Completion, the Township shall execute and deliver a discharge of the Declaration of Restriction in recordable form for the Project.

3.4 Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.5 Prohibition Against Transfers of Interests in Redeveloper.

(a) The Redeveloper recognizes the importance of this redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement. The Township considers that a change in Control in Redeveloper or a transfer of thirty percent (30%) or more of the ownership interest in the Redeveloper is for practical purposes a Transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Redevelopment Agreement with the Redeveloper, and, in so doing, the Township is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. As a result, except for Permitted Transfers, prior to Completion of the Project, as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, the Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of the Redeveloper, nor shall there by any transfer of thirty percent (30%) or more of the ownership interest in the Redeveloper.

(b) Consent to Permitted Transfers. The Township hereby consents, without the necessity of further approvals, to the following Transfers (each, a "**Permitted Transfer**"):

(i) a Mortgage or related security granted by the Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that the Redeveloper shall give the Township at least thirty (30) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee;

(ii) transfers of easements or dedications of portions of interests in the Property as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) a lease agreement to a tenant or end user of the Project; and

(v) any conveyance of the Project, and the assignment of this Redevelopment Agreement and the rights and obligations arising hereunder, to an entity Controlled by Redeveloper or its Existing Members, including an urban renewal entity duly formed in accordance with the Tax Exemption Law, provided such assignee expressly assumes in writing all of Redeveloper's obligations hereunder with respect to the Project.

(c) Approval of Transfer. Except for Permitted Transfers, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Section 3.5, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer to a Transferee that has the same or greater experience and technical capability to carry out the Project as Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as Redeveloper. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within sixty (60) days after Redeveloper's written request to the Township for such consent.

(d) Any other Transfer, including without limitation, any Transfer of a portion of the Project shall be deemed a default hereunder.

3.6 Township Covenants. The Township hereby covenants and agrees that:

(a) The Township shall fully cooperate with the Redeveloper to ensure that all Governmental Approvals are obtained for the Project. Furthermore, the Township agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper (at no cost to the Township) with respect to the Governmental Approvals; provided that nothing contained in this Section 3.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any governmental authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) request that all planners, engineers and other consultants engaged by the Township or any of its agencies review and comment on all submittals by the Redeveloper in an expeditious manner.

(b) The Township shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.

ARTICLE 4
PROJECT DETAILS

4.1 Timeline and Implementation of the Project.

(a) Project Timeline.

(i) The Redeveloper shall submit its application for Planning Board Approvals within nine (9) months after the adoption of the Redevelopment Agreement;

(ii) The Redeveloper shall use commercially reasonable efforts to obtain all Governmental Approvals required for the commencement of construction of the Project other than Building Permits within twelve (12) months after receiving final and unappealable Planning Board Approvals;

(iii) The Redeveloper shall use commercially reasonable efforts to Commence Construction of the Project within twelve (12) months after obtaining all final and unappealable Governmental Approvals; and

(iv) The Redeveloper shall use commercially reasonable efforts to Complete Construction of the Project on or before twenty-four (24) months after the Commencement of Construction.

(b) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project timeline set forth above, for any reason, the Redeveloper shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the timeline and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project timeline. Redeveloper's proposed revisions to the Project timeline shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval.

(d) If the Redeveloper fails to receive a construction loan for the construction of the Project with terms acceptable to the Redeveloper in its sole discretion, then the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written Notice to the Township. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 4.1(d), then, except as expressly set forth herein to the contrary, this Redevelopment Agreement shall be of no further force and effect, and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

4.2 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with Township Ordinances, which are available at the Township Building Department or through the Township Clerk.

(b) Maintenance. The Property will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Property within forty-eight (48) hours of a specific, reasonable request by the Township that Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply with this obligation, the Township will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks caused by Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The Township acknowledges that for safety reasons, the sidewalks adjacent to the Property may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, the Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep the sidewalks abutting the Property clean and free of debris, ice and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall make arrangements with the Township Construction Official and the Township Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Project site itself. The Township agrees to place from time to time temporary "emergency, no parking" signs on the adjacent street as reasonably requested by the Redeveloper to accommodate the Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Township Construction Official, the Township Engineer, a representative from the Township Police Department, a representative from the Township Fire Department and representatives from the various utility companies.

(f) Construction Sign. The Redeveloper shall provide and erect a construction sign at the Property prior to the Commencement of Construction and shall maintain the sign until the Completion of Construction. The sign shall comply with the dimensional requirements of the Township's Land Use and Development requirements for "Temporary Signs," in accordance with the design provided by the Township and shall be separate from any sign erected by the Redeveloper to advertise the Project.

4.3 Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction of the Project, the Redeveloper shall diligently apply to the appropriate Township construction code official for a Certificate of Occupancy. For purposes of clarity, the Parties agree that upon the issuance of a Certificate of Occupancy, the Project, shall be eligible to be occupied (in whole or in part) in accordance with the terms thereof.

(b) Following Completion of the Project and receipt of a Completion Notice from Redeveloper, the Township agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project, in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project, in accordance with the provisions of this Agreement or is otherwise in default hereunder. Upon issuance of the Certificate of Completion, the Declaration of Covenants and Restrictions for the Project shall be released to the extent set forth herein.

4.4 Project Costs, Financing and Performance and Maintenance Guarantees.

(a) The Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Township.

(b) Redeveloper shall post Bonds in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the Township Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the Township Engineer according to the method of calculation set forth in *N.J.S.A.* 40:55D-53 of the MLUL.

(iii) If applicable, the Bond must name the Township as an obligee and Redeveloper shall deliver a copy of the Bond to the Township prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Township, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Township. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within ten (10) Business Days of notice given to Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Township.

4.5 Environmental Obligations and Indemnification. The Parties hereby expressly acknowledge that the Township has made no representation as to the environmental condition of any part of the Property. The Parties hereto further expressly acknowledge and agree that to the extent any portion of the Property requires Remediation, or causes any other property to require Remediation, the Township shall have no responsibility therefor. The Parties hereto expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Property, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other parcels which may claim contamination arising from the Property. The Redeveloper shall defend, protect, indemnify and hold harmless the Township and its agents from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Property, including, without limitation, claims against the Township and its agents by any third party.

4.6 No Rights in Third-Party Beneficiaries. This Agreement does not and will not confer any rights, remedies or entitlements upon any third person or entity other than the Parties, and their respective successors and assigns. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

4.7 Affordable Housing Units. (a) Redeveloper shall construct the Affordable Housing Units in conformity with all applicable affordable housing regulations and all other Applicable Laws, including but not limited to UHAC, the Fair Housing Act, and the MOA.

(b) The requirement to construct the Affordable Housing Units and the construction thereof will be tracked on an ongoing basis as construction of the Project is implemented. The Redeveloper shall have an obligation to deed restrict the Affordable Housing Units for a period of thirty (30) years (the "**Deed-Restriction Period**"). The commencement and termination of the Deed-Restriction Period shall be calculated pursuant to UHAC, the Fair Housing Act, and Applicable Laws. Upon reaching the termination of the Deed-Restriction Period, the Township shall promptly take formal action as may be required for the releasing of the Affordable Housing Units from any and all restrictions.

(c) The Redeveloper shall record a deed restriction for the Affordable Housing Units for the Deed-Restriction Period. The deed restriction for the Affordable Housing Units shall be approved by the City's Administrative Agent prior to recordation. Redeveloper's obligation regarding the Affordable Housing Units includes, but is not limited to, very low, low and moderate

income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements, all as set forth in the affordable housing regulations, UHAC, the Fair Housing Act, and as further described herein. The bedroom distribution for the Affordable Housing Units and income distribution requirements shall be in compliance with UHAC, the Fair Housing Act, and Applicable Laws. The affordability levels for the Affordable Housing Units (as determined by UHAC, the Fair Housing Act, and Applicable Laws) shall be subject to the Township's sole and absolute discretion to verify the eligibility of the Affordable Housing Units for affordable housing credit and, upon determination and assignment, shall not be modified for the Deed-Restriction Period.

4.8 Group Home Unit. (a) Redeveloper shall construct the **Group Home Unit** in conformity with all applicable affordable housing regulations and all other Applicable Laws, including but not limited to UHAC, the Fair Housing Act, and the MOA.

(b) The requirement to construct the Group Home Unit and the construction thereof will be tracked on an ongoing basis as construction of the Project is implemented. The Redeveloper shall have an obligation to deed restrict the Group Home Unit for the Deed-Restriction Period. The commencement and termination of the Deed-Restriction Period shall be calculated pursuant to UHAC, the Fair Housing Act, and Applicable Laws. Upon reaching the termination of the Deed-Restriction Period, the Township shall promptly take formal action as may be required for the releasing of the Group Home Unit from any and all restrictions.

(c) The Redeveloper shall record a deed restriction for the Group Home Unit for the Deed-Restriction Period. The affordability levels for the Group Home Unit (as determined by UHAC, the Fair Housing Act, and Applicable Laws) shall be subject to the Township's sole and absolute discretion to verify the eligibility of the Group Home Unit for affordable housing credit and, upon determination and assignment, shall not be modified for the Deed-Restriction Period.

4.9 Financial Agreement. The Township shall adopt an ordinance authorizing the Financial Agreement and shall promptly execute said Financial Agreement within forty-five (45) days of the Township's adoption of a resolution adopting the Redevelopment Agreement. It is expressly acknowledged by the Township that the viability of the Project is entirely reliant upon the approval of the tax exemption and the execution of the Financial Agreement as set forth in this Section 4.9.

ARTICLE 5
EVENTS OF DEFAULT; TERMINATION

5.1 Events of Default. Any one or more of the following shall constitute an "**Event of Default**" hereunder, subject to Force Majeure Event extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time the Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such

statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or State or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of the Redeveloper or of all or any substantial part of its property or of the Project or any interest of the Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against the Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of the Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of the Redeveloper, or of all or any substantial part of its properties or of the Project or any interest of the Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay.

(b) The Redeveloper's failure to pay or delinquency in the payment of real property taxes, payments in lieu of taxes, if applicable, or assessments, which failure or delinquency is not cured within ten (10) days after Notice by the Township. No Notice by the Township shall be required. Redeveloper's failure to make any other payment due to the Township hereunder, which is not cured within thirty (30) days after Notice by the Township.

(c) Cancellation or termination by reason of any act or omission of the Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by the Redeveloper for the benefit of the Township, which failure or delinquency is not cured within thirty (30) days after Notice by the Township.

(d) Any Transfer (except for Permitted Transfers), without the written approval of the Township.

(e) If the Redeveloper fails to Commence Construction within the time frame specified in this Redevelopment Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure Events).

(f) Subject to Force Majeure Events, if the Redeveloper abandons the Project or substantially suspends work on the Project after the Commencement of Construction for a period of more than ninety (90) days and fails to recommence work within thirty (30) days after receipt by the Redeveloper of a Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within thirty (30) days after receipt of such notice, Redeveloper shall have up to sixty (60) additional days to cure so long as the Redeveloper promptly undertakes actions to correct the failure, abandonment or suspension upon its receipt of notice and is proceeding with due diligence to remedy same.

(g) Any other default or breach by the Redeveloper or the Township in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified, the continuance of such default or breach for a period

of thirty (30) days after Notice from the non-defaulting Party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting Party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

5.2 Remedies Upon Event of Default by the Redeveloper. Whenever any Event of Default by the Redeveloper occurs and continues beyond any applicable cure or grace period, the Township may, on written notice to the Redeveloper (after applicable Notice and cure periods shall have expired), pursue all remedies at law or equity available to it by reason of the Redeveloper's default, including, but not limited to, the termination of this Redevelopment Agreement and the Redeveloper's designation as redeveloper hereunder. In the event of such termination, except as expressly provided for herein, this Redevelopment Agreement shall be of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder. Notwithstanding the foregoing, Redeveloper shall be, and shall remain, fully responsible for payment of any outstanding Township Costs, including costs and/or damages (including, but not limited to, reasonable counsel fees) incurred by the Township on account of such Event of Default.

5.3 Remedies Upon Event of Default by the Township. If an Event of Default by the Township occurs and continues beyond any applicable cure or grace period, then the Redeveloper may pursue all remedies at law or equity available to it by reason of the Township's default; provided, however, that under no circumstances shall the Township be liable for consequential, indirect or special damages or loss of profits or business opportunities of any kind. Notwithstanding the foregoing, failure of the Township Council to authorize or approve this Redevelopment Agreement shall not constitute an Event of Default by the Township.

5.4 Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Township nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, the Redeveloper shall, to the maximum extent feasible, continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence or occurrence of a Force Majeure Event shall not prevent the Township or the Redeveloper from declaring a default or the occurrence of an Event of Default by the other Party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written Notice to the other party of the occurrence of a Force Majeure as soon as practicable but in no event more than ten (10) Business Days (or such longer period as is reasonably necessary) after the occurrence thereof.

5.5 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party hereunder in asserting any of its rights or remedies as to any default by the other Party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Redevelopment Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.6 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.7 Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Property as an area in need of redevelopment, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if the Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that (a) if such litigation is not resolved within twelve (12) months of inception, then the Redeveloper may terminate this Redevelopment Agreement by written Notice to the Township; and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written Notice to the other. Upon such termination, except as expressly provided herein, this Agreement shall be of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 6
FINANCING

6.1 Mortgage Financing.

(a) During the term of this Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project other than with respect to the cost of acquiring the Property and developing the Project (including designing, permitting and constructing the Project).

(b) In the event that the Redeveloper is unable to obtain financing for the Project, on terms and conditions acceptable to the Redeveloper in its sole discretion, or if the Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper in its sole discretion, the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written Notice to the Township.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 6.1, then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing such proposed change(s) or modification(s) and shall consider them in good faith; provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Township, as provided in this Redevelopment Agreement.

(e) To the extent reasonably requested by the Redeveloper, the Township shall execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Township) as may be requested or required by any Mortgagee (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially and adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Township under this Redevelopment Agreement.

6.2 Notice of Default to the Mortgagee and Right to Cure. Whenever the Township shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Mortgagee a copy of such Notice or demand; provided that the Redeveloper has delivered to the Township a written Notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Township are concerned) has the right at its option within sixty (60) days after the receipt of such Notice to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If the Mortgagee elects to cure the Event of Default within such 60-day period but has not completed such cure, then, not later than every sixty (60) days thereafter until such Event of Default is cured, Redeveloper shall inform the Township that the Mortgagee is proceeding diligently to cure the Redevelopment Event of Default, and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Township may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such sixty (60) day period after Notice thereof. If possession of the Project is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project. Notwithstanding anything contained herein to the contrary, the Township shall retain at all times all statutory rights to enforce the payment of property taxes, payments in lieu of taxes, if applicable, sewer charges, and other municipal charges, including but not limited to those rights granted by the Tax Sale Law, *N.J.S.A.* 54:5-1 *et seq*., and/or the In Rem Tax Foreclosure Act, *N.J.S.A.* 54:5-104.29 *et seq*.

6.3 No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or Complete the Project or to guarantee such construction or Completion; nor shall any covenant or any other provisions be construed so as to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or Completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the

Improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively, a "**Foreclosure**"), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Township Notice of such sale at least thirty (30) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. Any such Mortgagee or other entity assuming such obligations of the Redeveloper, upon Completing the Project shall be entitled, upon written request made to the Township, to a Certificate of Occupancy in accordance with the terms of this Redevelopment Agreement and under Applicable Laws. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

ARTICLE 7
ESCROW ACCOUNT

7.1 Escrow Account to Cover Township Costs. (a) Concurrent with the execution of this Redevelopment Agreement, the Redeveloper has established an Escrow Account having an initial balance of Fifteen Thousand Dollars ($15,000.00) to cover the Township Costs.

7.2 Escrow Deposit. Escrow Deposits to be made are separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of this Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additional Escrow Deposits to the Escrow Account may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Redevelopment Agreement.

7.3 Deposit and Administration of Escrow Funds. All Escrow Deposits shall be held by the Township in the Escrow Account.

7.4 Payments from the Escrow Funds.

(a) The Township shall use Escrow Account to pay Township Costs in accordance with the provisions of this Redevelopment Agreement.

(b) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth

(1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Township monthly in accordance with the schedule and procedures established by the Township. The professionals or the Township shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Redeveloper; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

7.5 Accounting and Additional Deposits. Within three (3) business days after a written request by the Redeveloper is received by the Township Attorney, the Township shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than Five Thousand Dollars ($5,000.00) the Township shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. The Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than Fifteen Thousand Dollars ($15,000.00), such deposit to be made within ten (10) Business Days after the Township's notice, failing which the Township may unilaterally cease work without liability to the Redeveloper.

7.6 Close Out Procedures. Upon the issuance of a Certificate of Completion or other termination of this Redevelopment Agreement, the Redeveloper shall send written Notice by certified mail to the Township requesting that the remaining balance of the Escrow Account be refunded or otherwise applied in accordance with the provisions of this Redevelopment Agreement. After receipt of such notice, the professional(s) shall render a final bill to Township within thirty (30) days and shall send an informational copy simultaneously to the Redeveloper. Within thirty (30) days after receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Redeveloper. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. This Section 8.6 shall survive issuance of a Certificate of Completion or other termination of this Redevelopment Agreement.

7.7 Disputed Charges.

(a) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Township. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within thirty (30) days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within thirty (30) days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Redevelopment Agreement.

(b) If the Township and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable

to the parties acting as arbitrator. During the pendency of a dispute, the Township shall not pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the Escrow Account.

The terms of this Article 7 shall survive termination of this Redevelopment Agreement.

ARTICLE 8
MISCELLANEOUS

8.1 No Consideration for Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

8.2 Non-Liability of Officials and Employees.

(a) No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

8.3 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Township.

8.4 Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

8.5 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.6 Severability. The validity of any Article and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

8.7 Indemnification. The Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys and consultants,

representatives and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project; provided, however, that no indemnification shall be required pursuant to this Section 8.7 in the event that the indemnification otherwise due pursuant to this Section 8.7 is attributable to the gross negligence or willful misconduct of the Township, its governing body, or any agency of the Township or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Redevelopment Agreement.

8.8 Notices. Notices shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next business day delivery) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044
ATTN: Mayor Christopher Tamburro

With a copy to:

Joseph Baumann, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

As to the Redeveloper:

A&R Skyline Properties Urban Renewal LLC
704 Passaic Avenue
West Caldwell, New Jersey 07006
ATTN: Ralph Valente

With a copy to:

Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a Party shall be effective for all purposes.

8.9 Further Assurances/Cooperation. The Parties shall cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either the Redeveloper or the Township, the other Party shall execute, acknowledge and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

8.10 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Essex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Essex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

8.11 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8.12 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, the other Party shall issue an Estoppel Certificate. No more than three (3) Estoppel Certificates per year may be requested by each Party.

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IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

ATTEST:

_____

SEAL

Dated: _____

TOWNSHIP OF VERONA

By: _____
Christopher Tamburro
Mayor

WITNESS:

By: _____
Name:
Title:

Dated:_____

A&R SKYLINE PROPERTIES URBAN RENEWAL LLC

By: _____
Name: Ralph Valente
Title: Member

Exhibit A

Legal Description

Exhibit B

Form of Declaration of Covenants and Restrictions

RECORD AND RETURN TO:
Joseph Baumann, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

With respect to property identified as Block 2205, Lot 6 on the official Tax Maps of the Township of Verona as more specifically delineated in the metes and bounds description attached to the Redevelopment Agreement (as defined herein) as Exhibit A.

This Declaration of Covenants and Restrictions is made this _____ day of _____, 2026 by and between the **TOWNSHIP OF VERONA** (the "**Township**"), a municipal corporation of the State of New Jersey having its offices at 600 Bloomfield Avenue, Verona, New Jersey 07044, in its capacity as redevelopment entity pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-4(c) (the "**Redevelopment Law**"), and **A&R SKYLINE PROPERTIES URBAN RENEWAL LLC**, a New Jersey limited liability company, having its offices at 704 Passaic Avenue, West Caldwell, New Jersey 07006 (together with permitted successors or assigns, the "**Redeveloper**")

W I T N E S S E T H

A. Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.*, as amended and supplemented (the "**Redevelopment Law**") to determine whether certain parcels of land within the Township constitute an area in need of redevelopment.

B. On January 7, 2019, the municipal council of the Township (the "**Township Council**") directed the Township's Planning Board to conduct a preliminary investigation to determine whether the property located at 855 Bloomfield Avenue in the Township, as shown on the Township's official tax maps as Block 2205, Lot 6, as set forth in **Exhibit A** hereto (the "**Property**") qualifies as area in need of redevelopment pursuant to the Redevelopment Law.

C. The Planning Board conducted the investigation and held a public hearing on February 5, 2019, after which the Planning Board concluded that the Property satisfied the criteria under the Redevelopment Law and recommended that the Township Council designate the Property as an area in need of redevelopment.

D. On February 11, 2019, the Township Council designated the Property as an area in need of redevelopment.

L. On [March 9, 2026], pursuant to Ordinance No. 2026-06, the redevelopment plan entitled "Township of Verona 885 Bloomfield Ave Redevelopment Plan" dated [_____], 2026, was adopted by the Township Council for the Redevelopment Area (the "**Redevelopment Plan**").

E. Pursuant to the Redevelopment Law, the Township is acting as the "redevelopment entity" (as such term is defined at *N.J.S.A.* 40A:12A-3 of the Redevelopment Law) for the Property.

F. The Redeveloper is the owner of the Property and has submitted to the Township a proposal to undertake the development of a condominium project including twenty-four (24) Townhouse Units, three (3) Affordable Housing Units, and one (1) Group Home Unit for use as group living home for special needs occupants, along with common areas, parking areas, and other improvements as further described in this Redevelopment Agreement (the "**Project**").

G. The Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations.

H. In order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Property, the Township Council entered into a Redevelopment Agreement with the Redeveloper, which designates Redeveloper as the "redeveloper" of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project (the "**Redevelopment Agreement**").

I. *N.J.S.A.* 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that " . . . the owner shall construct only the uses established in the current redevelopment plan . . . ".

J. The Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Property or any building or structures erected thereon.

K. The Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement.

L. The Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the Essex County Clerk's Office; and

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that subject to the terms of the Redevelopment Agreement:

(a) The Redeveloper shall construct the Project in accordance with, and subject to the terms of, the Redevelopment Plan, the Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, and subject to the terms of the Redevelopment Agreement, prior to the issuance of a Certificate of Completion, the Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed. Furthermore, the Redeveloper shall not, prior to the issuance of a Certificate of Completion, sell or transfer all or any portion of the Property;

(c) In connection with its use or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms of the Redevelopment Agreement, upon Completion of Construction, the Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property. The Redeveloper shall use the Property and/or Project only for the purposes contemplated by the Redevelopment Agreement and the Redevelopment Plan;

(e) Subject to and in accordance with the terms hereof, the Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms of the Redevelopment Agreement, the Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes as set forth in the Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion for the Project, the Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof, as collateral for any transaction unrelated to the Project;

(h) The Redeveloper will promptly pay any and all taxes and service charges, special assessments or similar obligations when owed, with respect to the Property and any other property owned by Redeveloper situated in the Township; and

(i) Redeveloper will comply with all obligations of Redeveloper under Section 8.7 entitled "Indemnification" and Article 7 of the Redevelopment Agreement.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion, provided, however, that the covenants in Section 2(c) shall remain in effect without limitation as to time.

Section 4. In amplification, and not in restriction of the provisions of this Declaration, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 and Section 3 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

ATTEST: **TOWNSHIP OF VERONA**

_____

By: _____

[SEAL] Christopher Tamburro, Mayor

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: ss.:
COUNTY OF ESSEX :

The foregoing instrument was acknowledged before me this _____ ___, 2026, by the **Township of Verona**, a municipal corporation of the State of New Jersey, by Christopher Tamburro, in his capacity as Mayor, was authorized to and execute this instrument on behalf of the Township.

_____
Notary or Attorney at Law
The State of New Jersey

A&R SKYLINE PROPERTIES URBAN RENEWAL LLC,
a New Jersey limited liability company

By: _____
Name: Ralph Valente
Title: Member

ACKNOWLEDGEMENT

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

BE IT REMEMBERED, that on this ___ day of _____, 2026 before me, the subscriber, a Notary Public of New Jersey, personally appeared **Ralph Valente** who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is a Member of **A&R SKYLINE PROPERTIES URBAN RENEWAL LLC**, the entity named in the within instrument; that the execution, as well as the making of this instrument, have been duly authorized by the entity and said instrument was signed and delivered by said Member as and for the voluntary act and deed of said entity.

_____
Notary or Attorney at Law
The State of New Jersey

Exhibit C

Existing Members

Name	Address	% Owner
Ralph Valente	704 Passaic Avenue, West Caldwell, New Jersey 07006	100%

Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 3/6/2026 10:59:47 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4937-9938-3187/4/Redevelopment Agreement - 885 Bloomfield Avenue.docx	
Modified DMS: nd://4937-9938-3187/5/Redevelopment Agreement - 885 Bloomfield Avenue.docx	
Changes:	
Add	1
~~Delete~~	1
~~Move From~~	0
Move To	0
Table Insert	0
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Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	2

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES PURSUANT TO N.J.S.A. 55:14K-1 ET. SEQ. WITH VERONA LIHTC URBAN RENEWAL LLC

WHEREAS, PIRHL Developers, LLC (the "**Original Redeveloper**") and the Township of Verona (the "**Municipality**") entered into an agreement for payments in lieu of taxes dated January 9, 2020 providing for a tax exemption and payments in lieu of taxes pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "**HMFA Law**") for the construction of an affordable housing project on Block 2301, Lot 14.01 (the "**Original Agreement**"); and

WHEREAS, the Township and the Original Redeveloper entered into a First Amendment to Agreement for Payments in Lieu of Taxes dated September 3, 2020, to amend the property and project (the "**First Amendment**"); and

WHEREAS, the Township and the Original Redeveloper entered into a Second Amendment to Agreement for Payments in Lieu of Taxes dated February 7, 2022 (the "**Second Amendment**" together with the Original Agreement and First Amendment, the "**PILOT Agreement**"), to modify certain terms and effectuate the assignment of Original Redeveloper's right, title and interest in and to the PILOT Agreement to Verona LIHTC Urban Renewal LLC (the "**Owner**"); and

WHEREAS, the Township and Redeveloper desire to enter into an amendment to the PILOT agreement to extend the term of the PILOT Agreement by two years to match the term of the NJHMFA mortgage (the "**Third Amendment**").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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. The Township Council hereby authorizes the execution of a Third Amendment as set forth herein.

SECTION 3. The Township Manager is hereby authorized and directed to execute the Third Amendment on behalf of the Township, substantially in the form attached hereto as Exhibit

A, subject to modification or revision deemed necessary or desirable in consultation with counsel, and to take all other necessary or appropriate action to effectuate such PILOT Agreement.

SECTION 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

SECTION 5. This Resolution shall take effect in accordance with all applicable laws.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9. 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

EXHIBIT A
THIRD AMENDMENT

THIRD AMENDMENT TO
AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS THIRD AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this "**Amendment**") is made this _____ day of _____, 2026 (the "**Effective Date**") between **VERONA LIHTC URBAN RENEWAL LLC** (the "**Owner**"), a New Jersey limited liability company, with an office at 1000 University Boulevard, Suite 500, Rochester, New York 14607, and the **TOWNSHIP OF VERONA** (the "**Municipality**"), a municipal corporation in the County of Essex, State of New Jersey, with its offices at 600 Bloomfield Avenue, Verona, New Jersey 07044.

W I T N E S S E T H :

WHEREAS, PIRHL Developers, LLC, a New Jersey limited liability company (the "**Original Sponsor**") and the Municipality entered into an Agreement for Payments in Lieu of Taxes dated January 9, 2020, as amended by that certain First Amendment to Agreement for Payments in Lieu of Taxes dated September 3, 2020 (as further amended as described in the next Whereas clause, the "**PILOT Agreement**"), providing for a tax exemption and payments in lieu of taxes pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "**HMFA Law**") for the construction of an affordable housing project located on Block 2301, Lot 14.01 in the Township of Verona;

WHEREAS, pursuant to that certain Second Amendment to and Assignment of Agreement for Payments in Lieu of Taxes dated February 7, 2022 by and among Original Sponsor, the Owner, and the Municipality, the Original Sponsor assigned its right, title and interest in and to the PILOT Agreement to the Owner, and the Owner assumed all terms, obligations, covenants, conditions and provision binding the Original Sponsor under the PILOT Agreement upon the terms and conditions set forth in the PILOT Agreement; and

WHEREAS, the Owner and the Municipality now desire to extend the term of tax exemption and payments in lieu of taxes under the PILOT Agreement from thirty (30) years to thirty-two (32) years so as to be consistent with the term of the HMFA mortgage.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. **Background; Definitions**. The recitals set forth above are incorporated by reference as if set forth in full in the body of this Amendment. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the same meanings assigned to them in the PILOT Agreement.

2. **Amendment to Section 2**. Section 2 of the PILOT Agreement is hereby deleted in its entirety and replaced as follows:

2. On the date (the "**Tax Exemption Commencement Date**") of the Sponsor's execution of a mortgage encumbering the Property and the Project with a permanent (not merely construction) mortgage lien in favor of the Agency (the "**Agency Mortgage**"), the land and improvements comprising the Property and the Project shall be exempt from all ad valorem real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. In the year in which the Tax Exemption Commencement Date occurs, the Sponsor's payments to the Municipality (on account of real property taxes prorated through the Tax Exemption Commencement Date plus the applicable "Annual Service Charge" (hereinafter defined) due for the period from the Tax Exemption Commencement Date through December 31 of that year) shall not be more than the real property taxes due to the Municipality for the immediately preceding calendar year. The exemption of the Property and the Project from ad valorem real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall apply until the earlier of (a) satisfaction and discharge of the Agency Mortgage or (b) the expiration of thirty-two (32) years from the Tax Exemption Commencement Date (such earlier event being the "**Tax Exemption Expiration Date**").

Prior to the Tax Exemption Commencement Date, the Sponsor shall make payments to the Municipality in an amount equal to the amount currently payable on an annual basis (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the Property for the year preceding the recording of the Agency Mortgage).

3. **Full Force and Effect**. Except as specifically set forth in this Amendment, all other terms, covenants and conditions set forth in the PILOT Agreement remain unaltered and in full force and effect. If any inconsistency or conflict exists or arises between the terms of the PILOT Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

4. **Counterparts**. This Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

5. **Entire Agreement; Governing Law**. This Amendment and the PILOT Agreement constitute the entire agreement between the Parties hereto concerning the subject matter hereof and supersede all prior oral and written agreements between the parties with respect to the subject matter hereof except as expressly provided herein. This Amendment shall be governed by the laws of the State of New Jersey.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed and either attested to or witnessed, as the case may be, as of the day and year first above written.

OWNER:

WITNESS

VERONA LIHTC URBAN RENEWAL LLC,
a New Jersey limited liability company

By: Conifer Verona GP, LLC, a New York limited liability company, its managing member

By: Conifer Realty, LLC, a New York limited liability company, its sole member

_____ By: _____

Name: Lisa M. Kaseman

Date: Executive Vice President

ATTEST:

MUNICIPALITY:
TOWNSHIP OF VERONA

By:_____ By:_____

Jennifer Kiernan, CMC
Township Clerk

Kevin O'Sullivan
Township Manager

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AWARDING CONTRACT No. 2026-01
IMPROVEMENTS TO AFTERGLOW WAY, DODD TERRACE AND SUMMIT ROAD

WHEREAS, the Township of Verona received bids for improvements to Afterglow Way, Dodd Terrace and Summit Road at the Township of Verona – Contract No. 2026-01 on February 19, 2026; and

WHEREAS, twelve (12) bids were received for Contract 2026-01; and

WHEREAS, D.L.S. Contracting, Inc. was the lowest responsive and responsible bidder in the Base Bid Amount of $332,156.63; and

WHEREAS, the Consulting Engineer has reviewed and recommends the Contract award be made to D.L.S. Contracting, Inc., Fairfield, New Jersey, as the lowest responsive and responsible bidder.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the contract for Contract No. 2026-01 be awarded to the D.L.S. Contracting, Inc. in the total amount of $332,156.63.

BE IT FURTHER RESOLVED that $332,156.63 shall be charged to Ordinance No. 2025-10A(n) or any account that may be deemed appropriate by the Chief Financial Officer or her designee and shall be charged against and the availability of funds has been certified by the Chief Financial Officer.

BE IT FURTHER RESOLVED that the Township Manager or his designee is hereby authorized to enter into an agreement or any other required documents for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

BOSWELL
EST 1924

Headquarters
330 Phillips Avenue
South Hackensack, NJ 07606

O 201 641 0770
info@boswellengineering.com
boswellengineering.com

February 25, 2026

Mr. Kevin O'Sullivan
Township Manager
Township of Verona
600 Bloomfield Ave.
Verona, NJ 07044

Re: Recommendation of Award
Improvements To Dodd Terrace,
Afterglow Way, and Summit Road
Essex County, New Jersey
Our File No. 25VA103

Dear Mr. O'Sullivan:

On February 19, 2026, the Township of Verona received twelve (12) bids for the above referenced project. Below is a summary of the low three (3) bidders:

Bidder		Bid Amount
D.L.S. Contracting, Inc. 36 Montesano Road Fairfield, NJ 07004	BASE BID:	$332,156.63
	ALTERNATE BID:	$ 900.00
Stanziale Construction Llc 2 Springdale Avenue East Orange, NJ 07017	BASE BID:	$337,400.50
	ALTERNATE BID:	$ 4,750.00
La Forza Construction 524 Valley Brook Avenue Lyndhurst, NJ 07071	BASE BID:	$351,863.55
	ALTERNATE BID:	$ 1,500.00

Please note that the bid submitted by La Forza Construction was not read aloud during the public bid opening due to the bid documents being misplaced at that time. However, the bid was received prior to the bid opening deadline and was date-stamped by the Township as received on February 13, 2026. Therefore, the bid has been included in our official bid tabulation. A summary of all bids received is attached with a tabulation of unit costs for the twelve (12) bidders.

Boswell recommends that this contract be awarded to, D.L.S. Contracting, Inc. in the amount of $332,156.63 subject to the Township Attorney's satisfactory review of all bid documentation, the Chief Financial Officer's certification that adequate funding has been appropriated, and New Jersey I-Bank approval of award.

It is also subject to the Township being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Thank you for your attention in this matter and if you should have any questions, please do not hesitate to contact Peter Ten Kate, P.E. or me.

Very truly yours,

Michael Caggiano., P.E.

MGC/lv
Enclosures
cc: Mayor Christopher Tamburro
Michael Kraus, Deputy Township Manager
Jennifer Kiernan, RMC, CMC, Municipal Clerk
Jennifer Muscara, CFO
Brian Aloia, Esq., Township Attorney
Chuck Molinaro, Public Works Superintendent

BOSWELL
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
IMPROVEMENTS TO DODD TERRACE, AFTERGLOW WAY, AND SUMMIT ROAD
TOWNSHIP OF VERONA
ESSEX COUNTY, NEW JERSEY
OUR FILE NO. 25VA103

BID DATE: February 19, 2026 **TIME: 11:00 A.M.**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	D.L.S. CONTRACTING 36 MONTESANO ROAD FAIRFIELD, NJ 07004 973-661-4188		STANZIALE CONSTRUCTION LLC 2 SPRINGDALE AVE EAST ORANGE, NJ 07017 973-676-4414		LA FORZA CONSTRUCTION 524 VALLEY BROOK AVENUE LYNDHURST, NJ 07071 201-403-6509		CROSSROADS PAVING 386 SOUTH STREET #169 NEWARK, NJ 07105 973-902-6002		D.S. MEYER ENTERPRISES, LLC 2 NORTH STREET, SUITE 2A WALDWICK, NJ 07463 201-444-1301		AJM CONTRACTORS, INC. 300 KULLER ROAD CLIFTON, NJ 07011 973-772-9292		4 CLEAN UP INC PO BOX 5098 NORTH BERGEN, NJ 07047 201-271-0042	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID																
1	Breakaway Barricade	UNIT	10	$ 0.01	$ 0.10	$ 1.00	$ 10.00	$ 0.01	$ 0.10	$ 1.00	$ 10.00	$ 1.00	$ 10.00	$ 10.00	$ 100.00	$ 0.01	$ 0.10
2	Drum	UNIT	25	$ 0.01	$ 0.25	$ 1.00	$ 25.00	$ 0.01	$ 0.25	$ 1.00	$ 25.00	$ 1.00	$ 25.00	$ 8.00	$ 200.00	$ 0.01	$ 0.25
3	Traffic Cone	UNIT	50	$ 0.01	$ 0.50	$ 100.00	$ 5,000.00	$ 0.01	$ 0.50	$ 1.00	$ 50.00	$ 1.00	$ 50.00	$ 5.00	$ 250.00	$ 1.00	$ 50.00
4	Construction Signs	SF	200	$ 0.01	$ 2.00	$ 1.00	$ 200.00	$ 1.00	$ 200.00	$ 1.00	$ 200.00	$ 1.00	$ 200.00	$ 2.00	$ 400.00	$ 1.00	$ 200.00
5	Allowance for Police Traffic Directors	Allow	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,004.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
6	Fuel Price Adjustment	Dollar	1	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
7	Asphalt Price Adjustment	Dollar	1	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
8	HMA Milling, 3" or Less	SY	9,815	$ 4.35	$ 42,695.25	$ 3.50	$ 34,352.50	$ 4.60	$ 45,149.00	$ 5.00	$ 49,075.00	$ 8.25	$ 80,973.75	$ 4.85	$ 47,602.75	$ 7.50	$ 73,612.50
9	Hot Mix Asphalt 9.5M64 Surface Course	Ton	1,435	$ 93.00	$ 133,455.00	$ 107.00	$ 153,545.00	$ 110.00	$ 157,850.00	$ 100.00	$ 143,500.00	$ 79.00	$ 113,365.00	$ 94.00	$ 134,890.00	$ 90.00	$ 129,150.00
10	Tack Coat	Gallon	1,470	$ 3.00	$ 4,410.00	$ 0.10	$ 147.00	$ 1.00	$ 1,470.00	$ 6.00	$ 8,820.00	$ 3.00	$ 4,410.00	$ 5.00	$ 7,350.00	$ 0.01	$ 14.70
11	Polymerized Joint Adhesive	LF	5,555	$ 1.00	$ 5,555.00	$ 0.10	$ 555.50	$ 0.85	$ 4,721.75	$ 1.00	$ 5,555.00	$ 1.00	$ 5,555.00	$ 1.00	$ 5,555.00	$ 0.01	$ 55.55
12	Detectable Warning Surface	SY	0.9	$ 200.00	$ 180.00	$ 300.00	$ 270.00	$ 325.00	$ 292.50	$ 300.00	$ 270.00	$ 300.00	$ 270.00	$ 300.00	$ 270.00	$ 475.00	$ 427.50
13	Concrete Sidewalk, 4" Thick	SY	325	$ 94.00	$ 30,550.00	$ 90.00	$ 29,250.00	$ 115.00	$ 37,375.00	$ 72.00	$ 23,400.00	$ 115.00	$ 37,375.00	$ 93.00	$ 30,225.00	$ 104.00	$ 33,800.00
14	Concrete Driveway, Reinforced, 6" Thick	SY	25	$ 95.00	$ 2,375.00	$ 108.00	$ 2,700.00	$ 120.00	$ 3,000.00	$ 100.00	$ 2,500.00	$ 135.00	$ 3,375.00	$ 105.00	$ 2,625.00	$ 110.00	$ 2,750.00
15	Hot Mix Asphalt, 6" Thick	SY	5	$ 35.00	$ 175.00	$ 1.00	$ 5.00	$ 25.00	$ 125.00	$ 60.00	$ 300.00	$ 100.00	$ 500.00	$ 65.00	$ 325.00	$ 35.00	$ 175.00
16	9" x 18" Concrete Vertical Curb	LF	4	$ 42.00	$ 168.00	$ 45.00	$ 180.00	$ 50.00	$ 200.00	$ 50.00	$ 200.00	$ 100.00	$ 400.00	$ 70.00	$ 280.00	$ 50.00	$ 200.00
17	Belgian Block Curb	LF	505	$ 42.00	$ 21,210.00	$ 30.00	$ 15,150.00	$ 38.00	$ 19,190.00	$ 50.00	$ 25,250.00	$ 45.00	$ 22,725.00	$ 45.00	$ 22,725.00	$ 51.00	$ 25,755.00
18	Reset Existing Casting	UNIT	28	$ 0.01	$ 0.28	$ 1.00	$ 28.00	$ 1.00	$ 28.00	$ 300.00	$ 8,400.00	$ 300.00	$ 8,400.00	$ 100.00	$ 2,800.00	$ 1.00	$ 28.00
19	Reconstructed Inlet, Type A, Using New Casting	UNIT	1	$ 1,500.00	$ 1,500.00	$ 1,600.00	$ 1,600.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,300.00	$ 1,300.00
20	Reconstructed Inlet, Type B, Using Existing Casting	UNIT	7	$ 300.00	$ 2,100.00	$ 400.00	$ 2,800.00	$ 400.00	$ 2,800.00	$ 300.00	$ 2,100.00	$ 500.00	$ 3,500.00	$ 700.00	$ 4,900.00	$ 500.00	$ 3,500.00
21	Reconstructed Inlet, Type B, Using New Casting	UNIT	2	$ 2,000.00	$ 4,000.00	$ 1,750.00	$ 3,500.00	$ 1,200.00	$ 2,400.00	$ 1,600.00	$ 3,200.00	$ 2,000.00	$ 4,000.00	$ 1,900.00	$ 3,800.00	$ 1,600.00	$ 3,200.00
22	Reconstructed Inlet, Type D, Using New Casting	UNIT	2	$ 1,900.00	$ 3,800.00	$ 1,750.00	$ 3,500.00	$ 1,200.00	$ 2,400.00	$ 1,500.00	$ 3,000.00	$ 1,300.00	$ 2,600.00	$ 1,700.00	$ 3,400.00	$ 1,600.00	$ 3,200.00
23	Curb Piece	UNIT	14	$ 350.00	$ 4,900.00	$ 500.00	$ 7,000.00	$ 325.00	$ 4,550.00	$ 500.00	$ 7,000.00	$ 350.00	$ 4,900.00	$ 400.00	$ 5,600.00	$ 350.00	$ 4,900.00
24	3" - 6" Roof Drain Collection Pipe	LF	25	$ 50.00	$ 1,250.00	$ 100.00	$ 2,500.00	$ 50.00	$ 1,250.00	$ 50.00	$ 1,250.00	$ 50.00	$ 1,250.00	$ 26.00	$ 650.00	$ 5.00	$ 125.00
25	12" High Density Polyethylene Pipe	LF	335	$ 75.00	$ 25,125.00	$ 80.00	$ 26,800.00	$ 65.00	$ 21,775.00	$ 70.00	$ 23,450.00	$ 75.00	$ 25,125.00	$ 129.00	$ 43,215.00	$ 135.00	$ 45,225.00
26	Traffic Markings Lines, 4"	LF	300	$ 1.45	$ 435.00	$ 1.50	$ 450.00	$ 1.44	$ 432.00	$ 1.75	$ 525.00	$ 1.50	$ 450.00	$ 1.50	$ 450.00	$ 1.44	$ 432.00
27	Traffic Markings Lines, 6"	LF	120	$ 2.20	$ 264.00	$ 2.25	$ 270.00	$ 2.16	$ 259.20	$ 2.50	$ 300.00	$ 2.20	$ 264.00	$ 3.00	$ 360.00	$ 2.16	$ 259.20
28	Traffic Markings Lines, 12"	LF	450	$ 4.35	$ 1,957.50	$ 4.50	$ 2,025.00	$ 4.32	$ 1,944.00	$ 5.00	$ 2,250.00	$ 4.50	$ 2,025.00	$ 5.00	$ 2,250.00	$ 4.32	$ 1,944.00
29	Traffic Symbols	SF	120	$ 12.50	$ 1,500.00	$ 13.00	$ 1,560.00	$ 12.00	$ 1,440.00	$ 13.00	$ 1,560.00	$ 12.00	$ 1,440.00	$ 13.00	$ 1,560.00	$ 12.00	$ 1,440.00
30	Regulatory and Warning Sign	SY	31.25	$ 55.00	$ 1,718.75	$ 50.00	$ 1,562.50	$ 45.00	$ 1,406.25	$ 46.00	$ 1,437.50	$ 50.00	$ 1,562.50	$ 60.00	$ 1,875.00	$ 45.00	$ 1,406.25
31	Reset Water Valve Box	UNIT	9	$ 10.00	$ 90.00	$ 65.00	$ 585.00	$ 1.00	$ 9.00	$ 50.00	$ 450.00	$ 1.00	$ 9.00	$ 40.00	$ 360.00	$ 1.00	$ 9.00
32	Reset Gas Valve Box	UNIT	1	$ 10.00	$ 10.00	$ 65.00	$ 65.00	$ 1.00	$ 1.00	$ 50.00	$ 50.00	$ 1.00	$ 1.00	$ 30.00	$ 30.00	$ 1.00	$ 1.00
33	Borrow Topsoil	CY	28	$ 10.00	$ 280.00	$ 1.00	$ 28.00	$ 5.00	$ 140.00	$ 45.00	$ 1,260.00	$ 1.00	$ 28.00	$ 15.00	$ 420.00	$ 1.00	$ 28.00
34	Topsoil Spreading, 5" Thick	SY	140	$ 3.00	$ 420.00	$ 1.00	$ 140.00	$ 5.00	$ 700.00	$ 6.00	$ 840.00	$ 5.00	$ 700.00	$ 9.00	$ 1,260.00	$ 3.00	$ 420.00
35	Fertilizing and Seeding, Type A-3	SY	140	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 2.00	$ 280.00	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 2.00	$ 280.00	$ 1.00	$ 140.00
36	Straw Mulching	SY	140	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 2.00	$ 280.00	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 1.00	$ 140.00
37	Selective Root Pruning	UNIT	2	$ 450.00	$ 900.00	$ 1.00	$ 2.00	$ 500.00	$ 1,000.00	$ 700.00	$ 1,400.00	$ 1.00	$ 2.00	$ 700.00	$ 1,400.00	$ 250.00	$ 500.00
38	Small Deciduous Tree, American Hornbeam, 2.5 - 3" Caliper, B&B	UNIT	6	$ 800.00	$ 4,800.00	$ 200.00	$ 1,200.00	$ 700.00	$ 4,200.00	$ 800.00	$ 4,800.00	$ 800.00	$ 4,800.00	$ 800.00	$ 4,800.00	$ 475.00	$ 2,850.00
39	Tree Removal, Over 24" x 36" Diameter	UNIT	6	$ 2,400.00	$ 14,400.00	$ 3,200.00	$ 19,200.00	$ 2,150.00	$ 12,900.00	$ 2,200.00	$ 13,200.00	$ 2,500.00	$ 15,000.00	$ 2,300.00	$ 13,800.00	$ 2,600.00	$ 15,600.00
40	Reset Pavers	SY	15	$ 50.00	$ 750.00	$ 1.00	$ 15.00	$ 1.00	$ 15.00	$ 125.00	$ 1,875.00	$ 90.00	$ 1,350.00	$ 90.00	$ 1,350.00	$ 175.00	$ 2,625.00
	TOTAL BASE BID 1				**$ 332,156.63**		**$ 337,400.50**		**$ 351,683.55**		**$ 359,882.50**		**$ 368,820.25**		**$ 369,897.75**		**$ 376,363.05**
	ALTERNATE BID																
41A	Reconstructed Manhole, Using New Casting	UNIT	1	$ 900.00	$ 900.00	$ -	$ 4,750.00	$ -	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 5,900.00	$ 5,900.00
	TOTAL ALTERNATE BID				**$ 900.00**		**$ 4,750.00**		**$ 1,500.00**		**$ 2,500.00**		**$ 1,200.00**		**$ 2,500.00**		**$ 5,900.00**
	TOTAL BASE BID AND ALTERNATE BID				**$ 333,056.63**		**$ 342,150.50**		**$ 353,183.55**		**$ 362,382.50**		**$ 370,020.25**		**$ 372,397.75**		**$ 382,263.05**
	*DENOTES DISCREPANCY IN AMOUNT																

BOSWELL
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
IMPROVEMENTS TO DODD TERRACE, AFTERGLOW WAY, AND SUMMIT ROAD
TOWNSHIP OF VERONA
ESSEX COUNTY, NEW JERSEY
OUR FILE NO. 25VA103

BID DATE: February 19, 2026 **TIME: 10:00 A.M.**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	RIVERVIEW PAVING INC. 859 WILLOW GROVE STREET HACKETTSTOWN, NJ 07840 973-887-4800 UNIT PRICE	RIVERVIEW PAVING INC. TOTAL COST	CIFELLI & SON GENERAL CONSTRUCTION INC. 4 COPPOLA STREET NUTLEY, NJ 973-235-0302 UNIT PRICE	CIFELLI & SON GENERAL CONSTRUCTION INC. TOTAL COST	D&L PAVING CONTRACTORS, INC. 675 FRANKLIN AVENUE NUTLEY, NJ 07110 973-667-7300 UNIT PRICE	D&L PAVING CONTRACTORS, INC. TOTAL COST	FRANK A. MACCHIONE CONSTRUCTION, INC. 141 CENTRAL AVENUE ROCHELLE PARK, NJ 07662 201-652-0696 UNIT PRICE	FRANK A. MACCHIONE CONSTRUCTION, INC. TOTAL COST	TILCON NEW YORK INC 9 ENTIN ROAD PARSIPPANY, NJ UNIT PRICE	TILCON NEW YORK INC TOTAL COST
	BASE BID												
1	Breakaway Barricade	UNIT	10	$ 0.01	$ 0.10	$ 1.00	$ 10.00	$ 0.01	$ 0.10	$ 0.01	$ 0.10	$ 1.00	$ 10.00
2	Drum	UNIT	25	$ 0.01	$ 0.25	$ 1.00	$ 25.00	$ 0.01	$ 0.25	$ 0.01	$ 0.25	$ 1.00	$ 25.00
3	Traffic Cone	UNIT	50	$ 5.00	$ 250.00	$ 1.00	$ 50.00	$ 0.01	$ 0.50	$ 0.01	$ 0.50	$ 1.00	$ 50.00
4	Construction Signs	SF	200	$ 10.00	$ 2,000.00	$ 1.00	$ 200.00	$ 0.01	$ 2.00	$ 0.01	$ 2.00	$ 30.00	$ 6,000.00
5	Allowance for Police Traffic Directors	Allow	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
6	Fuel Price Adjustment	Dollar	1	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
7	Asphalt Price Adjustment	Dollar	1	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
8	HMA Milling, 3" or Less	SY	9,815	$ 7.75	$ 76,066.25	$ 7.75	$ 76,066.25	$ 6.60	$ 64,779.00	$ 17.50	$ 171,762.50	$ 4.25	$ 41,713.75
9	Hot Mix Asphalt 9.5M64 Surface Course	Ton	1,435	$ 60.00	$ 86,100.00	$ 90.00	$ 129,150.00	$ 100.00	$ 143,500.00	$ 73.00	$ 104,755.00	$ 94.00	$ 134,890.00
10	Tack Coat	Gallon	1,470	$ 0.01	$ 14.70	$ 1.00	$ 1,470.00	$ 0.01	$ 14.70	$ 0.01	$ 14.70	$ 0.25	$ 367.50
11	Polymerized Joint Adhesive	LF	5,555	$ 0.65	$ 3,610.75	$ 1.50	$ 8,332.50	$ 2.00	$ 11,110.00	$ 0.01	$ 55.55	$ 0.25	$ 1,388.75
12	Detectable Warning Surface	SY	0.9	$ 1,000.00	$ 900.00	$ 500.00	$ 450.00	$ 300.00	$ 270.00	$ 250.00	$ 225.00	$ 750.00	$ 675.00
13	Concrete Sidewalk, 4" Thick	SY	325	$ 110.00	$ 35,750.00	$ 100.00	$ 32,500.00	$ 125.00	$ 40,625.00	$ 100.00	$ 32,500.00	$ 145.00	$ 47,125.00
14	Concrete Driveway, Reinforced, 6" Thick	SY	25	$ 120.00	$ 3,000.00	$ 105.00	$ 2,625.00	$ 150.00	$ 3,750.00	$ 200.00	$ 5,000.00	$ 280.00	$ 7,000.00
15	Hot Mix Asphalt, 6" Thick	SY	5	$ 55.00	$ 275.00	$ 105.00	$ 525.00	$ 50.00	$ 250.00	$ 0.01	$ 0.05	$ 650.00	$ 3,250.00
16	9" x 18" Concrete Vertical Curb	LF	4	$ 75.00	$ 300.00	$ 100.00	$ 400.00	$ 45.00	$ 180.00	$ 40.00	$ 160.00	$ 450.00	$ 1,800.00
17	Belgian Block Curb	LF	505	$ 75.00	$ 37,875.00	$ 45.00	$ 22,725.00	$ 45.00	$ 22,725.00	$ 40.00	$ 20,200.00	$ 110.00	$ 55,550.00
18	Reset Existing Casting	UNIT	28	$ 500.00	$ 14,000.00	$ 1.00	$ 28.00	$ 1.00	$ 28.00	$ 0.01	$ 0.28	$ 750.00	$ 21,000.00
19	Reconstructed Inlet, Type A, Using New Casting	UNIT	1	$ 2,350.00	$ 2,350.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 1,250.00	$ 1,250.00	$ 2,500.00	$ 2,500.00
20	Reconstructed Inlet, Type B, Using Existing Casting	UNIT	7	$ 1,750.00	$ 12,250.00	$ 500.00	$ 3,500.00	$ 1,200.00	$ 8,400.00	$ 1,250.00	$ 8,750.00	$ 2,000.00	$ 14,000.00
21	Reconstructed Inlet, Type B, Using New Casting	UNIT	2	$ 2,750.00	$ 5,500.00	$ 1,700.00	$ 3,400.00	$ 2,000.00	$ 4,000.00	$ 1,950.00	$ 3,900.00	$ 3,000.00	$ 6,000.00
22	Reconstructed Inlet, Type D, Using New Casting	UNIT	2	$ 2,750.00	$ 5,500.00	$ 1,500.00	$ 3,000.00	$ 2,400.00	$ 4,800.00	$ 1,750.00	$ 3,500.00	$ 3,000.00	$ 6,000.00
23	Curb Piece	UNIT	14	$ 400.00	$ 5,600.00	$ 400.00	$ 5,600.00	$ 400.00	$ 5,600.00	$ 275.00	$ 3,850.00	$ 900.00	$ 12,600.00
24	3" - 6" Roof Drain Collection Pipe	LF	25	$ 110.00	$ 2,750.00	$ 10.00	$ 250.00	$ 100.00	$ 2,500.00	$ 30.00	$ 750.00	$ 220.00	$ 5,500.00
25	12" High Density Polyethylene Pipe	LF	335	$ 130.00	$ 43,550.00	$ 140.00	$ 46,900.00	$ 150.00	$ 50,250.00	$ 105.00	$ 35,175.00	$ 150.00	$ 50,250.00
26	Traffic Markings Lines, 4"	LF	300	$ 1.65	$ 495.00	$ 1.75	$ 525.00	$ 2.00	$ 600.00	$ 1.44	$ 432.00	$ 1.50	$ 450.00
27	Traffic Markings Lines, 6"	LF	120	$ 2.48	$ 297.60	$ 2.50	$ 300.00	$ 2.50	$ 300.00	$ 2.16	$ 259.20	$ 3.00	$ 360.00
28	Traffic Markings Lines, 12"	LF	450	$ 4.40	$ 1,980.00	$ 4.25	$ 1,912.50	$ 5.00	$ 2,250.00	$ 4.32	$ 1,944.00	$ 5.00	$ 2,250.00
29	Traffic Symbols	SF	120	$ 8.80	$ 1,056.00	$ 8.25	$ 990.00	$ 10.00	$ 1,200.00	$ 12.00	$ 1,440.00	$ 9.00	$ 1,080.00
30	Regulatory and Warning Sign	SY	31.25	$ 58.30	$ 1,821.88	$ 58.00	$ 1,812.50	$ 60.00	$ 1,875.00	$ 45.00	$ 1,406.25	$ 60.00	$ 1,875.00
31	Reset Water Valve Box	UNIT	9	$ 0.01	$ 0.09	$ 10.00	$ 90.00	$ 50.00	$ 450.00	$ 0.01	$ 0.09	$ 1.00	$ 9.00
32	Reset Gas Valve Box	UNIT	1	$ 0.01	$ 0.01	$ 10.00	$ 10.00	$ 50.00	$ 50.00	$ 0.01	$ 0.01	$ 1.00	$ 1.00
33	Borrow Topsoil	CY	28	$ 35.00	$ 980.00	$ 1.00	$ 28.00	$ 30.00	$ 840.00	$ 0.01	$ 0.28	$ 50.00	$ 1,400.00
34	Topsoil Spreading, 5" Thick	SY	140	$ 4.00	$ 560.00	$ 3.00	$ 420.00	$ 6.00	$ 840.00	$ 0.01	$ 1.40	$ 10.00	$ 1,400.00
35	Fertilizing and Seeding, Type A-3	SY	140	$ 3.00	$ 420.00	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 0.01	$ 1.40	$ 5.00	$ 700.00
36	Straw Mulching	SY	140	$ 1.00	$ 140.00	$ 1.00	$ 140.00	$ 0.01	$ 1.40	$ 0.01	$ 1.40	$ 5.00	$ 700.00
37	Selective Root Pruning	UNIT	2	$ 660.00	$ 1,320.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 600.00	$ 1,200.00	$ 700.00	$ 1,400.00
38	Small Deciduous Tree, American Hornbeam, 2.5 - 3" Caliper, B&B	UNIT	6	$ 770.00	$ 4,620.00	$ 550.00	$ 3,300.00	$ 1,000.00	$ 6,000.00	$ 700.00	$ 4,200.00	$ 800.00	$ 4,800.00
39	Tree Removal, Over 24" x 36" Diameter	UNIT	6	$ 2,365.00	$ 14,190.00	$ 2,800.00	$ 16,800.00	$ 2,500.00	$ 15,000.00	$ 2,150.00	$ 12,900.00	$ 3,000.00	$ 18,000.00
40	Reset Pavers	SY	15	$ 105.00	$ 1,575.00	$ 120.00	$ 1,800.00	$ 125.00	$ 1,875.00	$ 0.01	$ 0.15	$ 350.00	$ 5,250.00
	TOTAL BASE BID 1				**$ 387,997.63**		**$ 388,874.75**		**$ 417,905.95**		**$ 436,537.11**		**$ 478,270.00**
	ALTERNATE BID												
41A	Reconstructed Manhole, Using New Casting	UNIT	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,400.00	$ 2,400.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00
	TOTAL ALTERNATE BID				**$ 2,000.00**		**$ 3,000.00**		**$ 2,400.00**		**$ 2,500.00**		**$ 4,000.00**
	TOTAL BASE BID AND ALTERNATE BID												
	*DENOTES DISCREPANCY IN AMOUNT				**$ 389,997.63**		**$ 391,874.75**		**$ 420,305.95**		**$ 441,537.11**		**$ 486,270.00**

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZING A CONTRACT TO BOSWELL ENGINEERING FOR PROFESSIONAL SERVICES FOR ENGINEERING WORK ON THE PECKMAN RIVER BANK STABILIZATION PROJECT

WHEREAS, the Township requires engineering and environmental permitting services associated with the Peckman River Bank Stabilization project; and

WHEREAS, the Township has received the NJ Department of Environmental Protection Regulatory Permits for the above referenced project; an

WHEREAS, Boswell's submitted proposal of total cost related to the preparation of specifications for public bidding, coordination work, construction inspections and environmental and total project oversight will not exceed $51,000; and

WHEREAS, the services provided shall be charged to T-90-56-883-000 or any account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds have been contingently certified by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Boswell Engineering be award a Professional Service contract for engineering work for the engineering work on the Peckman River Bank Stabilization project.

BE IT FURTHER RESOLVED that the Township Manager and the Municipal Clerk are hereby authorized to enter into an agreement for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

BOSWELL
EST 1924

Headquarters
330 Phillips Avenue
South Hackensack, NJ 07606

O 201 641 0770
info@boswellengineering.com
boswellengineering.com

VIA ELECTRONIC MAIL

February 11, 2026

Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

Attention Kevin O'Sullivan, Township Manager

Re: Peckman River Bank Stabilization Project
Specifications and Construction Inspection
Township of Verona
Essex County, New Jersey
Our File No. PR-25-14010

Dear Mr. O'Sullivan:

Boswell, Inc (Boswell) is pleased to provide this proposal for the necessary specifications/bid documents and environmental inspection services associated with the bank stabilization along the Peckman River.

INTRODUCTION

Boswell's initial proposal submitted on September 6, 2022 was for the necessary engineering and environmental permitting services associated with the emergency bank stabilization along the Peckman River on Block 1703, Lot 55. The Township of Verona (Township) has received the NJDEP Regulatory Permits for the above referenced project.

In order to complete the project, Boswell proposes the following scope of work:

SCOPE OF WORK

Task 1 - Specifications - Bid Documents

Boswell prepared bid specifications suitable for public bidding in a form and manner that meets with all State and Federal requirements. The final contract document included the following:

- Township contract documents with boilerplate;
- Advertisement of Bids;
- Instruction to Bidders;
- General Conditions of the Contract

- Scope of Work; and,
- Technical Specifications.

Once the bids were received our office performed the following:

- Answered questions from prospective bidders;
- Analyzed Bids; and,
- Provided Letter of Recommendation of Award to the Township.

Bid specifications were prepared. The project was bid and awarded to CMS Construction Inc.

Our estimated fee for the work outlined under this task is **$8,500.00**.

Task 2 –Construction Inspection

Additionally, Boswell will provide part-time construction inspection and oversight to assure that the contractor is complying with the New Jersey Department of Protection (NJDEP) Regulatory Guidelines within the approved Permits as well as the project plans and specifications.

Following the Township's award of the contract, the pre-construction meeting with the contractor, was held with appropriate Township officials, utility companies and other parties affected by the project.

Once work commences, Boswell will provide part-time environmental oversight and construction inspection during the construction. During construction we will ensure that the contractor performs the work in accordance with Federal and State regulations.

Prior to construction, we will review the construction documents with the contractor so that they are familiar with the regulatory requirements of the site. During our periodic inspections we will ensure compliance with the design specifications. Additionally, under this task we will review shop drawings, submittals and contractor invoices to the Township and prepare the necessary Estimate Certificates for Township's approval. A summary of the work anticipated for this task will include:

- Attend and chair pre-construction meeting;
- Review submittals and shop drawings;
- Respond to contractor's inquiries and requests for information;
- Review and process field clarifications and change orders, as required;
- Review contractor's request for payment and prepare estimate certificates;
- Conduct/chair construction progress job meetings;
- Prepare punch lists and follow-up for substantial and final completion; and,
- Provide certification of completion and release of final payment.

Boswell's fee is based upon 108-hours of total inspection for Peckman River Bank Stabilization Project during the project's estimated duration at the hourly rate in effect at the time the work is performed. It is assumed that the level of inspection will vary based upon the work being completed. Additional inspection, if necessary, can be performed on a time and materials basis upon the Township's authorization.

The estimated fee for the work outlined under this task is **$35,000.00**.

Task 3 –Additional Services Request

The previously submitted proposal has fixed fees for the line items that cover the initial submission of task to obtain the NJDEP Permits. Any subsequent revisions or additional tasks requested by the reviewing Agency would be billed on a time and material basis, in accordance with our current hourly rate schedule. This approach best accounts for the inherent variability and uncertainty of any such revisions, a task requested by the NJDEP. The project included substantial channel modification and bank grading. The NJDEP requested additional hydraulic analysis to justify the proposed channel modification request to stabilize the channel and banks for various storm events. This review was elevated to a Department Manager since channel modification is discouraged by the Department. The Department wanted additional engineering calculations and stream modeling to document and confirm that there would be no water surface elevation impacts on properties located 500' upstream and downstream of the project site. The stream geometry had to be revised to the satisfaction of the Department. Additionally, we had to justify the extent of hand armoring along the watercourse by providing engineering calculations that included stream scour and velocity data.

The cost of services to address the NJDEP comments was estimated to be **$7,500.00**.

FEES AND COSTS

Boswell shall provide the consulting services set forth in the Scope of Work. The fee is determined on a time-and-materials basis, unless specified otherwise. This work will be billed in accordance with the Boswell standard fee schedule in effect at the time the work is performed.

TASK	SCOPE OF WORK	BOSWELL
1	Specifications – Bid Documents	$8,500.00
2	Construction Inspection	$35,000.00
3	Additional Services Request	$7,500.00
	GRAND TOTAL	**$51,000.00**

EXCLUSIONS

Services and costs not included in this proposal are summarized as follows:

1. Increases in scope of work;
2. Any permits not specifically mentioned; and,
3. Increases in inspection hours.

AUTHORIZATION

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project. We will perform this work on a time-and-material basis in accordance with our standard hourly rate schedule in effect at the time the work is performed.

We wish to thank you for the opportunity of presenting this proposal and look forward to working with you on the project. Should you have any questions or require anything further, please do not hesitate to contact me at 201-373-8905 or frossi@boswellengineering.com.

Very truly yours,

Frank J. Rossi, Jr., LSRP

FJR/PTK/cr

cc: Peter C. Ten Kate, P.E.

260211CRP1

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZING EXECUTION OF A CONTRACT FOR PROFESSIONAL SERVICES OF A LICENSED S-3 OPERATOR FOR THE WASTE WATER TREATMENT PLANT WITH MJG SERVICES, LLC

WHEREAS, the Township of Verona requires the professional services of a licensed S-3 operator for the Waste Water Treatment Plant to meet the requirements of the system permits from the New Jersey Department of Environmental Protection; and

WHEREAS, the Township has solicited the services of MJG Services, LLC, 122 Young Avenue, Cedar Grove, New Jersey 07009 to provide these services for the Township; and

WHEREAS, MJG Services, LLC has submitted a proposal indicating they will provide the services for the Township; and

WHEREAS, the Qualified Purchasing Agent recommends that the Township Council authorize the execution of an agreement with MJG Services, LLC to provide said services; and

WHEREAS, this expenditure shall be charged to Budget Account No. 6-05-55-502-028 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds have been contingently certified by the Chief Financial Officer of the Township of Verona.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Verona, in the County of Essex, New Jersey hereby authorizes the execution of a contract for Professional Services with MJG Services, LLC to provide a Licensed S-3 Operator for the Waste Water Treatment Plan in an amount not to exceed $100,000 for the 2026 calendar year without further authorization of the Township Council.

BE IT FURTHER RESOLVED, that the Township reserves the right to cancel this contract upon thirty (30) days' notice and MJG Services, LLC shall only be paid for the work completed; furthermore, no minimum amount of work or payment is implied or guaranteed.

BE IT FURTHER RESOLVED that the Township Manager and the Municipal Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
VENDOR INFORMATION SHEET

COMPANY NAME: MJG Services, LLC

ADDRESS: 122 Young Avenue, Cedar Grove, NJ 07009

PHONE NUMBER: 862-703-6993

FAX NUMBER: _____

FEDERAL I.D. NUMBER: 81-4994842

NAME OF PERSON PREPARING BID: Michael Grasso

PHONE NUMBER: 862-703-6993 EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: Michael Grasso

ADDRESS: 122 Young Avenue, Cedar Grove, NJ 07009

PHONE: 862-703-6993 FAX NUMBER: _____

E-MAIL ADDRESS: mjgwaterservices@gmail.com

PROJECT COORDINATOR

COMPANY NAME: MJG Water Services, LLC

ADDRESS: 122 Young Avenue, Cedar Grove, NJ 07009

PHONE NUMBER: 862-703-6993

CELL PHONE NUMBER: 862-703-6993

FAX NUMBER: _____

PERSON TO CONTACT: Michael Grasso

EMAIL ADDRESS: mjgwaterservices@gmail.com

Certify that _____ (Company Name)

has not made and will not make any reportable contributions pursuant to *N.J.S.A. 19:44A-20.26* that would bar the award of this contract in the one year period preceding *Jan 1, 2025* to any of the following named any candidate committee of a candidate for, or holder of, an elective office for the following public entities pursuant to *N.J.S.A. 19:44A-20.26*.

Verona Township Council:
Mayor Dr. Christopher Tamburro
Deputy Mayor Jack McEvoy
Councilman Alex Roman
Councilwoman Christine McGrath
Councilwoman Cynthia Holland

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: G. Frasso Group LLC

Signature of Affiant: _____ Title: Principal

Printed Name of Affiant: Grand Frasso Date: 2-18-26

(Notary Stamp/Seal)

Subscribed and sworn before me this
18th day of February, 2026.

_____
Notary Public

Commission Expires: 12/28/27

AGNIESZKA BRYNCZKA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50073814
MY COMMISSION EXPIRES DEC 28, 2027

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_____

_____

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_____

_____

Subscribed and sworn before me this
18 day of February, 2026.

A Brynczka
Notary Public

Commission Expires: 12/28/27
(Notary Stamp/Seal)

Affiant Signature

Gerard Frasso/Principal
Affiant Name and Title

(Corporate Seal, if appropriate)

END OF STATEMENT OF OWNERSHIP

10 AGNIESZKA BRYNCZKA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50073814
MY COMMISSION EXPIRES DEC 28, 2027

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Michael Grasso

Home Address: 122 Young Ave
Cedar Grove, NJ 07009

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

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TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZE THE APPLICATION OF A LOCAL EFFICIENCY ACHIEVEMENT PROGRAM (LEAP) IMPLEMENTATION GRANT FOR SHARED SERVICES WITH THE TOWNSHIP OF CEDAR GROVE AND LITTLE FALLS AND THE BOROUGH OF WOODLAND PARK

WHEREAS, the State of New Jersey has appropriated $2 million for Shared Services and Implementation, Challenge, and County Shared Services Coordinator Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Township of Verona, the Township of Cedar Grove, the Township of Little Falls, and the Borough of Woodland Park propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to purchase a new Sewer Jetter/VAC Truck, which will benefit the residents of all participating local units; and

WHEREAS, the Township of Verona has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Verona Township Council, that the Township of Verona will apply for a LEAP Implementation Grant in the amount of $300,000 to support implementation of this shared service on behalf of itself, and on behalf of the Township of Cedar Grove, the Township of Little Falls, and the Borough of Woodland Park and if awarded and upon execution of said Agreement, the Township of Verona does accept the Terms and Conditions specified in the Agreement in connection to this grant award.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

PERMITTING THE REMOVAL OF AN EXTRAORDINARY TREE PURSUANT TO CHAPTER 493, ARTICLE II, PARAGRAPH 21(C) OF THE CODE OF THE TOWNSHIP

WHEREAS, the property owner at 7 Nassau Road, Block 107, Lot 3, had requested a permit to remove a White Oak tree located on their property; and

WHEREAS, the tree has a diameter of forty-three (43) inches, said tree is defined as extraordinary trees in Chapter 493, Article II of the Township Code; and

WHEREAS, the Township Forester has reported that the tree is showing signs of decay and the crown shows severe dieback and is therefore a hazard to the dwelling, recommending the tree be removed; and

WHEREAS, Chapter 493, Article II, paragraph 21(C) of the Township Code states that removal of extraordinary trees shall be prohibited except upon the specific written recommendation of the Zoning Official after consultation of the Township Forester and approval by resolution of the Township Council; and

WHEREAS, the Zoning Official is in agreement with the Township Forester's recommendation as stated in the attached memorandum.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona that due to the forester's concern, immediate removal of the tree was warranted.

BE IT FURTHER RESOLVED, that this resolution shall serve as the written authorization pursuant to Chapter 493, Article II, Paragraph 21(C).

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY

TOWNSHIP MANAGER
KEVIN O'SULLIVAN
TOWNSHIP CLERK
JENNIFER KIERNAN

DEPUTY MANAGER
MICHAEL KRAUS
TOWNSHIP ATTORNEY
BRIAN J. ALOIA, ESQ.

VERONA COMMUNITY CENTER
880 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044

MUNICIPAL BUILDING
600 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044
(973) 239-3220
WWW.VERONANJ.ORG

DEPARTMENT OF PUBLIC WORKS
10 COMMERCE COURT
VERONA, NEW JERSEY 07044

Zoning Office 880 Bloomfield Avenue, Verona, NJ 07044 973-857-4772

MEMORANDUM

March 3, 2026

TO: **Jennifer Kiernan, Township Clerk**

FROM: **Kathleen Miesch, Zoning Official**

RE: **Extraordinary Tree Removal – 7 Nassau Road/19 Crestmont Road**

Please accept this as a request for the Township Council to approve the removal of an extraordinary tree on the property known as **7 Nassau Road/19 Crestmont Road Avenue, Block 107, Lot 3**. The extraordinary tree is a **43 inch in diameter White Oak tree**. Attached please find the letter from the Township Forester, Greg Dujets, Dujets Tree Experts dated February 24, 2026. The tree is located on the right side of the garage and is in poor condition. The tree shows signs of decay and the crown shows severe dieback. The tree is hazardous to the house and the recommendation is for removal.

Per § 493-18 An extraordinary tree is defined as any tree with a DPM of 36 inches or greater or any tree designated by the Township Council as an historic or landmark tree and such other trees or species of tree as the Council may, from time to time, designate as an extraordinary tree.

Per § 493-21 C. Extraordinary trees shall be maintained in a living condition, and it shall be unlawful for any person to harm or remove said tree without an approved tree removal permit. All reasonable efforts shall be made to preserve extraordinary trees, including, but not limited to, if feasible, relocation of infrastructure, roadways, and buildings. Removal of extraordinary trees shall be prohibited except upon the specific written recommendation of the Zoning Official after consultation of the Township Forester and approval by resolution of the Township Council.

Arborist Services By
DUJETS TREE
EXPERTS Inc

54 Notch Road
Woodland Park, NJ 07424
(973) 256-0007
www.dujetstree.com
gregdujets@dujetstree.com

February 24, 2026

7 Nassau Rd/19 Crestmont Rd:

The 43" DBH white oak located on the right side of the garage is in poor condition. The tree shows signs of decay and the crown shows severe dieback. The tree is a hazard to the house and I recommend the tree be removed.

Thanks

Gregory Dujets
LTE # 559

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZING A SHARED SERVICES AGREEMENT 2026-2029 BETWEEN THE TOWNSHIP OF VERONA AND THE BOROUGH OF ROSELAND FOR CONSTRUCTION OFFICIAL, SUB-CODE OFFICIAL AND INSPECTION SERVICES

WHEREAS, the Township Council of the Township of Verona and the Mayor and Council of the Borough of Roseland share a commitment to cost effective municipal service delivery; and

WHEREAS, consistent with that commitment, Verona previously entered into a Shared Services Agreement to provide Roseland with Construction Official, Sub-Code Official and Inspection services which expires on December 31, 2026; and

WHEREAS, Verona and Roseland are desirous to renew the Shared Services agreement to continue to provide Construction Official, Sub-Code Official and Inspection services during the period of January 1, 2026 through December 31, 2029; and

WHEREAS, the Township Manager recommends entering into the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, State of New Jersey, that the Township Manager is authorized to execute the attached agreement and take any other necessary measures to carry out the intent of this Resolution.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 MARCH 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

ENDORSING THE PLANNING BOARD'S APPROVAL OF THE FIRST AMENDMENT TO THE 4TH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

This resolution is in the process of being drafted by legal counsel.

The 4th round Housing Element and Fair Share Plan was adopted by the Planning Board on June 19, 2025 and endorsed by the Township Council at their meeting held on June 23, 2025 by Resolution No. 2025-127 (attached)

On March 3, 2026 the Planning Board approved the First Amendment to the Housing Element and Fair Share Plan (attached).

The Township Council shall take action by this resolution to endorse the Planning Board's approval of the amended plan on March 9, 2026.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

First Amendment to the Fourth Round Housing Plan Element and Fair Share Plan

Township of Verona
Essex County, New Jersey

Prepared:
February 17, 2026

Prepared for:
Township of Verona Planning Board

Prepared by:

T&M Associates
11 Tindall Road
Middletown, NJ 07748

_____
Daniel Hauben, PP, AICP. LEED Green Associate
NJ Professional Planner: 33LI00630300

DRAFT

Adopted on ____, 2026 by the Township of Verona Planning Board.
Endorsed on _____, 2026 by the Verona Township Council.

The original of this document has been signed and sealed in accordance with Law.

VERONA TOWNSHIP

Mayor and Council

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

Planning Board

Mayor Christopher Tamburro, Class 1
Kevin O'Sullivan, Class II, Township Manager
Deputy Mayor Jack McEvoy, Class III
Jessica Pearson, Class IV, Planning Board Chairperson
Jason Hyndman Class IV, Planning Board Vice Chairperson
Tim Camuti, Class IV, Planning Board Member
Jesse Lilley, P Class IV, Planning Board Member
David Freschi, Class IV, Planning Board Member
Julie Parker, Class IV, Planning Board Member
Jim Day, Alternate Member #1
Dylan Magarrell, Alternate #2

Dee Dee Carpinelli, Planning Board Secretary

Township Officials

Kevin O'Sullivan, Township Manager
Michael Kraus, Deputy Township Manager
Kristine Gould, Executive Assistant

Jennifer Kiernan, RMC, CMC, Township Clerk

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Amended Housing Element and Fair Share Plan Introduction

The Township of Verona ("Township"), Essex County, adopted a Fourth Round Housing Element and Fair Share Plan ("Adopted Plan" or "HEFSP") on June 19, 2025 as an amendment to the municipal master plan in accordance with the New Jersey Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq., as amended by P.L. 2024, c.2, hereinafter "FHA2"). In accordance with an Order of April 7, 2025 by the Honorable Aldo J. Russo, J.S.C., the Township's Adopted Plan addressed a fourth round prospective need obligation of 155 new affordable housing units and a fourth round present need obligation of zero (0) rehabilitation units. It also reaffirmed the Township's strategy for addressing its prospective need obligations from the first, second, and third affordable housing rounds (hereinafter "Prior Rounds"). Furthermore, in accordance with FHA2, the Adopted Plan adjusted the 155-unit prospective need to a 58-unit "realistic development potential", or "RDP", to reflect the limited vacant and developable land in Verona. This left a 97-unit "unmet need" (the difference between the prospective need and the RDP), of which the Township was required by FHA2 to satisfy a minimum of 25%, or 25 units.

The Township's Plan satisfied the 58-unit RDP with proposed redevelopment projects and existing age-restricted units, and the 25 units of unmet need with proposed zoning amendments in the "TC" Town Center zoning district.

The Plan was challenged by:

- A&R Skyline ("A&R") by way of submittal to the Affordable Housing Dispute Resolution Program ("Program") dated August 29, 2025;
- DMH2, LLC. ("DMH2") by way of submittal to the Program on August 31, 2025;
- JMF Properties, LLC ("JMF") by way of submittal to the Program on August 29. 2025; and
- By Fair Share Housing Center ("FSHC") by way of a submittal to the Program dated August 30, 2025 (collectively, "Parties").

Multiple mediation sessions took place between the Parties and the Township from October 21 through December 22, 2025, with Program Judge Honorable Julio L. Mendez, JSC (Retired) and Special Adjudicator Elizabeth K. McManus in order to attempt to resolve the challenges to the Plan.

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The challenges were resolved as follows:

A&R Challenge

A&R is the owner of a vacant 1.77-acre tract of land consisting of Lot 6 on Block 2205, which was previously a tunnel entrance for a railway running parallel to Bloomfield Avenue. As the Township was still considering, but had not yet agreed to, conceptual designs provided by A&R at the time of the June 19, 2025 adoption of its 4th Round Plan, the Township included the site in the Adopted HEFSP with a *minimum* of 19 total units and 4 affordable units, plus bonus credits. This was done to allow the Township to include the property in its HEFSP while still allowing the Township and its professionals time to fully vet the concepts provided by A&R and finalize negotiations.

A&R challenged the HEFSP, claiming that the 19-unit yield identified in the Adopted HEFSP was not economically viable for the site and that it would not present a realistic opportunity for the creation of affordable housing. They requested, in their challenge, that the property be included in the Plan with between 38 and 60 units.

The Township negotiated with A&R and arrived at an agreement that the HEFSP will be amended to include the property with 28 total townhouse units, of which three (3) would be affordable and available to families, and one (1) would be used as a home for the developmentally disabled with a minimum of three (3) bedrooms for the disabled population, for a total of six (6) affordable housing units.

JMF Challenge

JMF is the contract purchaser of 251-½ Grove Avenue, also known as Block 1201, Lot 12, which is a former industrial site having an area of 5.54 acres. The property is in the C-2 zone, which the Township had amended in 2024 to permit up to 165 assisted living beds on the property, including 25 beds for low- and moderate-income residents. The Township included the property in its 4th Round HEFSP; however, some weeks following the adoption of the HEFSP the property owner indicated that assisted living was no longer a viable option on the site. JMF, despite not making the Township aware of its interest in the property, filed a challenge to the HEFSP which sought to have the site rezoned to allow between 160 and 180 affordable independent senior living units.

Because the Township would be ineligible to receive any additional credits from the development of age restricted units at the 251-½ Grove Avenue site, due to the surplus of affordable senior units at the existing Hillwood Senior Housing site off-of Fairview Avenue, the Township and JMF settled the challenge to amend their challenge to a family townhouse project of 84 units of which 17 units, a 20% set-aside, would be affordable.

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DMH2 Challenge

DMH2 withdrew its Challenge due to the Township finalizing a settlement agreement on November 25, 2025 related to the development of their property on Bloomfield Avenue. As a result of the withdrawal, no changes are required to the HEFSP in relation to DMH2.

FSHC Challenge

Fair Share Housing Center is a non-profit organization with a stated mission of mission of reducing barriers to safe, healthy, and affordable housing in New Jersey. Following the statutory June 30, 2025 deadline for municipalities to adopt their 4th Round HEFSPs, FSHC challenged the Plans of hundreds of municipalities in New Jersey, either seeking additional information about plan components or challenging the substance and constitutionality conformity of the Plans. In the case of the Township of Verona's 4th Round Plan, the core of FSHC's challenge was a disagreement over the methodology used to achieve the 58-unit RDP adjustment of the Township's 4th Round Prospective need. The Township addressed FSHC's challenge with an amended vacant land adjustment analysis that increased the RDP to 67 units, reducing the unmet need to 88 units The remaining aspects of the FSHC challenge concerned verification of prior round credits and clarification of, and suggested enhancements to, the Township's proposed unmet need mechanisms.

Amending the 4th Round HEFSP

Pursuant to agreements entered into between the Township of Verona, FSHC, A&R, JMF, and DMH2, the Township hereby amends the June 19, 2025 adopted HEFSP as follows:

- The Township revises its RDP from 58 units to 67 units, and revises its Unmet Need from 98 units to 88 units, and the portion required by statute to be satisfied in the plan shall be 25% of that, or 22 units (down from 25 units);
- The Township updates its 4th Round compliance plan based on settlements with A&R and JMF, and Fair Share Housing Center;
- The Township updates the 4th Round Spending Plan to reflect newly adopted regulations.

Additionally, the Township will adopt all necessary ordinances or ordinance amendments necessary to implement the Amended HEFSP, including zoning ordinances, redevelopment plans, and ordinances concerning the administering of affordable housing and the collection and spending of affordable housing trust funds.

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Amended Fair Share Plan

Affordable Housing Obligation

A municipality's affordable housing obligation is made up of both a present need (rehabilitation obligation) and a prospective need obligation (new construction obligation). Obligations are calculated in time periods known as "rounds." Whereas present need obligations reset each round, prospective need obligations accumulate overtime.

The Township adopted a Third Round Housing Element and Fair Share Plan in June of 2023 which addressed its affordable housing obligations from the first, second, and third rounds, accumulated between 1987 to 2015 and projected from 2015 to 2025 in accordance with a settlement agreement between the Township and Fair Share Housing Center executed on March 10, 2021.

Pursuant to an agreement between the Township and Fair Share Housing Center dated April 2, 2025, and an April 7, 2025 order of the Honorable Judge Aldo J Russo, JSC, the Township has a 4th Round prospective need obligation of 155 units and a present need obligation of 0 units.

Consequently, the Township's cumulative and current affordable housing obligations are as follows:

- Prior Round (Rounds 1 & 2, from 1987-1999) Obligation: 24 units
- Round 3 (from 1999-2025) Prospective Need Obligation: 215 Units
- Round 4 (from 2025-2035) Present Need (Rehabilitation Obligation): 0 units
- Round 4 (from 2025-2035) Prospective Need Obligation: 155 Units

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Vacant Land Adjustment & Realistic Development Potential (RDP)

As a mostly built-out municipality, the Township was eligible to adjust its 155-unit 4th Round prospective need based upon a lack of vacant land in order to reduce the portion of its prospective need that is required to be created by 2035, when the fourth round ends. The adjustment is determined through an analysis of geospatial data, in which the Township is statutorily required to identify all properties in the Township that are "vacant" and "available", determine the portion of those properties that are not environmentally constrained or legally encumbered, and calculate the number of affordable units that could hypothetically be produced on the unconstrained portions of those properties based upon a suitable density and a presumption that 20% of the housing units produced on the properties would be set-aside for low- and moderate-income households. In order to settle the challenge from FSHC, the Township has also

included properties that are not vacant and available[1] but which are expected to be redeveloped and included in the housing plan.

The analysis concluded that the vacant and redevelopable lands in the Township could produce **67 affordable units** if zoned for inclusionary development with a 20% set-aside. This is referred to as the realistic development potential, or RDP.

Historically, the difference between the prospective need and the RDP has been referred to as the "unmet need", and has been addressed in part or in whole through mechanisms like overlay zoning or accessory apartment incentive programs which create opportunities for affordable housing, but which are not required to create that housing during the 10-year affordable housing round. The unmet need from an RDP of 67 and a prospective need of 155 units is **88 units**. FHA2 requires towns that receive a vacant land adjustment to provide for zoning or other mechanisms that provide a realistic opportunity for at least 25% of the unmet need to be created during the 4th Round. For Verona Township, that number is **22 units**.

Prior Round and Round 3 Obligations

Verona Township adopted a Third Round Housing Element and Fair Share Plan in June of 2023 that addressed the Township's **24-unit** first and second round prospective need and **215-unit** third round prospective need obligations. The Adopted 4th Round HEFSP identified and reaffirmed the creditworthiness of the housing units addressing the obligations of the prior rounds. Documentation of those housing units can be found in the appendices of the Township's Third Round Housing Element and Fair Share Plan and in the appendices of this 4th Round HEFSP Amendment. No changes are required to the compliance plan for the Prior Rounds.

Round 4 Prospective Need

Verona's fourth round prospective need of **155 units** is adjusted to a **67-unit** RDP and an **88-unit** unmet need, due to a lack of vacant and available land**.** Pursuant to FHA2, the HEFSP must address the entire RDP and at least 25% of the unmet need with compliance mechanisms that have a realistic probability of producing affordable housing during the round ending on June 30, 2035. This amendment to the 4th Round HEFSP reaffirms and expands upon the compliance strategy in the Adopted 4th Round HEFSP based upon the settlements between the Township and FSHC, JMF, and A&R, as follows:

Satisfaction of the 67-unit RDP

Hillwood/Verona Senior Housing. This **159-unit**, 100% affordable senior living facility at 100 Hillwood Terrace (Block 2701, Lot 23) was utilized to satisfy a portion of the prior round obligations with 59 units. An additional **12 units** will be applied

[1] As defined by the Council on Affordable Housing at N.J.A.C. 5:93-1.3

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toward the fourth round, which is within the 30% cap on age-restricted units identified at N.J.S.A. 52:27D-311(l).

320 Bloomfield Avenue. The adopted 4th Round HEFSP indicated that a redevelopment plan was prepared for this project at Block 704, Lots 18 and 20, but the originally intended redeveloper asked the Township to delay its adoption. The Township will proceed with adoption of the redevelopment plan for the property, with the same **12-unit** yield and 20% (**2-unit**) set-aside stated in the Adopted plan. The suitability criteria for this site were addressed in the adopted HEFSP and are unchanged for the purposes of this amendment.

Hillcrest Farms / 383 Bloomfield Avenue. The Township is proceeding with adopting a redevelopment plan that allow for a yield of **33 units** at Block 708, Lot 1, including at least **five (5) affordable housing units**, consisting of one (1) 3-bedroom affordable family unit and a minimum of four (4) special needs bedrooms**.** This is unchanged from the adopted HEFSP. The suitability criteria for this site were addressed in the adopted HEFSP and are unchanged for the purposes of this amendment. As a site with an interested developer, the five affordable units can produce **4.5 bonus credits**, consisting of one (1) bonus credit for each of the four (4) special needs bedrooms and 0.5 redevelopment bonus credits for the one (1) family affordable apartment. This results in a combined **9.5 credits** toward the 4th Round RDP.

Richfield Regency / 420 Bloomfield Avenue. The Township will adopt a redevelopment plan for Block 710, Lot 3, which will permit the mixed-use development having up to **65 residential units** including **10 affordable units**. The suitability criteria for this site were addressed in the adopted HEFSP and are unchanged for the purposes of this amendment. As the property has an interested developer, it is eligible for 0.5 redevelopment bonus credits per affordable unit, or **five (5) bonus credits** for a total of **15 credits** toward the 4th Round RDP.

DMH2 / 176 Bloomfield Avenue. Unchanged from the adopted 4th Round HEFSP, the Township will proceed with a redevelopment plan permitting **28 residential units** on Block 202, Lots 1 and 23, including **four (4) affordable units.** As a redevelopment project, the project is eligible for 0.5 bonus credits for each affordable unit, or **two (2) bonus credits** for a total of **six (6) credits** toward the 4th Round RDP. The suitability criteria for this site were addressed in the adopted HEFSP and are unchanged for the purposes of this amendment.

A&R Skyline / 885 Bloomfield Avenue. Pursuant to the settlement agreement between A&R and the Township Council, the Township will adopt a redevelopment plan that will permit a **28-unit** townhouse development on Block 2205, Lot 6, of which three (3) townhouse units will be affordable family townhouses and one (1) townhouse unit will contain three (3) bedrooms for individuals with developmental disabilities, for a total of **six (6) affordable units**, representing a 20% set-aside. The three family affordable units are eligible for 0.5 transit-oriented bonus credits each

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and the three special needs bedrooms are eligible for 1 bonus credit each, for a total of 4.5 bonus credits. However, due to the cap of 16 bonus credits for a 67-unit RDP, the Township is only claiming **3.5 bonus credits** from this project, for a total of **9.5 credits and units.** The suitability criteria for this site were addressed in the adopted HEFSP and are unchanged for the purposes of this amendment.

JMF Properties / 251 ½ Grove Avenue. Pursuant to the settlement agreement between JMF and the Township Council, the Township will undergo the process of designating Block 1201, Lot 12 as an area in need of redevelopment and immediately thereafter adopt a redevelopment plan that will permit up to **84 stacked townhouse units** inclusive of **17 family affordable units** (a 20% set-aside). The suitability criteria for this site were addressed in the adopted HEFSP and continue to be applicable notwithstanding the change in the intended development type from assisted living to family townhouses.

21-25 Grove Avenue. The 4th Round HEFSP will be amended to include this project. An application is before the Zoning Board of Adjustment at the time of this writing to construct an **eleven (11) unit** townhouse development on Block 1702, Lot 22, which would include **two (2) affordable units** in accordance with the Township's mandatory set-aside ordinance. The two affordable units are eligible for 0.5 redevelopment and transit oriented bonus credits each, for a total of **one (1) bonus credit** and a combined three **(3) credits** towards the 4th Round RDP. The property is suitable for inclusion in the HEFSP as follows:

- *"Available site" means a site with clear title, free of encumbrances which preclude development for low and moderate income housing.*

  The Township is not aware of any conditions of title or any legal encumbrances which would preclude production of affordable housing on this property.

- *"Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.*

  The property in question is located on the periphery of the Town Center Zone that fronts Bloomfield Avenue, and directly neighbors commercial uses to the south and single-family residential uses to the north. There are no significant environmental constraints that would preclude the site from producing affordable housing. Additionally, the site has access to appropriate streets and is adjacent to compatible uses.

- *"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable areawide water quality management plan (including the wastewater management plan) or is included in an amendment to the areawide water quality management plan submitted to and under review by DEP.*

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The site has access to existing water and sewer infrastructure and is within an existing approved sewer service area.

- *"Approvable site" means a site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.*

  The Township is not aware of any conditions which would preclude the site from being developed consistent with applicable State regulations.

The Township will satisfy its 67-unit RDP with **58 units and 16 bonus credits**, for a total of **74 credits**, leaving a **seven (7) unit** surplus that will be applied toward future affordable housing rounds.

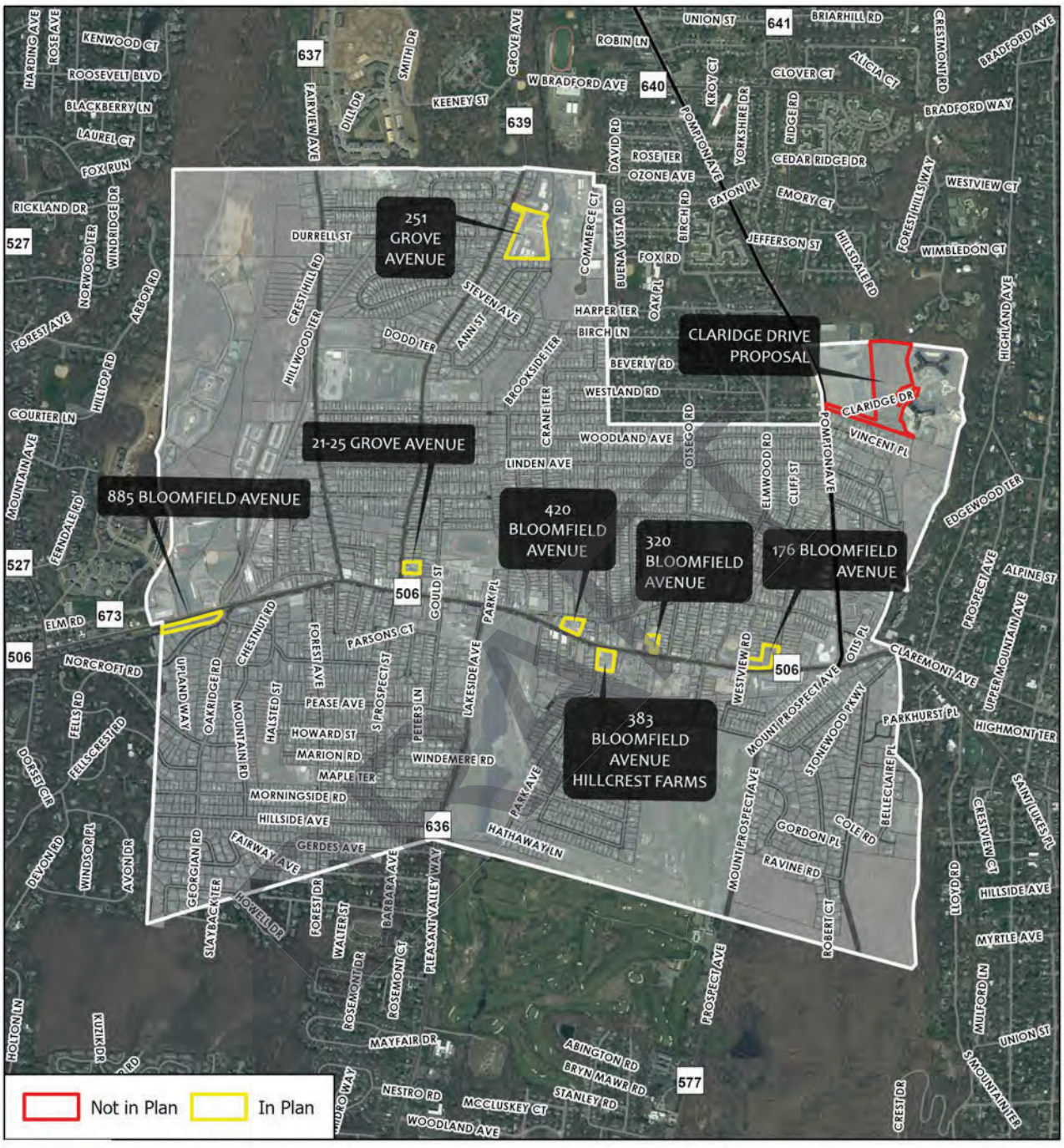
The Township will satisfy the Unmet Need with the following projects:

Town Center Mixed Use (TCMU) Overlay Zone District. This overlay zone was included in the adopted 4th Round HEFSP as a compliance mechanism for addressing the RDP. However, for the purposes of this Amended HEFSP, it will be utilized to address a portion of the Unmet Need. As stated in the Adopted HEFSP, the overlay zone permits up to 70 units across the affected area. The ordinance will be amended to require that any development undertaken in accordance with the overlay zoning shall provide a 20% set-aside, creating an opportunity for up to **14 affordable housing** units. The Township agrees in its Settlement with Fair Share Housing Center that if the TCMU overlay zone does not result in inclusionary development by June 30, 2030, the Township will amend or replace the overlay zone to provide a more realistic opportunity for the creation of affordable housing.

Town Center (TC) Zone Amendment. As stated in the Adopted HEFSP, the Township will amend the Town Center zone to remove an existing provision that requires that any mixed-use development include an equal amount of floor area dedicated to residential and non-residential uses, in order to not only increase the likelihood of mixed-use inclusionary development in the TC zone but to also increase the amount of floor area that could be dedicated to the creation of affordable housing. Whereas the Adopted HEFSP made reference to an illustrative density of 10 units per acre that could be developed in the zone, the amendment to the TC zone will include a sliding scale density that permits up to 20 housing units per acre depending on lot size. This would create a realistic opportunity for at least **33 affordable units** in the TC zone, excluding 420 Bloomfield Avenue which is included in this plan as an RDP compliance mechanism.

The two unmet need mechanisms identified above produce a realistic opportunity for **47 affordable units,** more than double the requirement of 22 units under FHA2.

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400 Broadacres Drive
Suite 250
Bloomfield, NJ 07003
Phone: (973) 614-0005

0 800 1,600 3,200 Feet

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Prepared by: DLH, 02.13.2026
Source: NJDEP, NJOGIS
File Path: G:\Projects\VRNA\G2501\GIS\Verona General Map\VeronaAffordableHousing.aprx

Fourth Round Affordable Housing Sites
And Lands Considered
Verona Township
Essex County, NJ

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

Satisfaction of the 67 Unit RDP: Verona's Fourth Round HEFSP	Total Units	Affordable Units	Credits
Hillwood Terrace (30% Cap)	12	12	12
320 Bloomfield Avenue	12	2	2
383 Bloomfield Avenue	33	5	9.5
420 Bloomfield Avenue	65	10	15
176 Bloomfield Avenue	28	4	6
885 Bloomfield Avenue	28	6	9.5
251.5 Grove Avenue	84	17	17
21-25 Grove Avenue	11	2	3
	273	**58**	**74**

Other Amendments and Agreement Terms

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Pursuant to the agreement to be executed by the Township of Verona and the Parties, the Township will amend its Affordable Housing Ordinance, at Article XIX, "Affordable Housing", and Development Fee Ordinance, at Article XXI, "Development Fee", of Chapter 150, "Zoning", of the Township Code, to reflect changes to the Fair Housing Act pursuant to P.L. 2024, c.2, amendments to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq., and newly adopted rules at N.J.A.C. 5:99, which amend and replace portions of COAH's rules at N.J.A.C. 5:93 and N.J.A.C. 5:97.

The Township also agrees to the following terms:

Zoning and Redevelopment Plans

Not later than March 15, 2026, the Township will adopt redevelopment plans and zoning ordinances for 176, 320, 383, 420, and 885 Bloomfield Avenue, as well as 251-½ Grove Avenue. The Township will also amend its Township-wide mandatory set-aside ordinance to require a 20% affordable housing set-aside with rounding to the nearest whole number, with exceptions for the redevelopment of 383 and 420 Bloomfield Avenue.

Spending Plan

Consistent with the Township's agreement with FSHC, the Township amends its Spending Plan based upon N.J.A.C. 5:99.

Minimums & Maximums

The FHA2 stipulates certain requirements within C.52:27D-311.k(10)1 which the Verona plan meets. The following is noted:

- A maximum of 30% of the affordable housing units, exclusive of any bonus credits, to address its prospective need affordable housing obligation, may be addressed with age restricted housing. The fourth round obligation is being partially addressed with 12 existing age-restricted units at Hillwood Verona Senior Housing, which is less than the 30% cap of 17 units based on 58 units in the plan.
- A minimum of 50% of the actual affordable housing units, exclusive of bonus credits, created to address its prospective need obligation must be satisfied with the creation of housing available to families with children. More than 50% of units in the Township's compliance plan – 39 units compared to the minimum of 29 units - are family units.
- A minimum of 25% of the actual affordable housing units, exclusive of bonus credits, created to address the Township's prospective need obligation, must be satisfied with the creation of rental housing. Half of the rental units must be available to families with children. Thirty-eight (38) of the 58 affordable units in the plan are rentals, and 19 of them (50%) are family units.
- A minimum of 13% percent of all affordable units referenced in this HEFSP addressing the Township's fourth round prospective need obligation shall be very low-income units for households earning 30 percent or less of the regional median income. The very-low income requirement will be satisfied through the creation of special needs housing units at 383 and 885 Bloomfield as well as the creation of family very-low income units at the developments proposed in the plan in accordance with the 13% very-low income requirement under the Township's affordable housing ordinance. Additionally, 117 of the 159 senior units at Verona Senior Housing are age-restricted very-low income units.

The Township will ensure to the best of its ability that all affordable housing units satisfying the prior round obligations will continue to meet the applicable minimums and maximums set forth in the third round settlement agreement with FSHC as well as any applicable regulatory or statutory requirements.

Conclusion

The adoption of this document by the Verona Planning Board and its endorsement by the Verona Mayor and Council shall constitute an amendment to the Fourth Round HEFSP adopted on June 19, 2025 to address the terms of the agreements between the Township and the Parties with respect to the satisfaction of the

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Township's fourth round obligation and its compliance the constitutional obligation to produce a realistic opportunity for affordable housing.

Appendices

This report contains the following appendices.

Appendix A: Agreements with FSHC, A&R, DMH2, and JMF

Appendix B: Amended Vacant Land Adjustment

Appendix C: Amended Development Fee & Affordable Housing Ordinances

Appendix D: Amended Spending Plan

Appendix E: 320 Bloomfield Redevelopment Plan

Appendix F: 383 Bloomfield Redevelopment Plan

Appendix G: TCMU Amendment

Appendix H: 420 Bloomfield Redevelopment Plan

Appendix I: 885 Bloomfield Redevelopment Plan

Appendix J: 251 ½ Grove Redevelopment Plan

Appendix K: TC Town Center Zone Amendment

Appendix L: Amended Administrative Manuals and Affirmative Marketing Plan

Appendix M: Updated Third Round Documentation

Appendix N: June 2025 Adopted Fourth Round Housing Element and Fair Share Plan

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Appendix A: Agreements with FSHC, A&R, DMH2, and JMF

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PREPARED BY THE AFFORDABLE HOUSING PROGRAM:

	Superior Court of New Jersey Law Division, Civil Part
In the Matter of the Application of the Township of Verona	Docket No. ESX-L-594-25 **Program Settlement Recommendation - Housing Element and Fair Share Plan**

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THIS MATTER, having come before the Affordable Housing Dispute Resolution Program (Program), pursuant to the Complaint for Declaratory Judgment filed in this matter on January 22, 2025 (DJ Complaint) by the Petitioner, the Township of Verona (Township), pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (FHA), and in accordance with Administrative Directive #14-24 and its Addenda, seeking a certification of compliance with the FHA;

AND IT APPEARS that on April 7, 2025, the Hon. Aldo J. Russo, J.S.C. entered an Order as follows:

(a) Establishing the Township's Fourth Round "present need" at 0;

(b) Establishing the Township's Fourth Round "prospective need" at 155;

(c) Directing the Township to prepare and adopt a Housing Element and Fair Share Plan on or before June 30, 2025; and

(d) Granting the Township immunity from exclusionary zoning litigation; and

AND IT APPEARS that the Township timely adopted and filed the Township's Proposed Fourth Round Housing Element and Fair Share Plan (HEFSP);

AND IT APPEARS that a challenges to the Township's Fourth Round HEFSP were timely filed by interested parties: Fair Share Housing Center, DMH2 LLC, A&R Skyline Properties LLC, and JMF Properties LLC;

AND the Program having appointed Special Adjudicator Elizabeth McManus, PP, AICP;

And the Program having been advised in writing on December 10, 2025, that a settlement had been reached between the Township and DMH2 LLC such that it had withdrawn its challenge;

AND the Program Member having conducted a settlement conference(s) on October 21, 2025, December 11, 2025, and a session on December 22, 2025, at which time all parties reached a settlement. The settlement terms were placed on the record and include, but are not limited to the following:

(a) The Township's Present Need (Rehabilitation) Obligation is 0;

(b) The Township's Prospective Need Obligation (2025-2035) is 155;

(c) The Township's First and Second Rounds Obligation is 24;

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(d) The Township's Third Round Obligation (1999-2025) is 215;

(e) The Township shall satisfy its Prior Round Obligations as follows:

Prior Round Obligations

NAME	TYPE	UNITS	BONUSES	TENURES	STATUS
Hillwood Senior Housing	100% Affordable Senior	59	0	Rent	Constructed
ARC of Essex County	Special Needs	6	6	Rent	Constructed
Jewish Services Group Home	Special Needs	2	0	Rent	Constructed
Spectrum 360, LLC	Inclusionary Family	15	11	Rent	Approved
Cameco / Verona Flats	100% Affordable Family	95	43	Rent	Constructed
Project Live	Special Needs	3	0	Rent	Constructed

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(f) The Township's Fourth Round obligation is 155. The obligation has been adjusted pursuant to a Vacant Land Adjustment (VLA) with a Realistic Development Potential (RDP) of 65. The Township shall satisfy its Fourth Round RDP as follows:

NAME	TYPE	UNITS	BONUSES	TENURES	STATUS
Hillwood Senior Housing (surplus)	100% Affordable Senior	12	0	Rent	Constructed

NAME	TYPE	UNITS	BONUSES	TENURES	STATUS
21-25 Grove Avenue	Inclusionary Family	2	1	Rent	Proposed
320 Bloomfield Avenue & 11 Church Street	Inclusionary Family	2		Rent	Proposed
Hillcrest Farms/383 Bloomfield Avenue	Inclusionary Family	5	4.5	Rent	Proposed
Richfield Regency/420 Bloomfield Avenue	Inclusionary Family	10	5	Rent	Proposed
855-885 Bloomfield Avenue (A&R)	Inclusionary Family	6	3.5	Sale	Proposed
176 Bloomfield Avenue (DMH2)	Inclusionary Family	4	2	Rent	Proposed
251 Grove Avenue (JMF)	Inclusionary Family	18		Rent	Proposed

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(g) The Township's Fourth Round Unmet Need is 90. The Township shall satisfy its Fourth Round Unmet Need as follows:

Fourth Round Unmet Need

NAME	TYPE	UNITS	TENURES	STATUS
TC Zone Amendment	TBD	25+	TBD	Proposed
Town Center Mixed Use Overlay	TBD	14+	TBD	Proposed

AND the parties have represented that they will execute written settlement agreements and file them with the court;

AND the Township having represented it intends to adopt an Amended HEFSP in accordance with the terms of the settlement;

AND the Special Adjudicator Elizabeth McManus, PP, AICP having submitted a written report to the Program Member recommending endorsement of the settlement terms (attached hereto as Exhibit A);

AND the Program Member having determined that the terms of the settlement are fair, reasonable and adequately protects the interests of low and moderate-income residents of the Township;

AND the Program Member having determined that the terms of the settlement are constitutionally compliant and provide a fair and reasonable opportunity for the Township to meet its obligations under the FHA and Mount Laurel doctrine;

AND for all those reasons, as well as those set forth in the Statement of Reasons (attached hereto as Exhibit B), the Program Member hereby recommends an ORDER directing that:

(a) The settlement terms as set forth above are approved; and

(b) In accordance with N.J.S.A. §52:27D-304.1(f)(2)(c), on or before March 15, 2026, the Township shall adopt and file its Amended HEFSP that

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contains the terms of the settlement as well as the implementing ordinances and resolutions proposed within the Amended HEFSP; and

(c) Thereafter, the court shall schedule a Fairness and/or Compliance Hearing to consider approval of the Township's Amended HEFSP and the issuance of a Certification of Compliance and Repose; and

(d) Grant the Township continued immunity from exclusionary zoning litigation for the duration of the compliance process conditioned upon the Township's compliance with its order and good faith implementation of the Amended HEFSP and good faith participation in the compliance process.

Respectfully Submitted by the Program:

By:

/s/ *Hon. Julio L. Mendez*
Hon. Julio L. Mendez, J.S.C. (Ret.)

Dated: January 12, 2026

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KMA
KYLE+MCMANUS ASSOCIATES
POLICY
PLANNING
DESIGN

SPECIAL ADJUDICATOR REPORT

IMO the Application of the Township of Verona, Essex County

Docket No. ESX-L-594-25

January 5, 2026

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Prepared for:

Hon. Julio Mendez, J.S.C. (ret.)

Affordable Housing Dispute Resolution Program
Richard J. Hughes Justice Complex
P.O. Box 037
Trenton, New Jersey 08625

Prepared by:

Elizabeth K. McManus, PP, AICP

Special Adjudicator
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1.0 INTRODUCTION

This report has been prepared and submitted in my capacity as Special Adjudicator to assist the Affordable Housing Dispute Resolution Program ("Program") in the case titled, In the Matter of the Application of the Township of Verona, Docket No. ESX-L-594-25.

The following Report addresses the below listed topics:

- Compliance of the Township of Verona's *Fourth Round Housing Element and Fair Share Plan* (adopted June 19, 2025) ("Housing Plan"), and as supplemented by the Township and proposed for amendment via the Mediation Agreement with FSHC.

The Township's Housing Plan received 4 objections. Each objection identified deficiencies in the Township's Housing Plan. The 3 developer-objectors each sought inclusionary development on their property. All objections are tentatively resolved with settlement agreements (developer-objectors) or a mediation agreement (FSHC) that have been drafted but are not yet fully executed, as of the writing of this Report.

- The objection filed by Ariela Rutback-Goldman, Esq. on behalf of Fair Share Housing Center ("FSHC"), dated August 30, 2025.
- The objection filed by Cameron W. MacLeod, Esq. on behalf of DMH2, LLC ("DMH2"), dated August 31, 2025. The property the developer sought to have included in the Housing Plan is a 1.56 acre site on Block 202, Lots 1 and 23.
- The objection filed by Steven Mlenak, Esq. on behalf of A&R Skyline Properties LLC ("A&R"), dated August 31, 2025. The property the developer sought to have included in the Housing Plan is a 1.77 acre site on Block 2205, Lot 6.
- The objection filed by Paul G. Jemas, Esq. on behalf of JMF Properties, LLC ("JMF"), dated August 29, 2025. The property the developer sought to have included in the Housing Plan is a 5.54 acre site on Block 1201, Lot 12.

The following provides a summary of Verona's participation in the Program. In addition to the formal settlement conferences listed below, there were several other discussions I had with the parties and between the parties.

- January 22, 2025: Declaratory judgement filed by the Township
- April 7, 2025: Decision and Order Fixing Municipal Obligations for "Present Need" and "Prospective Need" for the Fourth Round Housing Cycle issued by the Honorable Aldo J. Russo, J.S.C.
- June 20, 2025: Submission of adopted Housing Plan to the Program
- August 29, 2025: Objection to Verona's Housing Plan filed by JMF
- August 29, 2025: Objection to Verona's Housing Plan filed by A&R
- August 31, 2025: Objection to Verona's Housing Plan filed by FSHC
- August 31, 2025: Objection to Verona's Housing Plan filed by DMH2
- September 30, 2025: Settlement Conference between all parties
- December 11, 2025: Settlement Conference between all parties
- December 17, 2025: Session

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2.0 CONTEXT FOR REVIEW

This Report reviews Verona's Housing Plan and supplemental submissions against the New Jersey Fair Housing Act (*N.J.S.A.* 52:27D-301 et seq) ("FHA"), the adopted rules by the Council on Affordable Housing ("COAH") (*N.J.A.C.* 5:93, *N.J.A.C.* 5:97), to the extent applicable, relevant case law, the Uniform Housing Affordability Control Rules, *N.J.A.C.* 5:80-26.1 et seq. ("UHAC"), to the extent applicable given that the rules are in the process of being amended as of the issuance of this Report, Division of Local Planning Service Fair Housing Act Rules (*N.J.A.C.* 5:99), to the extent applicable given that the rules are draft as of the issuance of this Report, and the Administrative Directives issued by the Program (#14-24, Addendum to #14-24).

The FHA, amended in 2024, set forth a new methodology for calculation of municipal affordable housing obligations, strategies and requirements for preparing a housing plan and satisfying the affordable housing obligations, and procedure for gaining approval of a housing plan and immunity from builder's remedy litigation, among a variety of other topics. As part of these amendments, the Program was created to oversee the newly created process. The goal for each municipality that enters the process is to obtain a compliance certification, which "protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a "judgment of compliance" or "judgment of repose'" (*N.J.S.A.* 52:27D-304.q.).

While the FHA provides a variety of strategies and requirements for preparing a housing plan and satisfying a municipal affordable housing obligation, it requires municipalities, as well as objectors, to continue to rely upon adopted COAH's rules for many aspects of compliance:

> *All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L.2024,c. 2 (C.52:27D-304.1 et al.), or binding court decisions.* (*N.J.S.A.* 52:27D-311.m.)

Additionally, the FHA provides guidance on not just the newly calculated obligations of the present need and the prospective need, but also how a housing plan should address the prior round obligations.

> *As part of its housing element and fair share plan, the municipality shall include an assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing obligations as established by prior court approval, or approval by the council, and determine to what extent this obligation is unfulfilled or whether the municipality has credits in excess of its prior round obligations… In addressing prior round obligations, the municipality shall retain any sites that, in furtherance of the prior round obligation, are the subject of a contractual agreement with a developer, or for which the developer has filed a complete application seeking subdivision or site plan approval prior to the date by which the housing element and fair share plan are required to be submitted, and shall demonstrate how any sites that were not built in the prior rounds continue to present a realistic opportunity, which may include proposing changes to the zoning on the site to make its development more likely, and which may also include the dedication of municipal affordable housing trust fund dollars or other monetary or in-kind resources. The municipality shall only plan to replace any sites planned for development as provided by a prior court approval, settlement agreement, or approval by the council, with alternative development plans, if it is determined that the previously planned sites no longer present a realistic opportunity, and the sites in the alternative development plan provide at least an equivalent number of affordable units and are otherwise in compliance with the "Fair Housing Act,."* (*N.J.S.A.* 52:27D-304.1.f.(2)(a)) (emphasis added)

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3.0 REHABILITATION OBLIGATION

The Township's Round 4 rehabilitation obligation, also referred to as the present need, is 0 units.

Proposed Satisfaction

- None / not applicable.

Objections & Municipal Response

A. None.

Findings & Recommendations

A. None / not applicable.

4.0 ROUNDS 1 AND 2 (1987-1999)

The Township's Rounds 1 and 2 obligation is 24 units.

Proposed Satisfaction

- The Township utilizes a variety of family, senior and special needs affordable units, as well as bonus credits to satisfy the obligation.
- The credits which satisfy the obligation are consistent with the manner in which the Township's 2021 Settlement Agreement with FSHC satisfies the obligation.

Objections & Municipal Response

A. All objections have been resolved.

Findings & Recommendations

A. Conditionally Compliant.
   - The Township satisfies the entire obligation as well as the other requirements such as, but not limited to, the rental component and senior limitation.
   - The Township should submit the necessary documents to confirm the 24 credits.

5.0 ROUND 3 (1999-2025)

The Township's Round 3 obligation is 215 units.

Proposed Satisfaction

- The Housing Plan utilized a variety of family, senior and special needs affordable units, as well as bonus credits to satisfy the obligation.
- The credits which satisfy the obligation are not consistent with the manner in which the Township's 2021 Settlement Agreement with FSHC.

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Objections & Municipal Response

A. All objections have been resolved.

Findings & Recommendations

A. Conditionally Compliant.

- The Township satisfies the entire obligation as well as the other requirements such as, but not limited to, the rental, family and family rental requirements, and the senior limitation.
- The Township should submit the necessary documents to confirm the 215 credits.

6.0 ROUND 4 (2025-2035)

The Township's Round 4 obligation is 155 units. A vacant land adjustment, with an RDP of 65 and an unmet need of 90, is proposed.

Proposed Satisfaction

- The Township's Housing Plan calculated an RDP of 59; however, the Mediation Agreement increases it to 65 and revises the manner in which it is satisfied. The RDP is satisfied with family, senior and special needs units (including the developer-objector sites), as well as bonus credits.
- The unmet need and the 25% of realistic zoning are addressed through amendment to the Township's TC district and through a new mixed-use and inclusionary development overlay, as described in the Mediation Agreement.

Objections & Municipal Response - RDP

A. All objections have been resolved.

Findings & Recommendations

A. Conditionally Compliant.

- The Township satisfies the entire RDP as well as the other RDP requirements such as, but not limited to, the rental, family and family rental requirements, and the senior limitation.
- The Township satisfied the unmet need and 25% realistic zoning requirement through zoning amendments.
- The Township should adopt the required zoning ordinances and redevelopment plan amendments to implement the RDP and unmet need mechanisms, as set forth in the FSHC Mediation Agreement and developer Settlement Agreements.

7.0 MISCELLANEOUS

A. Administrative Documents. There are several administrative documents the Township will need to revise to reflect newly adopted regulations from HMFA and DCA, including but not limited to an affordable housing ordinance, affirmative marketing plan and spending plan.

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PREPARED BY THE AFFORDABLE HOUSING PROGRAM:

	Superior Court of New Jersey Law Division, Civil Part
In the Matter of the Township of Verona	Docket No. ESX-L-594-25

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Statement of Reasons

This Statement of Reasons addresses the challenge to the Township of Verona Fourth Round Housing Element and Fair Share Plan ("HEFSP"), in accordance with N.J.S.A. 52:27D-304.1(f)(2)(b), the directives of the Affordable Housing Dispute Resolution Program, and the legal standards established by the Mount Laurel doctrine and the Fair Housing Act. The recommendation analysis incorporates the history, evolving jurisprudence, and administrative framework governing municipal affordable housing compliance in New Jersey.

This matter came before the Affordable Housing Dispute Resolution Program ("Program") pursuant to a Complaint for Declaratory Judgment filed on January 22, 2025 ("DJ Complaint") by the Township of Verona ("Township"), in accordance with the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. ("FHA"), Administrative Directive #14-24 and its Addenda, seeking a certification of compliance with the FHA. By Order dated April 7, 2025, entered by the Honorable

Aldo J. Russo, J.S.C., the Township's Fourth Round "present need" obligation was established at zero (0), and its "prospective need" at one hundred fifty-five (155). The Township was further directed to prepare and adopt a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025, and was granted immunity from exclusionary zoning litigation. The Township timely adopted and filed its Proposed Fourth Round HEFSP. Challenges to this Plan were timely submitted by interested parties including Fair Share Housing Center, DMH2 LLC, A&R Skyline Properties LLC, and JMF Properties LLC.

The Program appointed Elizabeth McManus, PP, AICP, as Special Adjudicator, and the Program Member conducted settlement conferences on October 21, 2025, December 11, 2025, and a final session on December 22, 2025, at which time all parties reached a settlement which was placed on the record. On December 10, 2025, the Program was notified that a settlement had been reached between the Township and DMH2 LLC. The settlement includes the following terms: the Township's Present Need (Rehabilitation) Obligation was set at zero (0); the Prospective Need Obligation (2025-2035) at one hundred fifty-five (155); the First and Second Round Obligation at twenty-four (24); and the Third Round Obligation (1999-2025) at two hundred fifteen (215). The Township agreed to satisfy its Prior Round Obligations through already constructed or approved projects, including Hillwood Senior Housing (59 units), ARC of Essex County (6 units), Jewish

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Services Group Home (2 units), Spectrum 360, LLC (15 units approved), Cameco/Verona Flats (95 units), and Project Live (3 units).

The Township applied a Vacant Land Adjustment to its Fourth Round obligation of 155 resulting in a Realistic Development Potential ("RDP") of 65, to be met as specified: 12 surplus units at Hillwood Senior Housing (constructed), 2 units at 21-25 Grove Avenue (proposed), 2 units at 320 Bloomfield Avenue & 11 Church Street (proposed), 5 units at Hillcrest Farms/383 Bloomfield Avenue (proposed), 10 units at Richfield Regency/420 Bloomfield Avenue (proposed), 6 units at 855-885 Bloomfield Avenue (A&R, proposed), 4 units at 176 Bloomfield Avenue (DMH2, proposed), and 18 units at 251 Grove Avenue (JMF, proposed). The Fourth Round Unmet Need of ninety (90), to be addressed through 25+ units via a TC Zone Amendment (proposed) and 14+ units through the Town Center Mixed Use Overlay (proposed).

A written settlement agreement memorializing these terms will be executed and filed and uploaded with the court. The Township has stated its intent to adopt an Amended HEFSP incorporating the settlement terms. The Program Member has reviewed the settlement and determined that its terms are fair, reasonable, and adequately protect the interests of low- and moderate-income residents of the Township. Further, the Program Member concluded that the settlement terms are constitutionally compliant, providing a fair and reasonable opportunity for the

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Township to satisfy its affordable housing obligations under the FHA and the Mount Laurel doctrine.

For these reasons, and for those detailed in this Statement of Reasons, the Program Member recommends that an Order be entered: (a) approving the above-recited settlement terms; (b) directing, in accordance with N.J.S.A. 52:27D-304.1(f)(2)(c), that on or before March 15, 2026, the Township must adopt and file its Amended HEFSP, including all implementing ordinances and resolutions proposed within that Plan; (c) ordering that, subsequent to the filing, the court shall schedule a Fairness and/or Compliance Hearing to consider approval of the Amended HEFSP and the issuance of a Certification of Compliance and Repose; and (d) granting the Township continued immunity from exclusionary zoning litigation for the duration of the compliance process, provided that the Township complies with all such Orders, implements the Amended HEFSP in good faith, and fully participates in the compliance process.

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The primary focus is the compliance of the Township of Verona's Fourth Round Housing Element and Fair Share Plan ("Housing Plan"), adopted on June 19, 2025, and as supplemented and proposed for amendment contained in the settlement agreement with Fair Share Housing Center ("FSHC") and the various developers. The HEFSP was objected to by four challengers, each identifying deficiencies, with three developer-objectors seeking inclusionary development on their respective

properties. All objections are tentatively resolved through drafted settlement agreements with the developer-objectors and a mediation agreement with FSHC, although these agreements have not yet been fully executed as of the writing of this report, the terms were placed on the record. The objections were filed by Ariela Rutback-Goldman, Esq., on behalf of FSHC (August 30, 2025); by Cameron W. MacLeod, Esq., on behalf of DMH2, LLC, concerning a 1.56-acre site (August 31, 2025); by Steven Mlenak, Esq., on behalf of A&R Skyline Properties, LLC, for a 1.77-acre site (August 31, 2025); and by Paul G. Jemas, Esq., on behalf of JMF Properties, LLC, related to a 5.54-acre site (August 29, 2025).

The procedural history of Verona's participation in the Program includes key events such as the declaratory judgement filing (January 22, 2025), establishing of municipal obligations by court order (April 7, 2025), submission of the adopted Housing Plan (June 20, 2025), timely objection filings (August 29–31, 2025), and subsequent settlement conferences and sessions between September and December 2025.

The mediation process for Verona's Plan and supplemental submissions was conducted in accordance with the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), applicable COAH rules (N.J.A.C. 5:93 and 5:97), relevant case law, the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), draft Division of Local Planning Service Fair Housing Act Rules (N.J.A.C. 5:99), and the

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Program's administrative directives. The FHA, amended in 2024, established a new methodology for calculating affordable housing obligations and articulated procedural and substantive requirements to secure both approval of housing plans and immunity from builder's remedy litigation. The Program is guided by the impressive and detailed recommendations submitted by the appointed Special Adjudicator.

Municipalities, along with objectors, remain entitled to rely on COAH's adopted rules for various compliance mechanisms except where they are contradicted by statute or binding precedent. Importantly, the FHA requires housing plans to include an assessment of past compliance—specifically, whether prior round obligations have been met, remain unfulfilled, or have surplus credits, as well as the status of sites identified in previous rounds.

Verona's reviewed obligations for this planning period are as follows: the Round 4 (present need) rehabilitation obligation is zero units, requiring no action. Rounds 1 and 2 (1987–1999) set an obligation of 24 units, which the Township fulfills using a mix of family, senior, and special needs affordable units, including bonus credits and consistent with the 2021 Settlement Agreement with FSHC – thus, this obligation is found to be conditionally compliant, pending submission of appropriate documentation verifying the 24 credits. For Round 3 (1999–2025), the obligation is 215 units, similarly met with a combination of eligible affordable units

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and bonus credits; again, the Township is found conditionally compliant, subject to verification of credits. For Round 4 (2025–2035), Verona's obligation is 155 units, comprising a realistic development potential (RDP) of 65 units and an unmet need of 90 units, as refined by the anticipated Mediation Agreement. The RDP is to be satisfied by designated affordable family, senior, and special needs units across the developer-objector sites and bonus credits.

The unmet need and the required 25% realistic zoning are addressed through amendments to the Township's TC district and the introduction of a mixed-use, inclusionary overlay, as specified in the Mediation Agreement. All objections regarding the satisfaction of RDP and unmet need have been resolved, and the Township is conditionally compliant pending the timely adoption of the necessary zoning ordinances and redevelopment plan amendments. Verona will need to update various administrative documents, such as the affordable housing ordinance, affirmative marketing and spending plans, to reflect current regulations from the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Department of Community Affairs (DCA).

In conclusion, following a careful review of the entire record under the applicable statutory, regulatory, and judicial requirements, the Township's HEFSP is found to be conditionally compliant, with the recommendation that Verona timely

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submit verification documentation for its housing obligations and adopt the required ordinances to effectuate its Fourth-Round plan.

The Program also concludes that the terms of the settlement are fair, reasonable, and adequately protect the interests of low- and moderate-income residents of the Township. The Program also determined the settlement is constitutionally compliant and offers a fair and reasonable opportunity for the Borough to meet its FHA and Mount Laurel obligations. The Program recommends that an Order be entered approving the settlement terms as summarized above, and that, in accordance with N.J.S.A. §52:27D-304.1(f)(2)(c), the Township adopt and file its Amended HEFSP, including all required implementing ordinances and resolutions, by March 15, 2026.

Moving forward the Program recommends that the court should schedule a Fairness and/or Compliance Hearing to consider approval of the Amended HEFSP and the issuance of a Certification of Compliance and Repose. The order should also grant the Township continued immunity from exclusionary zoning litigation during the compliance process, conditioned on good faith compliance and implementation of the Amended HEFSP and participation in the process. The FHA also directs that municipalities rely on COAH's regulations for compliance mechanisms unless these are contradicted by statute or court decisions. Additionally, municipalities must review their fulfillment of prior round obligations, retain sites under contract or with

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completed applications for development, and only substitute sites if the original ones no longer present a realistic opportunity for affordable construction. Through adoption of the required amendments to the HEFSP and implementation of the identified mechanisms, Verona's plan provides a fair and reasonable opportunity to meet its obligations under the FHA and the Mount Laurel doctrine.

The anticipated Mediation Agreement describes compliance steps including the adoption of an amended HEFSP, all necessary ordinances, resolutions, a spending plan, and supporting documents by March 15, 2026. The Township of Verona commits to meeting its affordable housing obligations through measures such as overlay zoning for potential inclusionary development, set asides for affordable units, and working with nonprofit partners to create new group home opportunities.

Importantly, the settlement is endorsed by FSHC (a public interest entity devoted solely to promoting housing for income-restricted households), incorporates a methodologically sound determination of needs and responsibilities. The involvement and subsequent endorsement of FSHC, a public interest organization with a singular mission to advocate for housing for lower-income households, further strengthens the presumption of fairness and adequacy of this Settlement. It includes a practical and equitable mix of compliance tools, thoughtful income targeting and household type requirements, and regular oversight and monitoring. In

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the event of substantial changes affecting the Township's RDP, prompt court and FSHC notification are mandated, along with a plan to address those changes.

In conclusion, the settlement resolves Verona's fair share obligations and how it will satisfy them, with clear timelines and action steps. The essential documents—including the amended HEFSP and all implementing ordinances and a spending plan—are to be adopted prior to March 15, 2026, after appropriate Board and Council approvals. Provided all settlement terms are honored, the settlement fully complies with the Fair Housing Act and Mount Laurel doctrine. Significantly, the Special Adjudicator endorses the Program's recommendation approving the settlement.

Based on careful review of the entire record, all the expert reports and legal arguments, the recommendations of the Special Adjudicator, and based on the applicable legal standards outlined in this statement of reasons, the Program concludes that the settlement terms fulfill the critical fairness criteria. It ensures a sufficient number of affordable housing units are constructed using sound methodology, incorporates numerous programmatic features to serve low- and moderate-income residents, and provides for thorough implementation steps and ongoing oversight.

The settlement offers additional advantages, fostering a collaborative local environment for compliance and mitigating the risk of costly and divisive litigation.

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By reaching an agreement, all stakeholders—including the Township, housing advocates, developers, and residents—can work cooperatively to ensure the timely provision of needed affordable housing. The settlement establishes clear conditions and milestones for municipal compliance and court approval, setting forth a transparent, enforceable path toward meeting constitutional and statutory obligations under the New Jersey Fair Housing Act and the Mount Laurel doctrine.

In sum, the proposed settlement constitutes a good faith resolution, and it is grounded in documented obligations and pragmatic compliance mechanisms and provides a transparent and enforceable pathway toward Fourth Round compliance. The agreement is consistent with the Fair Housing Act, statutory amendments, and governing administrative directives, and it advances the constitutional objective of providing a realistic opportunity for the construction of affordable housing.

The Program recommends an Order directing that: (a) the settlement terms are approved; (b) pursuant to N.J.S.A. §52:27D-304.1(f)(2)(c), Verona shall adopt and file its Amended HEFSP, including implementing ordinances and resolutions, on or before March 15, 2026; (c) a Fairness and/or Compliance Hearing shall then be scheduled by the court to consider final approval of the Amended HEFSP and issuance of a Certification of Compliance and Repose; and (d) the Township shall be granted continued immunity from exclusionary zoning litigation for the duration of the compliance process, provided it complies with the Order, implements the

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Amended HEFSP in good faith, and participates in the compliance process in good faith.

New Jersey's Fair Housing Act (FHA) was amended, in part, due to a recognition of the need to "establish definitive deadlines for municipal action and any challenges to those actions" to ensure timely municipal compliance with their constitutional and statutory housing obligations. See N.J.S.A. §52:27D-302 (m). The Mount Laurel doctrine arises from a series of seminal New Jersey Supreme Court decisions, beginning with Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975) ("Mount Laurel I"), and clarified and expanded in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"). These cases established the constitutional obligation that municipalities in New Jersey must provide a realistic opportunity for the development of affordable housing for low- and moderate-income households. The core holding prohibits exclusionary zoning practices and requires affirmative municipal action to provide a reasonable opportunity for the construction of such housing. Later cases, including Mount Laurel III and IV, as well as key Appellate Division decisions, have further articulated the standards by which compliance is measured and the process for judicial and administrative review.

The doctrine's core principle is that "satisfaction of the Mount Laurel obligation shall be determined solely on an objective basis: if the municipality has

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in fact provided a realistic opportunity for the construction of its fair share of low- and moderate-income housing, it has met the Mount Laurel obligation to satisfy the conditional requirement; if it has not, then it has failed to satisfy it." Mount Laurel II, 92 N.J. at 220-22. Good faith efforts are insufficient—the municipality must provide "the substantial equivalent of the fair share." Id. at 216.

The FHA set forth a streamlined procedure whereby municipalities can secure a compliance certification. That process states that after adoption and filing of a municipality's housing element and fair share plan (HEFSP), an interested party may file a response, or challenge, alleging with particularity that the municipality's HEFSP is not in compliance with the FHA or the Mount Laurel doctrine. N.J.S.A. §52:27D-304.1(f)(2)(b).

The FHA declared that the State's "preference for the resolution of existing and future disputes involving exclusionary zoning is the mediation and review process set forth in this act and not litigation, and that it is the intention of this act to provide various alternatives to the use of the builder's remedy as a method of achieving fair share housing." N.J.S.A. §52:27D-303. In other words, the legislative framework is to get all parties to the table in an accelerated timeline to engage in discussions with the objective of achieving a resolution.

To that end, the FHA established the unique affordable housing program within the judiciary to facilitate settlement between a municipality and any interested

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parties that filed a challenge to the municipality's HEFSP and give the municipality until December 31, 2025, to commit to revise its HEFSP or provide an explanation for why it will not make all or some of the requested changes. N.J.S.A. §52:27D-304.1(f)(2)(b). If a settlement cannot be reached, to resolve a challenge, the Program is to apply an objective assessment standard to determine whether the Municipality's HEFSP complies with the FHA and Mount Laurel doctrine. Ibid. Upon resolution of a challenge, the Program shall issue a compliance certification conditioned upon the municipality's "commitment, as necessary, to revise its fair share plan and housing element in accordance with the resolution of the challenge." Ibid. The Program may also recommend terminating immunity if it finds that the municipality is not in constitutional compliance at any point in the process. Ibid.

The Judiciary issued a directive outlining the process for the implementation of the Program. The new streamlined process allows municipalities to submit their plans for certification. If disputes arise about the feasibility of these plans, mediation and county-level housing judges will resolve issues to ensure compliance with affordable housing goals. The Administrative Directive promulgated procedures implementing the Affordable Housing Alternate Dispute Resolution Program ("Program") created by the FHA. The Directive established guidelines for the resolution of such matters, including the appointment of members, qualified experts, and staff. On May 17, 2024, a notice to the Bar announced the Administrative

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Director's appointment of members of the Affordable Housing Dispute Resolution Program, consisting of retired judges, including a chairperson. This Program Member is one of seven appointed by the Judiciary.

Pursuant to N.J.S.A. §52:27D-310 and associated regulations, a compliant HEFSP must include:

Calculation of present and prospective fair share obligations;

Consideration of lands most appropriate for affordable housing, including land offered by willing developers (N.J.S.A. §52:27D-310(f));

Analysis of consistency with the State Development and Redevelopment Plan and (if applicable) the Highlands Plan (N.J.S.A. 52:27D-310(h)-(i));

Detailed site suitability analyses for all inclusionary or 100% affordable housing sites;

Identification and justification of rejected sites proposed by third parties; and

All draft implementing ordinances and resolutions (see also Directive #14-24 and Addenda).

The Plan must demonstrate a "realistic opportunity" for the required housing production, not merely procedural compliance or reliance on overly restrictive, hypothetical, or exclusionary zoning. See In re Fair Lawn Borough, 406 N.J. Super. 433, 441-42 (App. Div. 2009) ("COAH's regulations recognize that some towns may not have enough currently developable land to meet their fair share requirements,

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although they may have vacant land that is capable of future development for that purpose. A municipality may receive a 'vacant land' adjustment, conditioned on adopting zoning geared at allowing the eventual development of affordable housing on those properties."). The town must establish mechanisms that will incentivize future development such as higher density resulting in actual affordable housing units and agree to enact mandatory set aside ordinances.

As part of the Program, the AOC appointed an independent Special Adjudicator to assist the Program. The Special Adjudicator worked closely with the Program, providing expert and objective recommendations to the Program, and most importantly actively assisted in the mediation of each case. The Program Member finds the appointed adjudicator in this case credible, objective and knowledgeable regarding all issues of affordable housing, and particularly as it relates to the Township. Her report and recommendations to the Program were given substantial weight in arriving at the recommendation to the county Mount Laurel Judge.

This Program Member is of the opinion that the Program has been immensely successful. Of the 564 municipalities in New Jersey, a record 423 municipalities timely filed a HESFP with the Program. That represents about 150 more municipalities than have previously participated in the Mount Laurel process. At the same time, over 700 challenges were also timely filed objecting to the plans. Impressively, the Program has mediated each case to determine that the proposed

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HEFSP filed by each municipality is compliant and presided over on the sessions to place settlements on the record or to hear oral arguments on matters that are not resolved.

The Judiciary identified all the complex cases and contested cases and referred 232 cases to the Program members. What used to take years of litigations and delays, often spanning the entire ten-year cycle, under the new streamlined process framework requires completion within a 120-day period from September 1 to December 31, 2025. This Program Member has been assigned 36 cases requiring immense amounts of work, organization and cooperation from all parties.

The overall results firmly demonstrate the Program's effectiveness as skillfully implemented by the Judiciary. This is precisely what the Legislature intended in the new law. The FHA marks a new era of efficiency, cost savings, transparency and collaboration in affordable housing planning across New Jersey avoiding never ending litigation and most importantly resulting in real affordable housing units built for real people. In this Program Member's view, the extraordinary advocacy and work of FSHC is a crucial component of the success of the Program process.

Despite the Legislature's preference for settlement, it is still incumbent upon the Program to determine whether a municipality's proposed amended HEFSP enables the municipality to satisfy its fair share obligation and is compliant with the

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FHA and the Mount Laurel doctrine. See N.J.S.A. §52:27D-304.1(f)(2)(b). The Program is mindful of the fact that the municipality is permitted to use a variety of means and techniques to provide for its fair share of affordable housing as set forth in N.J.S.A. §52:27D-311 and that courts should employ flexibility in assessing a municipality's HEFSP for compliance with the FHA and Mount Laurel doctrine. In re Adoption of N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 29-33 (2015).

Having reviewed in detail all the submissions of the parties (including the original HEFSP and the proposed Amended HEFSP), the written recommendation of the Special Adjudicator and having presided over the settlement conferences, this Program Member is satisfied that the Verona's proposed Amended HEFSP provides a realistic opportunity for the construction of its fair share of low and moderate income housing and thus is compliant with the FHA and in accordance with S. Burlington Cnty. NAACP v. Mount Laurel, 92 N.J. 158, 220-22 (1983). This Program Member is also satisfied that the terms of the settlement are fair, reasonable and adequately protect the interests of low and moderate-income residents of the municipality. Matter of Twp. of Bordentown, 471 N.J. Super. 196, 218 (App. Div. 2022). Importantly, the comprehensive settlement reached with FSHC and resolves all prior round disputes. Verona has further represented its intent to adopt an Amended HEFSP in compliance with the settlement.

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For these reasons, the Program Member recommends an Order directing that: (a) the settlement terms are approved; (b) pursuant to N.J.S.A. §52:27D-304.1(f)(2)(c), Verona shall adopt and file its Amended HEFSP, including implementing ordinances and resolutions, on or before March 15, 2026; (c) a Fairness and/or Compliance Hearing shall then be scheduled by the court to consider final approval of the Amended HEFSP and issuance of a Certification of Compliance and Repose; and (d) the Township shall be granted continued immunity from exclusionary zoning litigation for the duration of the compliance process, provided it complies with the Order, implements the Amended HEFSP in good faith, and participates in the compliance process in good faith.

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Respectfully Submitted by the Program:

By:

/s/ *Hon. Julio L. Mendez*
Hon. Julio L. Mendez, J.S.C. Ret.

Dated: January 12, 2026

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made this _____ day of January 2026, by and between the Township of Verona ("Township"), a municipal corporation in the County of Essex and State of New Jersey, and JMF Properties, LLC ("JMF"), and Township and JMF collectively referred to herein as the "Parties".

1. JMF holds a legal interest in the property designated on the Official Tax Map of the Township as Block 1201, Lot 12, more commonly known as 251 ½ Grove Avenue, Township of Verona, New Jersey 07044 (the "Property").

2. The Property is a 5.54-acre site located within the Township in the C-2 Professional Office and Business zone district.

3. The Township and JMF mutually seek to provide and allow for development on the Property of a not to exceed 84-unit for sale townhouse project (the "Project") consisting of 84 total units, with 67 market rate units (30 three-bedroom units and 37 two-bedroom units, collectively the "Market Rate Units") and 17 units being deed restricted for a 30-year period as affordable housing family units (3 one-bedroom units, 3 three-bedroom units and 11two-bedroom units, collectively, the "Affordable Family Units") consistent with the Project as it is presented in the concept plan delivered by JMF to the Township, a true and correct copy of which is annexed hereto as Exhibit "A" (the "Concept Plan"), which consistency shall require, among other things: (i) no Market Rate Units or Affordable Family Units shall be constructed within the flood plain are of the Property; and (ii) a minimum setback of 30-feet from the rear of any townhouse building (exclusive of rear decks) to the nearest residential property line, that is to be screened with a board-on-board fence and a landscaping buffer that is to be approximately 8-feet in width and is to including the planting of mature trees; and (iii) providing parking for the Market Rate Units and Affordable Family Units at a ratio not less than Residential Site Improvement Standards. The Project, as same is to be developed by JMF pursuant to the Concept Plan and this MOA, will generate Fourth Round (2025-2035) affordable housing credits by providing the Affordable Family Units, and the Parties desire to preserve the Affordable Family Units as affordable, low-income and moderate-income pursuant to the Act and UHAC for a period of 30 years (the "Deed Restriction Period").

4. The Parties mutually agree that: (i) the bedroom distribution for each of the Affordable Family Units and income distribution requirements for each of the Affordable Family Units shall be in compliance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the "Act") and applicable Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"); and (ii) the commencement and termination of the Deed Restriction Period shall be calculated pursuant to the Act and, upon reaching the date of termination thereof, the Township agrees to promptly take formal action as may be required for the releasing of the Restricted Units from said affordability restrictions. The Parties acknowledge and agree that the affordability levels for the Restricted Units as is determined pursuant to the Act shall be subject to the Township's sole and absolute discretion to verify the eligibility of the Affordable Family Units for affordable housing credit and, upon determination and assignment, shall not be modified for the term of the Deed Restriction Period. The Parties agree that these are essential and non-severable terms of this MOA If the Program (defined below), County Housing Judge, or court with jurisdiction dispute these terms,

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either Party shall have the right to terminate this MOA.

5. The Township shall adopt overlay zoning or amend the existing zoning for the Property, or shall take the steps necessary under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") as may be required, to allow for the construction of the Project as is contemplated by this MOA .

6. The Township is an active participant in the Affordable Housing Dispute Resolution Program (the "Program"), established pursuant to the Act to review and approve municipal Housing Elements and Fair Share Plans ("HEFSPs") for the Fourth Round compliance cycle. As part of its Fourth Round HEFSP, the Township, pursuant to and consistent with the Act, including but not limited to the procedural deadlines imposed upon the Township by the Act or as may be adjusted by order of the County Housing Judge, intends to take those actions necessary to allow for the development of the Project on the Property to generate Fourth Round affordable housing credits. The Township shall provide this MOA to the Program. The Township and JMF acknowledge and agree that the effectiveness of this MOA is expressly conditioned upon the Program's issuance of a Compliance Certification to the Township, as defined within the Act at N.J.S.A. 52:27D-304(q) and issued pursuant to N.J.S.A. 52:27D-304.1, and entry of a final order by the county-level housing judge ("Compliance Certification"), confirming that the Affordable Family Units qualify for Fourth Round credit. Should the Affordable Family Units ultimately be deemed ineligible for affordable housing credit, this MOA shall be null and void, neither of the Parties shall have any further obligation to the other with respect to the subject of this MOA.

7. This MOA shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

8. The Township and JMF mutually warrant to each other their authority to enter into this MOA. On January 5, 2026, the Township Council adopted a Resolution authorizing the execution of this MOA on behalf of the Township.

9. This MOA may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same agreement. The execution of this MOA by any of the parties may be evidenced by email or facsimile transmission of such party's signature and such signature shall be deemed to constitute the original signatures of such party hereto.

10. Notwithstanding anything herein to the contrary, provided that the Township has complied with its obligations in this MOA, the Township may terminate this MOA at any time prior to issuance of the Compliance Certification upon written notice to JMF if JMF, after the execution of this MOA, submits a formal objection, intervention, or other challenge to the Township's proposed HEFSP before the Program or in any related legal proceeding and the Township shall have no further obligation to the JMF under this MOA unless otherwise stated. However, it is understood that JMF's participation shall be permitted to enforce the terms of this MOA.

11. This MOA contains the entire agreement of the Parties with respect to the subject

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matter hereof and supersedes all prior or contemporaneous understandings or agreements. The JMF acknowledges that it has not relied on any statements or representations by the Township or its representatives not set forth herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF VERONA

_____

By:_____
Jaime R. Placek, Esq. as authorized by
Resolution _____ adopted 12.15.25

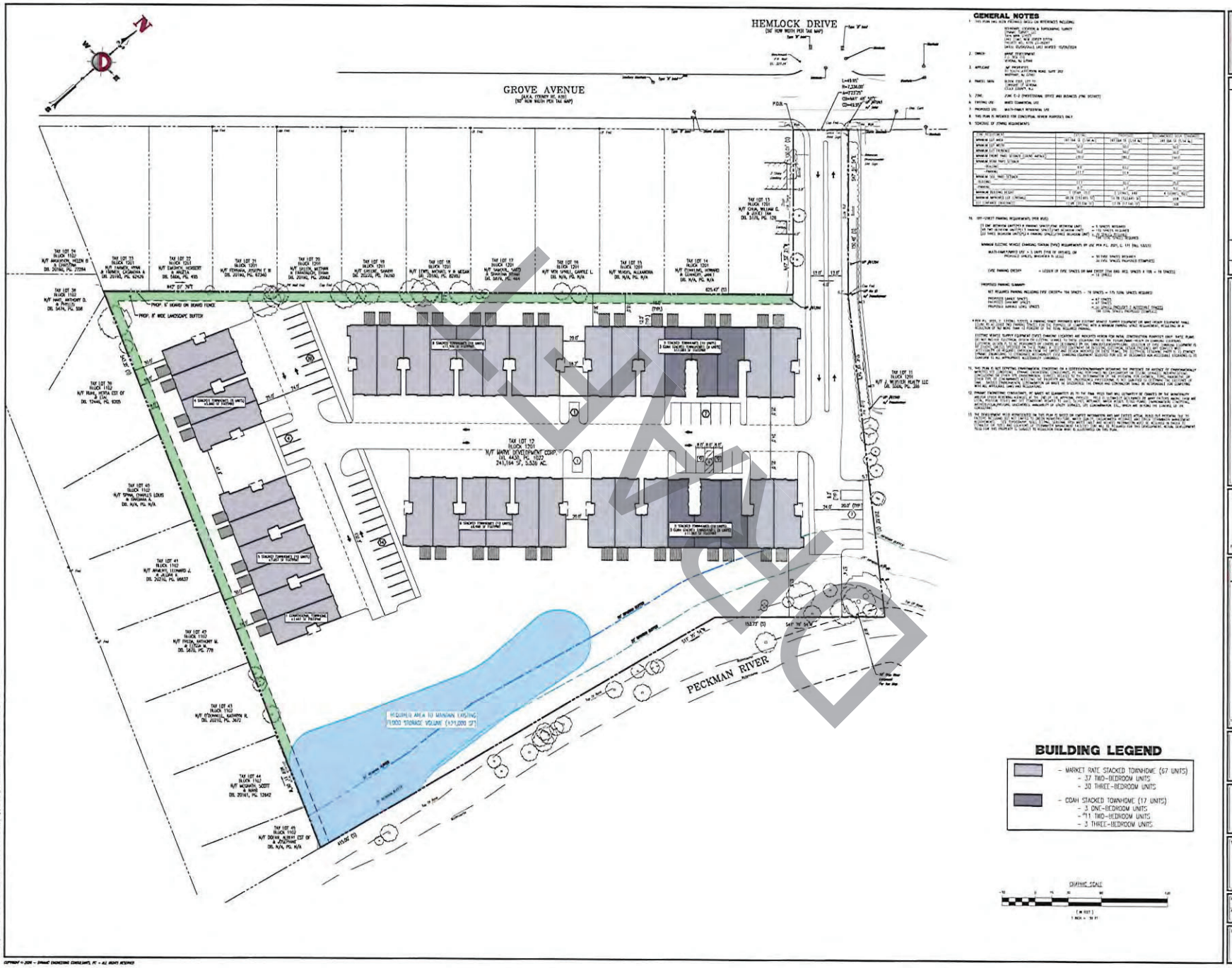
ATTEST:

JMF PROPERTIES, LLC,
a New Jersey Limited Liability Company

DIANE DEVITA

By:_____
Name: GIUSEPPE FORGIONE
Title: MEMBER

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DYNAMIC ENGINEERING CONSULTANTS, PC

NO.	DESCRIPTION	BY	DATE
1	PLANNING BOARD SUBMISSION	DTS	12/17/25

FOR FILE #P19-XX FOR PLANNING BOARD REVIEW AND APPROVAL

PROJECT: JVF PROPERTIES
MIXED-USE RESIDENTIAL DEVELOPMENT
BLOCK 1201, LOT 12
TAX MAP SHEET #5
CITY OF VINELAND
CUMBERLAND COUNTY, NEW JERSEY

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PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41881

DANIEL T. SEHNAL
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 70972

TITLE: CONCEPT PLAN A

SCALE: 1"=30' | DATE: 12/17/2025
PROJECT No. 0922-25-03663

SHEET No. 1 | Rev. 1

FILED

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made this 15th day of December, 2025, by and between the Township of Verona ("Township"), a municipal corporation in the County of Essex and State of New Jersey, and A&R Skyline Properties, LLC ("Owner"), and Township and Owner collectively referred to herein as the "Parties".

1. The Owner is the current owner of property designated on the Official Tax Map of the Township as Block 2205, Lot 6, more commonly known 885 Bloomfield Avenue, Township of Verona, New Jersey 07044 (the "Property").

2. The Property is a 1.77-acre site located within an area previously designated by the Township as a Area in Need of Redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") that remains unimproved land located in the A-3 Residential Townhouse zone district wherein townhouses are conditional uses with an assigned density of 12 townhouse units per acre.

3. The Township and Owner mutually seek to provide and allow for development on the Property of a 28-unit for sale townhouse project (the "Project") consisting of 24 market rate units (the "Market Rate Units"), 3 units being deed restricted for a 30-year period as affordable housing family units (the "Affordable Family Units") and 1 unit deed restricted for a 30-year period for use as group living home for special needs occupants (the "Group Home Unit"; collectively with the Affordable Family Units, the "Restricted Units") consistent with the Project as it is presented in the concept plan delivered by Owner to the Township, a true and correct copy of which is annexed hereto as Exhibit "A" (the "Concept Plan"). The Project, as same is to be developed by Owner pursuant to the Concept Plan and this MOA, will generate Fourth Round (2025-2035) affordable housing credits by providing the Affordable Family Units and the Group Home Unit, and the Parties desire to preserve the Restricted Units as affordable, low-income and moderate-income pursuant to the Act and UHAC for a period of 30 years (the "Deed Restriction Period").

4. The Parties mutually agree that: (i) the Group Home Unit shall be a 3 bedroom unit administered consistent with and pursuant to the Affordable Family Units shall be in compliance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the "Act") and applicable Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") for occupancy by individuals with special needs; (ii) the bedroom distribution for each of the Affordable Family Units and income distribution requirements for each of the Affordable Family Units shall be in compliance with Act and UHAC; and (iii) the commencement and termination of the Deed Restriction Period shall be calculated pursuant to the Act and, upon reaching the date of termination thereof, the Township agrees to promptly take formal action as may be required for the releasing of the Restricted Units from said affordability restrictions. The Parties acknowledge and agree that the affordability levels for the Restricted Units as is determined pursuant to the Act shall be subject to the Township's sole and absolute discretion to verify the eligibility of the Restricted Units for affordable housing credit and, upon determination and assignment, shall not be modified for the term of the Deed Restriction Period. The Parties agree that these are essential and non-severable terms of this MOA If the Program (defined below), County Housing Judge, or court with jurisdiction dispute these terms, either Party shall have the right to terminate this MOA.

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5. The Owner agrees that, on or before January 15, 2026 it shall submit to the Township, for review and consideration by the Township and its relevant consulting professionals, an application for a 30-year tax abatement for the Project (the "Application") pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"). Upon confirmation by the Township that the profit anticipated to be generated to Owner by the Project does not exceed the relevant limitations on such profit as is governed by the LTTE Law, the Township, in consideration of the Project requiring the granting of a tax abatement by the Township in order for the Project to be viable for development and in exchange for the production of the Restricted Units by the Project for the benefit of the Township, shall on or before March 15, 2026 award a 30-year tax abatement under the LTTE Law to the Property for the development of the Project pursuant to and consistent with the approved Application.

6. The Township is an active participant in the Affordable Housing Dispute Resolution Program (the "Program"), established pursuant to the Act to review and approve municipal Housing Elements and Fair Share Plans ("HEFSPs") for the Fourth Round compliance cycle. As part of its Fourth Round HEFSP, the Township, pursuant to and consistent with the Act, including but not limited to the procedural deadlines imposed upon the Township by the Act or as may be adjusted by order of the County Housing Judge, intends to take those actions necessary to allow for the development of the Project on the Property to generate Fourth Round affordable housing credits. The Township shall provide this MOA to the Program. The Township and Owner acknowledge and agree that the effectiveness of this MOA is expressly conditioned upon the Program's issuance of a Compliance Certification to the Township, as defined within the Act at N.J.S.A. 52:27D-304(q) and issued pursuant to N.J.S.A. 52:27D-304.1, and entry of a final order by the county-level housing judge ("Compliance Certification"), confirming that the Restricted Units qualify for Fourth Round credit. Should the Restricted Units ultimately be deemed ineligible for affordable housing credit, not inclusive of any bonus credits, this MOA shall be null and void, neither of the Parties shall have any further obligation to the other with respect to the subject of this MOA.

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7. This MOA shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

8. The Township and Owner mutually warrant to each other their authority to enter into this MOA. On December 15, 2025, the Township Council adopted a Resolution authorizing the execution of this MOA on behalf of the Township.

9. This MOA may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same agreement. The execution of this MOA by any of the parties may be evidenced by email or facsimile transmission of such party's signature and such signature shall be deemed to constitute the original signatures of such party hereto.

10. Notwithstanding anything herein to the contrary, provided that the Township has complied with its obligations in this MOA, the Township may terminate this MOA at any time prior to issuance of the Compliance Certification upon written notice to Owner if Owner after the

execution of this MOA submits a formal objection, intervention, or other challenge to the Township's proposed HEFSP before the Program or in any related legal proceeding and the Township shall have no further obligation to the Owner under this MOA unless otherwise stated. However, it is understood that Owner's participation shall be permitted to enforce the terms of this MOA.

11. This MOA contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements. The Owner acknowledges that it has not relied on any statements or representations by the Township or its representatives not set forth herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF VERONA

By: _____
Jaime R. Placek, Esq. as authorized by
Resolution R2025-283 adopted 12.15.25

ATTEST:

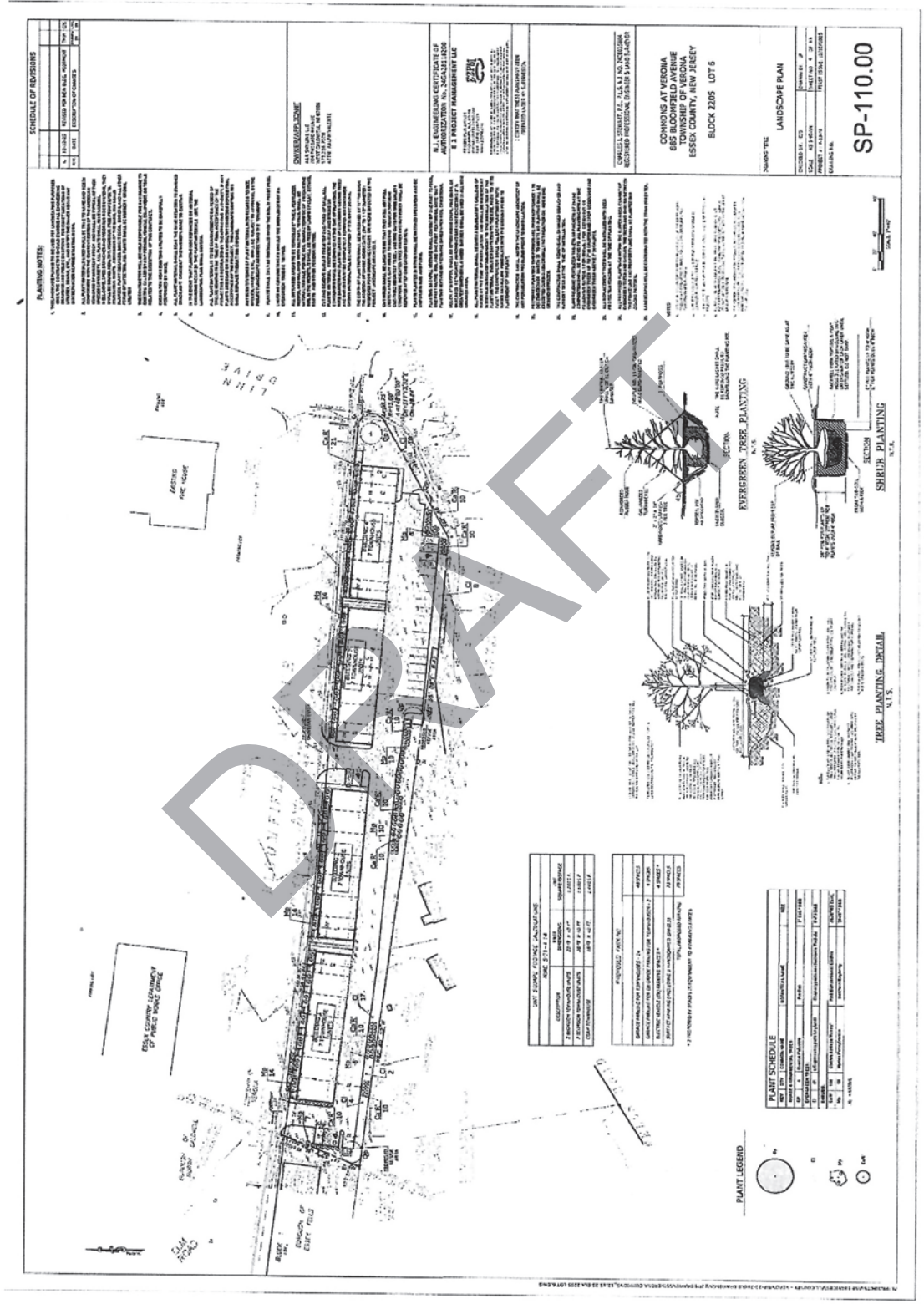
A&R SKYLINE PROPERTIES, LLC,
a New Jersey Limited Liability Company

By: _____
Name: RALPH VALENTE
Title: PRESIDENT/OWNER
1/27/26

TANISIA ANTOINETTE BOWEN
Notary Public - State of Florida
Commission # HH 580754
My Comm. Expires Aug 11, 2028
Bonded through National Notary Assn.

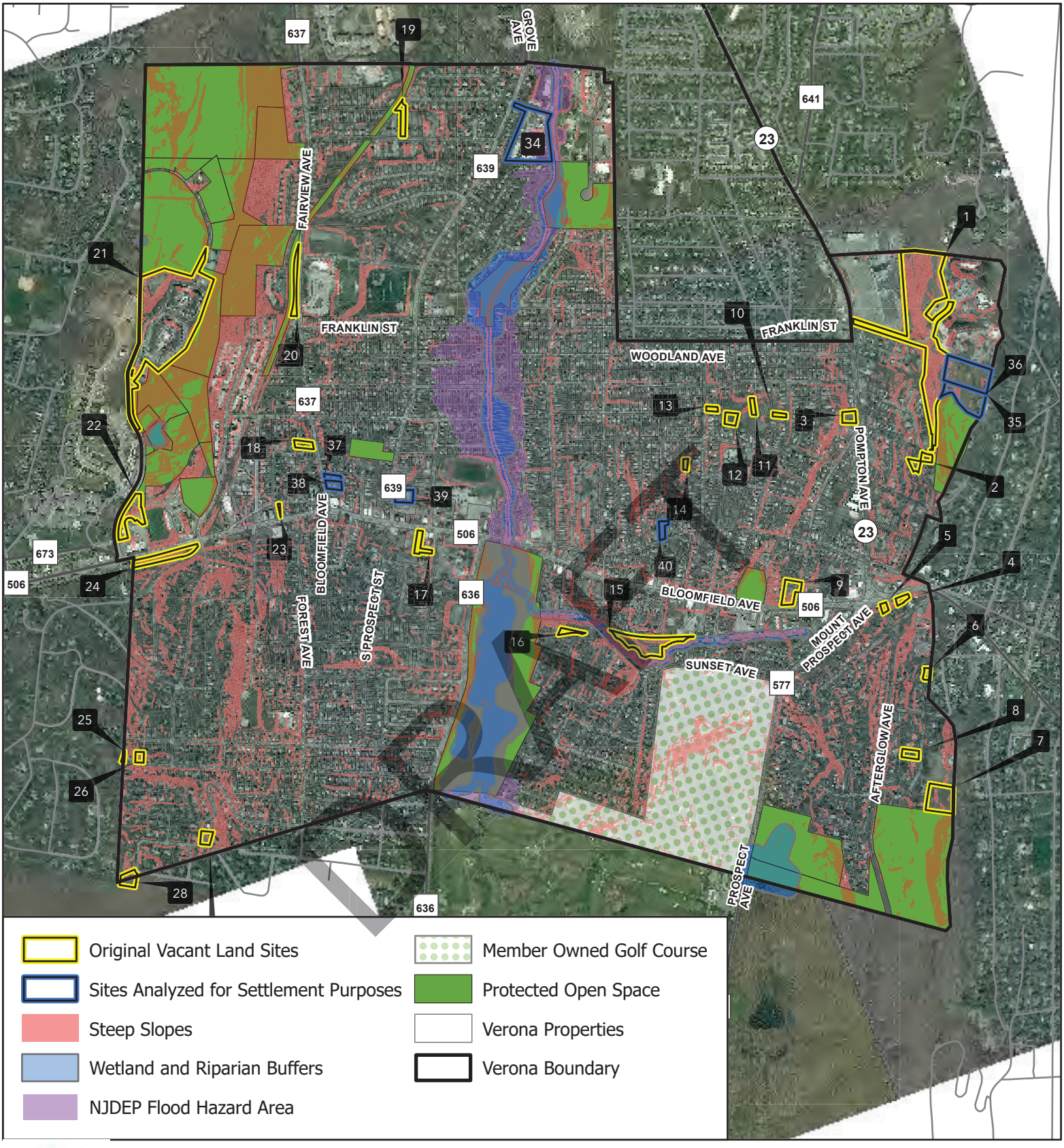
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EXHIBIT "A"
PROJECT CONCEPT PLAN



Appendix B: Amended Vacant Land Adjustment

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400 Broadacres Drive
Suite 250
Bloomfield, NJ 07003
Phone: (973) 614-0005

0 750 1,500 3,000 Feet

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Vacant Land Analysis
Updated 11.5.2025 for Settlement Purposes
Verona Township
Essex County, NJ

Prepared by: DLH, 11.5.2025
Source: NJDEP, NJOGIS
File Path: G:\Projects\VRNA\G2501\GIS\Verona General Map\VeronaAffordableHousing.aprx

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

Tract #	Block	Lot	Assessed Use	Address	Unconstrained Acres	Applied Density*	Total Units**	RDP Contributing?	Notes	RDP ***
1	104	13	1 Vacant	26 CRESTMONT ROAD	2.72	15	40	Yes	Owner requested to deed restrict 8.96 as open space. That acreage removed in accordance with N.J.A.C. 5:97-4.2(d), which allows for removal of sites where owner does not wish to see the site developed. Remainder of tract steep slope constrained.	8
	103	2	1 Vacant	CLARIDGE DRIVE						
2	107	5	1 Vacant	4 CRESTMONT PLACE	0.62	7	4	No	Secondary lots to SF houses, in SF n'hood, undersized	0
	107	15	1 Vacant	19 CRESTMONT ROAD						
3	910	9	1 Vacant	172 POMPTON AVE	0.32	15	4	No	Steep slope constrained	0
4	203	25	1 Vacant	35 BLOOMFIELD AVE	0.27	15	3	No	Undersized	0
	203	26	1 Vacant	29 BLOOMFIELD AVE						
5	203	23	1 Vacant	57 BLOOMFIELD AVE	0.19	15	2	No	Undersized	0
6	303	5	1 Vacant	10 OVERLOOK PARK	0.24	8	1	No	Undersized	0
7	402	7	1 Vacant	COLE ROAD	1.90	7	13	Yes		3
8	401	12	1 Vacant	8 BELLECLAIRE PLACE	0.46	8	3	No	Undersized	0
9	202	23	1 Vacant	176 BLOOMFIELD AVE	0.77	See note	6	Yes	Redevelopment Site - RDP based on 20% of approved 28 units on the site	6
	202	1	2 Dwelling	200 BLOOMFIELD AVE						
10	906	23	1 Vacant	110 ELMWOOD ROAD	0.17	8	1	No	Undersized, no access	0
11	906	52	15C Municipal	49 LINDEN AVE	0.22	8	1	No	Undersized, no access	0
12	906	51	15C Municipal	30 ELK ROAD REAR	0.46	8	3	No	Undersized, no access	0
13	906	48	15C Municipal	69 OTSEGO ROAD	0.17	8	1	No	Undersized, no access	0
14	802	43	15C Municipal	CRILLEY COURT	0.15	8	1	No	Undersized	0
15	709	28	1 Vacant	190 SUNSET AVE	1.64	10	16	No	Steep slopes, No road access due to riparian buffer	0
	709	27	15C Municipal	174 SUNSET AVE						
16	612	5	1 Vacant	6 COOK LANE	0.27	10	2	No	Undersized	0

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17	1807	12	1	Vacant	20 MONTROSE AVE	0.47	22	10	Yes		2
	1807	7	1	Vacant	627 BLOOMFIELD AVE						
18	1604	22	1	Vacant	54 FAIRVIEW AVE	0.43	8	3	No	Undersized	0
19	1306	12	15C	Municipal	50 DURRELL STREET	0.58	8	4	No	Undersized	0
20	2702	8	15C	Municipal	122-174 FAIRVIEW AVE	0.71	10	7	No	Part of recreational trail	0
21	2504	1	1	Vacant	HILLTOP	19.17	10	191	No	Housing development	0
	2402	8	1	Vacant	HILLTOP				No	Housing development	
	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	1.02	10	17	No	Common element of Four Seasons Condo development; parking, storage, and access for adjacent Essex County Public Works Facility	0
23	1603	4	1	Vacant	57 PINE STREET	0.05	10	0	No	Undersized	0
24	2205	6	1	Vacant	885 BLOOMFIELD AVE	0.71	See note	28	Yes	RDP based on proposed zoning for 28 units at 20% set-aside for settlement purposes. Actual RDP from site based on current zone density and unconstrained land acreage is 2 units based on 8 total units	6
25	2201	14	1	Vacant	152 HILLSIDE AVE	0.07	10	0	No	Narrow, ditch	0
26	2201	12	1	Vacant	144 HILLSIDE AVE	0.29	7	2	No	Undersized	0
27	2005	29	1	Vacant	26 HOWELL DRIVE	0.46	7	3	No	Undersized	0
28	2002	7	1	Vacant	48 HOWELL DRIVE	0.71	7	4	No	Undersized	0
29	1702	20	15C	Municipal	15 GROVE AVE	0.41	NA	NA	No	Heavily utilized and depended-upon municipal parking lot not appropriate for development	0

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30	1703	65	15C	Municipal	550 BLOOMFIELD AVE	1.01	NA	NA	No	Heavily utilized and depended-upon municipal parking lot not appropriate for development	0
31	701	3	4A	Commercial	420 BLOOMFIELD AVE	0.93	See note	65	Yes	Redevelopment Site - RDP based on 20% of proposed yield on the site	13
32	708	1	4A	Commercial	383 BLOOMFIELD AVE	1.09	See note	33	Yes	Redevelopment Site - RDP based on 20% of proposed yield on the site	7
33	704	20	4A	Commercial	11 CHURCH STREET	0.43	See note	12	Yes	Redevelopment Site - RDP based on 20% of approved yield on the site	2
	704	18	4A	Commercial	320 BLOOMFIELD AVE						
34	1201	12	4B	Industrial	251 GROVE AVE	3.06	See note	84	Yes	Proposed Family Zoning- RDP based on set aside of maximum site yield permitted by proposed zoning	17
35	104	10	2	Residential	24 CRESTMONT ROAD	3.30	NA	NA	No	Active religious land use and grounds	0
36	104	11	15D	Religious	CRESTMONT ROAD	2.14	NA	NA	No	Active religious land use and grounds	0
37	1606	4	4A	Commercial	35 FAIRVIEW AVE	0.67	10	6	Yes	Nonconforming land uses	1
38	1606	3	4A	Commercial	25 FAIRVIEW AVE						
39	1702	22	4A	Commercial	21 & 25 GROVE AVE	0.61	See note	12	Yes	RDP based upon proposed development	2
40	802	74	4A	Commercial	228 CLAREMONT AVE	0.37	10	3	No	Nonconforming land use, undersized	0
Totals						**49.26 Acres**					**67**

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

*** Hypothetical affordable housing set-aside, round to the nearest whole number

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Appendix C: Amended Development Fee & Affordable Housing Ordinances

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TOWNSHIP OF VERONA

COUNTY OF ESSEX, NEW JERSEY

ORDINANCE NO. 2026-___

REPEALING ARTICLE XIX AND XXI OF CHAPTER 150 OF THE CODE OF THE TOWNSHIP IN ITS ENTIRETY AND REPLACING WITH A NEW ARTICLE XIX-AFFORDABLE HOUSING AND ARTICLE XXI-DEVELOPMENT FEES

WHEREAS, the State of New Jersey has adopted an Amended Fair Housing Act at P.L. 2024, c. 2 (A4) which provides new Fourth Round affordable housing fair share requirements for each municipality; and

WHEREAS, the State has adopted new Fourth Round substantive affordable housing regulations at N.J.A.C. 5:99; and

WHEREAS, The New Jersey Department of Community Affairs (DCA) and the Housing and Mortgage Finance Agency (NJHMFA) have adopted new Uniform Housing and Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq; and

WHEREAS, in order to maintain compliance with said state regulations regarding affordable housing, the Township of Verona (the "Township") must amend certain sections of the Township Code; and

WHEREAS, Articles XIX and XXI of Chapter 150 of the Township Code contain requirements for affordable housing provisions based on previous COAH regulations and regulations regarding affordable housing development fees; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Verona, County of Essex, State of New Jersey, that Articles XIX and XXI of Chapter 380, of the Township Code are hereby repealed and replaced as follows:

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SECTION ONE:

Chapter XIX, AFFORDABLE HOUSING

§150-19.1. Purpose.

A. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of Verona, consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").

B. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to affirmative marketing and random selection procedures set forth in UHAC.

C. The Verona Township Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the

municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, and N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97 (provided they do not conflict with N.J.A.C. 5:99), and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

E. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.

2. This Ordinance shall apply to all developments that contain very-low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very-low-, low- and moderate-income housing units.

3. Projects receiving federal Low Income Housing Tax Credit financing and proposed for credit in the municipality's most recently adopted HEFSP shall comply with the affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

F. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

(a) The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml.

(b) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

(c) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

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§150-19.2. Definitions.

As used herein the following terms shall have the following meanings:

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*), as amended by P.L. 2024, c.2.

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity responsible for the administration of affordable units in accordance with this chapter, as well as N.J.A.C. 5:99-7 and N.J.A.C. 5:80-26.15

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units

pursuant to N.J.A.C. 5:80-26.16.

AFFORDABILITY AVERAGE

The average percentage of regional median income at which deed-restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent within the economic means of a low- or moderate-income household, as defined in the UHAC as, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

AFFORDABLE HOUSING DELIVERY MECHANISMS

Any of the methods of creating or preserving actual housing units available to low- and moderate-income households or creating a realistic opportunity for the construction of such units, as permitted by the Act.

AFFORDABLE HOUSING DEVELOPMENT

A housing development incorporated in the Housing Element and Fair Share Plan, and including, but not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

The dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act, including units created with municipal affordable housing trust funds.

AGE-RESTRICTED UNIT

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 where the unit is situated are 62 years old or older; or 2) at least 80% of the units are occupied by one person that is 55 years old or older (except that persons younger than 19 may not be permanent residents); or 3) the development has been designated by the Secretary of the United States 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(b)(2).

AGENCY

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

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health-care facilities as regulated by the New Jersey Department of Health and Senior Services; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining for four or more adult persons unrelated to the proprietor and to assure that assisted living services are available when needed and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a

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kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD
A household that has been certified by an administrative agent as a low-income household or moderate-income household.

COMMISSIONER
The Commissioner of the Department of Community Affairs.

COMPLIANCE CERTIFICATION
The certification issued to a municipality by the Program pursuant to section 3 at P.L. 2024, c. 2, that provides a municipality immunity from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round of affordable housing obligations begins, also known as a "judgment of compliance" resulting in an "order for repose." Compliance certification includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

COMPLIANT MUNICIPALITY
A municipality that is in the process of seeking compliance certification pursuant to the directives issued by the Administrative Office of the Courts, has obtained compliance certification, or has filed for, or has obtained, a Judgment of Compliance, Order for Repose, or other court approval pursuant to the Act.

CONSTRUCTION
New construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.).

COUNTY-LEVEL HOUSING JUDGE
A judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal fair share plans and housing elements with the Act.

DCA or DEPARTMENT
The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT
A housing unit with health and safety code violations that require the repair or replacement of at least one major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER
Any person, partnership, association, company or corporation that is the legal or beneficial owner of a lot or any land, improved or unimproved, which is proposed to be included in a proposed development, including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT
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; 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.

DEVELOPMENT APPLICATION
The application form and all accompanying documents required by ordinance for approval of a subdivision plat, a site plan, planned development, conditional use, zoning variance, or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or 40:55D-36.

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DEVELOPMENT FEE

Money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3

DIVISION

Division of Local Planning Services within the Department of Community Affairs.

EMERGENT OPPORTUNITY

A circumstance that has arisen whereby affordable housing can be created through a delivery mechanism not originally anticipated by or included in a fair share plan that has received compliance certification.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (*N.J.S.A. 54:1-35a through 54:1-35c*). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

EXCESS RCA FUNDS

Unspent money transferred prior to July 17, 2008, pursuant to a regional contribution agreement whose terms have been fulfilled.

EXCLUSIONARY ZONING LITIGATION

Litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

EXTENSION OF EXPIRING CONTROLS

Extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

FAIR SHARE OBLIGATION

The total of the present need and prospective need as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

FAIR SHARE PLAN

The plan or proposal, which may readily be adopted with accompanying ordinances and resolutions, pursuant to subsection f. of section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) by which a municipality proposes to satisfy its obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

FHA

The New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

GREEN BUILDING STRATEGIES

Strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

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HMFA OR THE AGENCY

The New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

HOUSING ELEMENT

The portion of the municipality's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act consisting of reports, statements, proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

HOUSING PROJECT

A project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term "housing project" may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

HOUSING REGION

A geographic area established pursuant to N.J.S.A. 52:27D-304.2 for each round of low- and moderate-income housing obligations pursuant to the Act.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

JUDGMENT OF COMPLIANCE or JUDGMENT FOR REPOSE

A determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50% or less of the regional median household income.

LOW-INCOME HOUSING

Housing unit that is affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a residential building, which includes, but is not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

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MEDIAN INCOME

The median income by household size for the applicable COAH housing region, as approved by the New Jersey Superior Court.

MIXED USE DEVELOPMENT

Any development that includes both a non-residential development component and a residential development component. This includes developments where there is a common developer for both components—multiple persons or entities may be considered a common developer if they have a contractual relationship obligating each entity to develop at least a portion of the residential or non-residential component, or to contribute resources to the development. The residential and non-residential developments must be located on the same lot or adjoining lots, which may include lots separated by a street, river, or other geographical feature.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income.

MODERATE-INCOME HOUSING

Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to more than 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located..

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income greater than 50% but less than 80% of the regional median household income for the applicable COAH housing region.

MODERATE-INCOME HOUSING UNIT

Housing that is affordable according to standards set by the Federal Department of Housing and Urban Development or other recognized authorities for home ownership and rental costs, and is occupied or reserved for occupancy by households with a gross household income more than 50% but less than 80% of the median gross household income for households of the same size within the relevant housing region. It is a restricted unit affordable to a moderate-income household.

MONI

The no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

MUNICIPAL AFFORDABLE HOUSING TRUST FUND

A separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds from completed RCA projects, application fees, and other funds collected by the municipality for its affordable housing programs. These funds must be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and relevant chapters. "Municipal affordable housing trust fund" also means "municipal development trust fund" and "municipal development fee trust fund."

MUNICIPAL DEVELOPMENT FEE ORDINANCE

An ordinance adopted by a municipality's governing body that authorizes the collection of development fees.

MUNICIPAL HOUSING LIAISON (MHL)

An appointed municipal employee responsible for overseeing and/or administering the affordable housing units created within the municipality, and overseeing the authorization of individuals provided access to the AHMS.

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NEW CONSTRUCTION

The creation of a new housing unit regulated by a code enforcement official, regardless of the means of creation. Newly constructed units are demonstrated by the issuance of a certificate of occupancy, and may include new residences created through additions, alterations, adaptive reuse, subdivision, conversion of existing space, or relocating a structure.

NEW JERSEY AFFORDABLE HOUSING TRUST FUND

An account established pursuant to N.J.S.A. 52:27D-320.

NEW JERSEY HOUSING RESOURCE CENTER OR HOUSING RESOURCE CENTER

The online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

95/5 RESTRICTION

A deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between spouses; 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; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

NON-RESIDENTIAL DEVELOPMENT

1. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

2. Hotels, motels, vacation timeshares, and child-care facilities; and

3. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 et seq.

NON-RESIDENTIAL DEVELOPMENT FEE

The fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

ORDER FOR REPOSE

The protection a municipality has from a builder's remedy lawsuit for a period of time following the entry of a judgment of compliance by the Superior Court; a judgment of compliance often results in an order for repose.

PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE UNITS

The payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development.

PERSON WITH A DISABILITY

A person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a

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service animal, wheelchair, or other remedial appliance or device.

PRICE DIFFERENTIAL

The difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

PRIOR ROUND UNIT

A housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

PROSPECTIVE NEED

A projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

QUALIFIED URBAN AID MUNICIPALITY

A municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

RANDOM SELECTION PROCESS

A process (e.g., by lottery) by which income-eligible households are selected for placement in affordable housing 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.

RCA ADMINISTRATOR

An appointed municipal employee responsible for the oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

RCA PROJECT PLAN

A past application, submitted by a receiving municipality in a regional contribution agreement (RCA), detailing how the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

RECEIVING MUNICIPALITY

For the purposes of a regional contribution agreement (RCA), a municipality that contractually agreed to assume a portion of another municipality's fair share affordable housing obligation.

RECONSTRUCTION

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Any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress, and a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the Uniform Construction Code, N.J.A.C. 5:23-6. Projects consisting solely of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings are not included. Asbestos hazard abatement and lead hazard abatement projects are not considered reconstruction solely because occupancy of the work area is not permitted.

RECREATIONAL FACILITIES AND COMMUNITY CENTERS

Any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including but not limited to ball fields, meeting halls, and classrooms, accommodating either organized or informal activity.

REGIONAL CONTRIBUTION AGREEMENT (RCA)

A contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

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.

RESIDENTIAL DEVELOPMENT FEE

Money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

SENIOR CENTER

Any recreational facility or community center that offers activities and services specifically oriented toward serving senior citizens.

SPENDING PLAN

A method for allocating funds contained within an affordable housing trust fund account—including, but not limited to, development fees collected and to be collected under an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq.—for the purpose of meeting the housing needs of low- and moderate-income individuals.

SUPPORTIVE HOUSING HOUSEHOLD

Avery low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-

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in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

SUPPORTIVE HOUSING SPONSORING PROGRAM

Grant or loan program which provided financial assistance to the development of the unit.

SUPPORTIVE HOUSING UNIT

A restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

TREASURER

The Treasurer of the State of New Jersey.

SPECIAL MASTER

An expert appointed by a Superior Court Judge to assist the Court, the municipality and any intervenors or other interested parties in applying the Mount Laurel Doctrine, including a determination of municipal fair share and an evaluation of the effectiveness of the municipality's Fair Share Plan.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

UHORP

The Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

VERY-LOW-INCOME-HOUSEHOLD

A housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

VERY-LOW-INCOME HOUSING

Housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size

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within the housing region in which the housing is located.

VERY-LOW-INCOME UNIT
A restricted unit that is affordable to a very-low-income household. Very-low-income units are a subset of low-income units.

VETERAN
A veteran as defined at N.J.S.A. 54:4-8.10.

VETERANS' PREFERENCE
The agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

WEATHERIZATION
Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation crediting purposes.

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§150-19.3. New Construction.

A. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

(a) Design of 100 percent affordable developments:

(1) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(2) Each bedroom in each restricted unit must have at least one window.

(3) Restricted units must include adequate air conditioning and heating.

(b) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

(1) Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

(3) Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(4) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

(5) Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.

(6) Each bedroom in each restricted unit must have at least one window.

(7) Restricted units must be of the same unit type as market-rate units within the same building.

(8) Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(c) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

(1) Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(2) Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(3) Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

(4) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

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(5) Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).

(6) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

(7) Each bedroom in each restricted unit must have at least one window; and

(8) Restricted units must include adequate air conditioning and heating.

4. Utilities.

(a) Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

(b) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

A. Low/moderate split and bedroom distribution of affordable housing units:

1. At least 50% of all affordable units in any development (rounded to the nearest whole number) shall be restricted for very low- and low-income households. Very low-income units shall represent at least 13% of the affordable unit mix.

2. In each affordable development, at least 50% of the restricted units within each bedroom distribution (rounded to the nearest whole number) shall be low-income units, including at least 13% very-low income.

3. Unless otherwise approved by the Division of Local Planning Services in the DCA, affordable developments that are not age-restricted or supportive / special needs housing shall be structured such that:

(a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

(b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;

(c) No more than 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are efficiency or one-bedroom units;

(d) At least 30 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are two-bedroom units;

(e) At least 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are three-bedroom units; and

(f) The remainder of the restricted units, if any, are allocated at the discretion of the developer in accordance with the Township's housing element and fair share plan.

4. Unless otherwise approved by the Division, in each affordable development, restricted units that are age-restricted or supportive housing must be structured such that, at a minimum, the number of bedrooms within the restricted units equals the number of restricted units. For example, the standard may be met by creating a two-bedroom unit for each efficiency unit. In affordable developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom and three-bedroom units must compose at least five percent of those restricted units..

B. Accessibility requirements:

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1. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

2. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

   (a) An adaptable toilet and bathing facility on the first floor;

   (b) An adaptable kitchen on the first floor;

   (c) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;

   (d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

   (e) If not all of the foregoing requirements above. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

   (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et seq.*), and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible.

      (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

      (2) To this end, the builder of restricted units shall deposit funds within the Township of Verona's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

      (3) The funds deposited shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

      (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the construction official of the Township of Verona.

      (5) Once the construction official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Verona's affordable housing trust fund in care of the Municipal Treasurer, who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked for the intended purpose.

   (g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

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C. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

2. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

   (a) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

   (b) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.

   (c) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.

   (d) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.

   (e) Low- and moderate-income residents cannot be charged any upfront fees.

   (f) The units shall comply with UHAC with the following exceptions:

      (1) Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;

      (2) The deed restriction may be on the facility, rather than individual apartments or rooms;

      (3) Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

   (g) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

3. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

   (a) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

      (1) Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

      (2) Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

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(3) The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

(4) Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

(5) Occupancy shall not be restricted to youth under 18 years of age.

(6) In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

(7) The bedrooms and/or units shall comply with UHAC with the following exceptions:

(i) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

(ii) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

(8) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

(9) Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

(10) The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

(i) An Affirmative Marketing Plan in accordance with D1 above; and

(ii) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

(11) The sponsor/owner shall complete annual monitoring as directed by the MHL.

D. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.

2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.

3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

E. Maximum rents and sales prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.

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2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.

3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60 percent of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)

4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units. Very low-income units, if required, should be distributed between each bedroom count as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.

5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70 percent of median income, and each affordable housing development must achieve an affordability average that does not exceed 55 percent for all restricted ownership units. 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 when the number of low- and moderate-income units permits.

6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household;

   (c) A two-bedroom unit shall be affordable to a three-person household;

   (d) A three-bedroom unit shall be affordable to a 4 1/2 person household; and

   (e) A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit shall be affordable to a one-person household;

   (b) A one-bedroom unit shall be affordable to a 1 1/2 person household; and

   (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a

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mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

§150-19.4. Affordability Controls and Requirements

A. Purpose.

1. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

B. Affirmative marketing.

1. The Township shall adopt by resolution an affirmative marketing plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq., and age-restricted units as permitted pursuant to 42 U.S.C. §§ 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 50, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences

(a) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2, composed of

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Essex, Morris, Union, and Warren Counties.

(b) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

(c) With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

(d) Where the Township has entered into an agreement with a developer or residential development owner to provide a preference for very-low-,low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

4. The municipality has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and re-rentals. The administrative agent designated by the Township of Verona shall implement the affirmative marketing plan to assure the affirmative marketing of all affordable units.

5. The administrative agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.

6. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

7. The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.

8. The affirmative marketing process for available affordable units shall begin at least four months (or 120 days) prior to the expected date of occupancy and may begin before construction commences. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.

9. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.

10. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

11. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph

12. The costs of advertising and affirmative marketing of the affordable units shall be

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the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Verona.

C. Occupancy standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
   (a) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
   (b) Provide a bedroom for every two adult occupants;
   (c) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
   (d) Avoid placing a one-person household into a unit with more than one bedroom.
2. Additional provisions related to occupancy standards (if any) shall be provided in the municipal operating manual.

D. Selection of occupants of affordable housing units.

1. The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.
2. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26. 16.

E. Control periods for restricted ownership units and enforcement mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
   (a) If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
   (b) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the

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entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

F. Price restrictions for restricted ownership units, homeowners' association fees and resale prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
   (a) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
   (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
      (1) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
      (2) If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
   (c) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
      (1) Those that render the unit suitable for a larger household or the addition of a bathroom.
      (2) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
   (d) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
2. Upon the resale of a restricted ownership 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. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.
   (a) .

G. Buyer income eligibility.

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income, and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income

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purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
   (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
   (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
   (c) The household is currently in substandard or overcrowded living conditions;
   (d) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

H. Limitations on indebtedness secured by ownership unit; subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.7(c)..

I. Control periods for restricted rental units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of

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developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
(a)

3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Essex. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.
7. A restricted rental unit shall remain subject to the affordability controls of this chapter, despite the occurrence of any of the following events:
   (a) Sublease or assignment of the lease of the unit;
   (b) Sale or other voluntary transfer of the ownership of the unit
   (c) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
   (d) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

J. Price restrictions for rental units; leases and fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
   (a) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

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K. Tenant income eligibility.

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

   (a) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

   (b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

   (c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

2. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exist:

   (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

   (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

   (c) The household is currently in substandard or overcrowded living conditions;

   (d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

   (e) 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.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection K.2(a) through (e) above with the administrative agent, who shall counsel the household on budgeting.

L. Conversions.

1. Each affordable housing unit created through the conversion of a nonresidential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§150-19.5. Administration

A. Establishment of Municipal Housing Liaison position and compensation; powers and duties.

1. Establishment of position of Municipal Housing Liaison. There is hereby established the position of the Municipal Housing Liaison for Verona.

2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Verona, including the following responsibilities which may not be contracted out:

   (a) Serving as Verona's primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents, and interested households;

   (b) The oversight of affirmative marketing plans and affordability controls;

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(c) When applicable, overseeing and monitoring any contracting Administrative Agent.

(d) Monitoring the status of all restricted units in Verona's fair share plan;

(e) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.

(f) Coordinating meetings with affordable housing providers and administrative agents, as applicable;

(g) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.

(h) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

(i) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.

(j) Listing on the municipal website contact information for the MHL and Administrative Agents.

4. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of the Municipal Housing Liaison.

B. Administrative Agent

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:

(a) Administrative agent fees related to rental units shall be paid by the developer/owner.

(b) Administrative agent fees related to initial sale of units shall be paid by the developer.

(c) Administrative agent fees related to resales shall be paid by the seller of the affordable home.

(d) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:

(a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;

(b) Affirmative marketing:

(1) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality

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and the provisions of N.J.A.C. 5:80-26.16.

(2) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.

(c) Household certification.

(1) Soliciting, scheduling, conducting and following up on interviews with interested households.

(2) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

(3) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.

(4) Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.

(5) Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.

(6) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

(d) Affordability controls.

(1) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

(2) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.

(3) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

(4) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.

(e) Records retention.

(1) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.

(2) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(f) Resales and re-rentals.

(1) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.

(2) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability

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of restricted units for resale or re-rental.

(g) Processing requests from unit owners.

(1) Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.

(2) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.

(3) Notifying the municipality of an owner's intent to sell a restricted unit.

(4) Making determinations on requests by owners of restricted units for hardship waivers.

(h) Enforcement.

(1) Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

(2) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

(3) Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

(4) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

(5) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(i) The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

C. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

(a) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

(b) The total number of units in the project and the number of affordable units.

(c) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

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(d) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

(e) A projected construction schedule.

(f) The location of any common areas and elevators.

(g) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to 1 above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

(a) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

(b) Provide to the administrative agent a description of any applicable fees.

(c) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

(d) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.

(e) Provide to the administrative agent a proposed form of lease for any rental units.

(f) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive that the tenant selection criteria for applicants for non-restricted units.

(g) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to 1, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

(a) Proposed pricing for all units, including any purchaser options and add-on items.

(b) Condominium or homeowner association fees and any other applicable fees.

(c) Estimated real property taxes.

(d) Sewer, water, trash disposal, and any other utility assessments.

(e) Flood insurance requirement, if applicable.

(f) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§150-19.4. Enforcement of Affordable Housing Regulations

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but 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 the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. 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 housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of

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the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

(a) A fine of not more than $500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

C. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

D. 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 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- or moderate-income unit.

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

2. 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 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 the full 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 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 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.

3. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and 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 housing 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.

4. 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 affordable 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 maximum resale price for which

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the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

5. Failure of the 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 that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

6. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals

1. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§150-19.6. Affordable housing set-aside.

A. Any site plan or subdivision application that creates five (5) or more new dwelling units shall set-aside 20% of the new units for low- and moderate-income households consistent with the requirements of this Article.

B. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.

C. All such affordable units shall be governed by this ordinance with respect to the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.

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D. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.

E. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

F. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

G. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round to the nearest whole number of units, except as may be agreed to between the Township and a developer/redeveloper and which is approved by the Division, the Program, or a court of competent jurisdiction.

Article XXI

Development Fee

§ 150-21.1 Purpose.

A. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 150-21.2 Basic requirements.

B. The Township of Verona shall maintain an affordable housing trust fund to deposit all residential and non-residential development fees, payment in lieu of constructing affordable units, barrier- free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the Township in connection with its affordable housing programs.

C. The Township of Verona shall not spend, or commit to spend, any affordable housing trust funds, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification or by the Division pursuant to N.J.S.A. 52:27D-329.2.a(4). The Township shall not spend affordable housing trust funds unless the Program has approved a plan for spending such funds in accordance with N.J.S.A. 52:27D-329.2.a(4) or the Division has approved spending plan expenditures for emergent opportunities to create affordable housing after the Township has obtained compliance certification in conformance with N.J.A.C. 5:99-4.

§ 150-21.3 Residential development fees.

A. Within all of the Township of Verona Zoning Districts, residential developers shall pay a fee of 1% of the equalized assessed value for residential development, provided no increased density is permitted.

B. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized.

Example: If an approval allows for four units to be constructed on a site that was zoned for two units, the fees could equal 1% of the equalized assessed value on the first two units, and 6% of the equalized assessed value for the additional two units. However, if the zoning on the site has changed during the two-year period preceding the filing of such a variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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§ 150-21.4 Residential development fees - Eligible exactions; ineligible exactions and exemptions.

A. Affordable housing developments, developments where a developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality shall be exempt from development fees. All other forms of new construction shall be subject to development fees unless exempted below.

B. Developments that have received preliminary or final approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

C. Development fees shall be imposed and collected when an existing structure is expanded or undergoes a change to a more intense use. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

D. Developers of tax-exempt or not-for-profit projects shall be subject to a reduced development fee of 1%.

E. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

F. Developers of existing single family residential dwellings shall be exempt from development fees, including additions, renovations, rebuilding or replacement of an existing single-family dwelling and the construction of accessory buildings or other structures on the same lot as the principal dwelling, provided no increase in density is permitted.

§ 150-21.5 Nonresidential development fees.

A. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

B. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

C. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

§ 150-21.6 Nonresidential development fees - Eligible exactions; ineligible exactions and exemptions.

A. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

B. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

C. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (*N.J.S.A. 40:55D-8.1 through 8.7*), as specified in Form

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N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

D. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy for the nonresidential development, whichever is later.

E. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Verona as a lien against the real property of the owner.

§ 150-21.7 Collection of fees.

A. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the issuance of the certificate of occupancy. No certificate of occupancy shall be issued to the developer until all remaining developer fees have been paid in full.

B. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the construction official responsible for the issuance of a building permit.

C. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

D. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

E. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

F. The construction official responsible for the issuance of a final certificate of occupancy shall notify the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

G. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

H. Should the Township of Verona fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c. 46 (*N.J.S.A. 40:55D-8.6*).

§ 150-21.8 Contested fees.

A. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation.

(1) Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Verona Township. Appeals from a determination of the Board may be made to the tax court in accordance with the

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provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

B. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Verona Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 150-21.9 Affordable housing trust fund.

A. There is hereby created a separate, interest-bearing housing trust fund in Investors Bank for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this article shall be deposited into this fund. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:

(1) Payments in lieu of on-site construction of affordable units;

(2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

(3) Rental income from municipally operated units;

(4) Repayments from affordable housing program loans;

(5) Recapture funds;

(6) Proceeds from the sale of affordable units; and

(7) Any other funds collected in connection with Verona's affordable housing program.

B. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

C. With the approval of the Department's Division of Local Government Services, the municipality may invest its affordable housing trust fund in the State of New Jersey cash management fund, provided that the amount of money in the cash management fund that comprises the funds and income attributable to such funds shall at all times be identifiable.

D. All interest accrued in the affordable housing trust fund shall only be used on eligible affordable housing activities included in an approved spending plan or an emergent opportunity authorized by the Division.

§ 150-21.10 Use of funds.

A. Funds deposited in the housing trust fund may be used for any activity approved by the Program or a court of competent jurisdiction, or as approved by the Division as an emergent opportunity to create affordable housing, including but not limited to:

1. A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable, and costs related to the rehabilitation of the unit. Any recaptured funds from a rehabilitation program shall be deposited into a municipality's affordable housing trust fund and subject to the provisions thereof;

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2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

3. Creation of a market to affordable program to pay down the cost of unrestricted units and offer them in sound condition, for sale or rent, at affordable prices to low- and moderate-income households to address all or a portion of the affordable housing obligation;

4. Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;

5. RCAs, approved prior to July 17, 2008;

6. Acquisition and/or improvement of land to be used for affordable housing;

7. Accessory dwelling units;

8. The extension of expiring controls;

9. The construction of group homes and supportive and special needs housing;

10. Maintenance and repair of affordable housing units;

11. To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;

12. Affordability assistance in accordance with N.J.A.C. 5:99-2.5;

13. Repayment of municipal bonds issued to finance low- and moderate-income housing activity;

14. Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or

15. Any other activity approved by the Division.

B. Funds shall not be expended:

1. To reimburse the Township for activities that occurred prior to the authorization to collect development fees;

2. On attorney fees or court costs to obtain a judgment of compliance or order of repose, including any associated administration costs;

3. On any costs in connection with a challenge to a determination of the municipality's fair share obligation; or

4. On any costs in connection with a challenge to the municipality's obligation, housing element, or fair share plan.

C. The Township shall set aside a portion of development fees collected and interest earned from the affordable housing trust fund for the purpose of providing affordability assistance to very low-, low-, and moderate-income households in affordable units included in the municipal fair share plan.

(1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, and rental assistance.

(2) Affordability assistance for very-low-income households may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments

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or buying down the cost of low- or moderate-income units in a municipal fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

(3) Township of Verona may contract with a private or public entity to administer any part of its housing element and fair share plan, including the requirement for affordability assistance, or any program or activity for which the Township expends development fee proceeds.

D. No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration, in accordance with N.J.A.C. 5:99-2.4 and the following:

(1) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the Township of resolving a challenge pursuant to the Program.

(2) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

(3) The proportion of a Township employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the Township affordable housing trust fund.

E. Development fees collected by the Township shall be expended or committed for expenditure within four years of the date of collection.

(1) The funds have been spent on a housing activity in accordance with N.J.A.C. 5:99-2.3;

(2) The Division has been provided with an executed contract or legally enforceable agreement funding the implementation of an allowable housing activity in accordance with N.J.A.C. 5:99-2.3, and the following, as applicable: a municipal resolution or ordinance creating the affordable housing program, a policy and procedures manual, and completion of affordable housing trust fund and unit monitoring, indicating units completed or rehabilitated, or the municipality has otherwise demonstrated a firm and binding obligation to spend such funds in a manner consistent with addressing its respective affordable housing obligation;

(3) For affordability assistance expenses, the Division has been provided with the following: demonstration of a firm and binding obligation to spend such funds in a manner consistent with addressing the affordability assistance obligation required by the Act or a municipal resolution or ordinance and an executed contract or agreement for expenses related to providing affordability assistance to existing low- and moderate-income households, a policies and procedures manual for any affordability assistance program executed by the municipality, and a contract with an administrative agent to carry out the program if applicable; or

(4) For administrative expenses, the Division has been provided with the following: a municipal resolution or ordinance and an executed contract or agreement for expenses related to administering affordable housing.

§ 150-21.11 Barrier Free Escrow.

B. The Township may collect fees to adapt affordable unit entrances to be accessible in accordance with the Act and the Barrier Free Subcode, N.J.A.C. 5:23-7. Funds collected for

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this purpose shall at all times be identifiable from other funds, and shall be identified in the monitoring reports submitted to the State pursuant to N.J.A.C. 5:99-5.

§ 150-21.12 Payments in lieu of constructing affordable units on-site

A. Payments in lieu of constructing affordable units shall not be imposed on any non-residential development.
B. Payments in lieu of constructing affordable units shall be identified on its monitoring report pursuant to N.J.A.C. 5:99-5.2.
C. Pursuant to N.J.A.C. 5:99-2.7, the Township shall specify in its Spending Plan the intended use of any payments in lieu of constructing affordable units on site.

D. Residential development fees shall not be charged in connection with any development that makes a payment in accordance with this section.

§ 150-21.13 Other funds

The affordable housing trust fund may also contain recaptured funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, and any other funds collected by the Township in connection with its affordable housing programs. The Township shall identify any such funds on its monitoring report pursuant to N.J.A.C. 5:99-5 and include a plan for the use of the funds in its spending plan.

§ 150-21.11 Monitoring.

On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

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§ 150-21.12 Ongoing collection of fees.
The ability for the Township of Verona to impose, collect and expend development is subject to maintaining its status as a compliant municipality,. If the Township of Verona fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose or compliance certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (*N.J.S.A. 52:27D-320*). Should the Township's compliant status lapse, it shall submit an updated spending plan in accordance with the time frames set forth at N.J.S.A. 52:27D-304.1 for municipal submission of a housing element and fair share plans in order to renew control over the collection and spending of its trust funds.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court

of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION
This ordinance shall be a part of the Code of the Township of Verona as though codified and fully set forth therein. The Municipal Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The Municipal Clerk and the Township Attorney are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Township of Verona in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

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 XXXX AND XXX

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION: DATE – Referred to Planning Board for Consistency Review
PUBLIC HEARING:
EFFECTIVE DATE:

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DRAFT

Appendix D: Amended Spending Plan

Appendix E: 320 Bloomfield Redevelopment Plan

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Appendix F: 383 Bloomfield Redevelopment Plan

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TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2025-17

AN ORDINANCE ADOPTING THE REDEVELOPMENT PLAN FOR 383 BLOOMFIELD AVENUE REDEVELOPMENT AREA

WHEREAS, on May 6, 2024, the Township Council ("the "Township Council") of the Township of Verona, in the County of Essex, New Jersey (the "Township") adopted Resolution 2024-075 declaring the entirety of Bloomfield Avenue Corridor, which includes the above referenced property, as an Area in Need of Rehabilitation; and

WHEREAS, on February 3, 2025, the Township Council adopted Resolution 2025-049 declaring the above referenced block and lot as an Area in Need of Redevelopment (the "383 Bloomfield Avenue Redevelopment Area"); and

WHEREAS, more than 45 days have passed since said Resolution was adopted, and no actions have been filed challenging such action; and

WHEREAS, N.J.S.A. 40A:12A-7 provides for a procedure for the adoption of a redevelopment plan for all or a portion of a duly designated redevelopment area; and

WHEREAS, Block No. 708, Lot 1 in the Township (the "Property") is located within the 383 Bloomfield Avenue Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-7.a, provides that "No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, …"; and sets forth statutory requirements for the contents of a Redevelopment Plan; and

WHEREAS, the Township Council directed its planning consultant, H2M engineers and architects (the "Professional Planner") to prepare a draft redevelopment plan concerning the 383 Bloomfield Avenue Redevelopment Area; and

WHEREAS, the Township Council is desirous of enacting a redevelopment plan to guide the future use, development and redevelopment of Block 708, Lot 1, heretofore designated as an area in need of redevelopment with provisions to enable the construction of a mixed-use building with affordable housing; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(e), the Township Council shall refer the redevelopment plan to the Planning Board prior to final adoption of same; and

WHEREAS, the Planning Board shall within 45 days after referral prepare a report containing its recommendation concerning the redevelopment plan, which report shall identify any inconsistencies with the Township Master Plan and recommendations concerning any inconsistencies and any other matters deemed appropriate by the Planning Board; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-7.e , the Township Council shall review the report of the Planning Board and may approve or disapprove or change any recommendation by a vote of the full authorized membership and shall record in its minutes the reasons for not following the recommendations.

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

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

SECTION 2. The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A and by the reference made a part hereof is hereby approved and adopted pursuant to N.J.S.A. 40A-12A-1 et. Seq, provided that the Redevelopment Plan is modified to provide that the plan includes (i) a provision for publicly accessible e-bicycle and bicycle racks and storage for e-bicycles and bicycles; (ii) the developer shall provide a minimum of five (5) affordable housing credits within the project consistent with the projections contained in the approved housing element contained in the Township's Master Plan.

SECTION 3. The zoning district map in the zoning ordinance of the Township is hereby amended to include the Property per the boundaries described in the Redevelopment Plan and the provisions thereon.

SECTION 4. If any section, sub-section, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 5. A copy of this Ordinance and the Redevelopment Plan shall be available for public inspection at the office of the Township Clerk during regular business hours.

SECTION 6. The Township Clerk shall publish notice of the Ordinance in accordance with applicable law.

SECTION 7. This Ordinance shall take effect after final passage and publication as prescribed by law.

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ATTEST:

JENNIFER KIERNAN, CMC
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 ISSUES OF OCTOBER 30, 2025 ANDS NOVEMBER 17, 2025.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION: October 6, 2025
PUBLIC HEARING: November 10, 2025
EFFECTIVE DATE: November 30, 2025



Township of Verona 383 Bloomfield Ave

Redevelopment Plan

Prepared by:

DRAFT

DRAFT

Redevelopment Plan
For The 383 Bloomfield Avenue Redevelopment Area

Verona Planning Board

Christopher Tamburro, Mayor

Jessica Pearson, Chairperson

David Freschi, Vice Chairperson

Kevin O'Sullivan

Alex Roman

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

Dolores Carpinelli, Planning Board Secretary

Kathleen Miesch, Zoning Official

This plan is dedicated to Dr. Alan DeOld, dedicated volunteer and member of the Verona Planning Board who passed away in 2025.

Verona Township Council

Christopher Tamburro, Mayor

Jack McEvoy, Deputy Mayor

Alex Roman, Councilman

Christine McGrath, Councilwoman

Cynthia Holland, Councilwoman

Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager

DRAFT

Consultants:

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

Adopted by Verona Township Council:

November 10, 2025

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

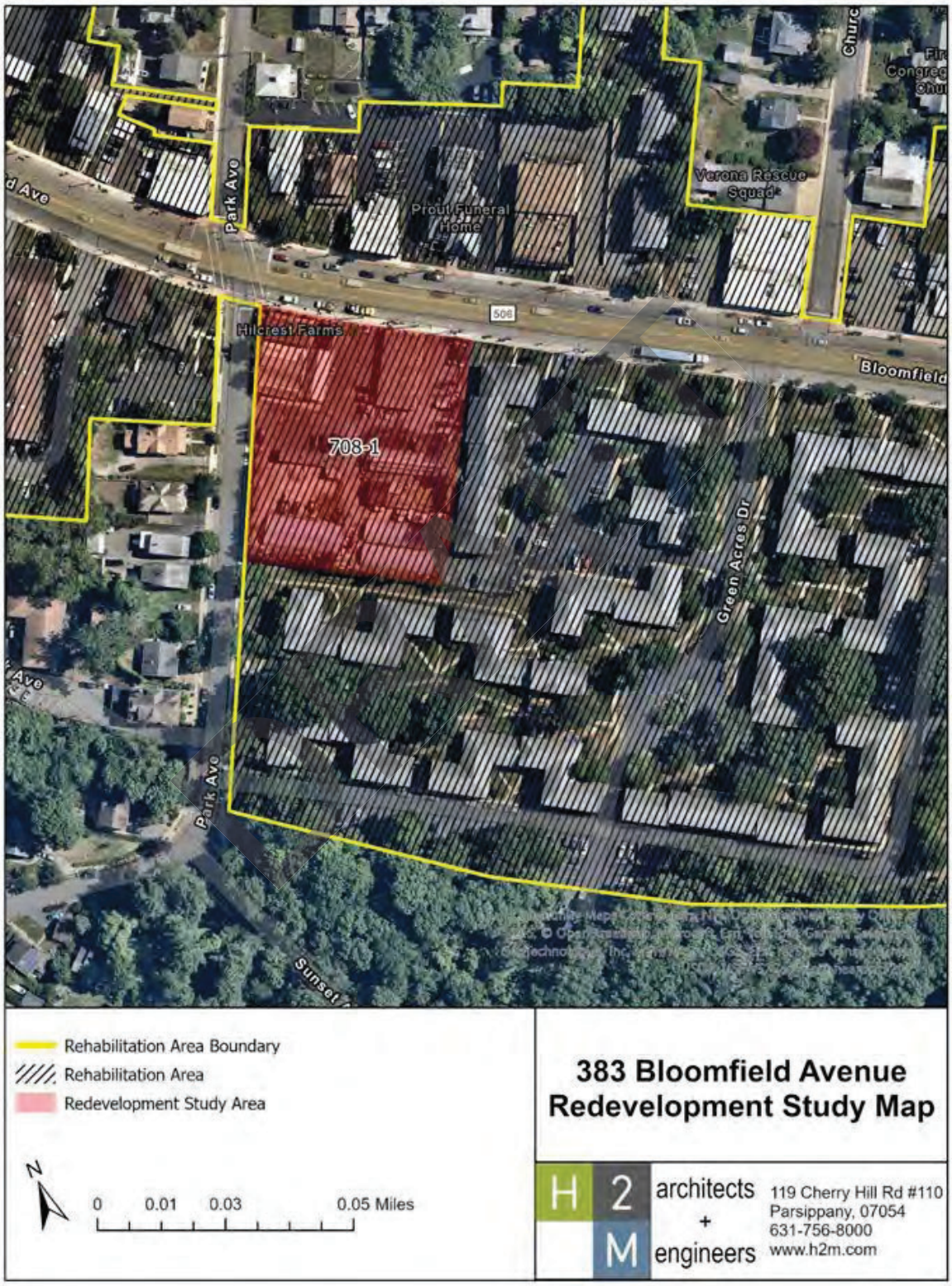
This redevelopment plan has been prepared for 383 Bloomfield Avenue Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan"). The Bloomfield Avenue Redevelopment Area comprises of one lot, which is approximately 1.26 acres. This property is identified as Block 708, Lot 1 (383 Bloomfield Avenue) and is located at the intersection of Bloomfield Avenue and Park Avenue. The property is a corner lot which fronts the eastbound side of Bloomfield Avenue and is bounded by Park Avenue to the west. Presently, the property is developed with a two-story wood-frame commercial building ("principal building") and several accessory structures. These accessory structures include greenhouses attached to the rear of the principal building, and a wood trellis over a plant display area attached to the side (east). Beyond the principal building, there is an asphalt parking lot to the side (east) and rear (south). The asphalt parking lot to the east of the principal building is split into two areas by a standalone plant display area with wood trellis. There is a gazebo to the south of this plant display area. Ingress and egress to the site is provided from Bloomfield Avenue and Park Avenue; with three ingress and egress points from Bloomfield Avenue and one ingress and egress point from Park Avenue. The area to the rear of the principal building and to the south of the rear parking lot contains a five-door garage. The property also contains several accessory structures such as a glass greenhouse with a wood frame in the rear yard, which is located to the southeast of the principal building and east of the five-door garage. Immediately to the south of this is a one-story wooden frame building with an attached greenhouse, and a trailer along the easterly property line. There are three greenhouses along the southerly property line.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 708, Lot 1, as seen in **Figure 1**. This property is designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2025-049, 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 383 Bloomfield Avenue Redevelopment Area ("Redevelopment Area").

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Figure 1: Redevelopment Area Map

1.2 PURPOSE/VISION



The 383 Bloomfield Avenue Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The 383 Bloomfield Avenue Redevelopment Plan ("Redevelopment Plan") is intended to incentivize property owners to improve their buildings, to create a more vibrant environment for both residents and visitors, and 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 several 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 proximate to an assortment of retail and commercial uses, and existing residential uses. These uses include multi-family residential to the south and to the east, single-family residential to the west, and commercial uses to the north and west, along Bloomfield Avenue. The site is also near the NJ Transit 29 bus route stops along Bloomfield Avenue and about half a mile from NJ Transit 11 bus route 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 includes 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:
6. The master plans of contiguous municipalities.
7. The master plan of the county in which the municipality is located.
8. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c.398 (C.52:18A-196 et al.).

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9. 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.
10. 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.
11. 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.
12. 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.
13. 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.).
14. 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.
15. 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.

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2.0 EXISTING CONDITIONS

2.1 2024 AREA IN NEED OF REDEVELOPMENT INVESTIGATION SUMMARY

On August 19, 2024, the Township Council authorized the Planning Board to undertake a preliminary investigation to determine whether the property, identified in the Township's Tax Maps as Lot 1 on Block 708, 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 January 23, 2025, Verona Township's Planning Board held a public hearing on the findings of the preliminary investigation as set forth within the report entitled "383 Bloomfield Avenue 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 recommended 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 pursuant to Resolution No. 2025-049, included herein Appendix A, designated the area as an area in need of redevelopment on February 3, 2025.

2.2 SURROUNDING AREA CONTEXT

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The Redevelopment Area is located on the eastern side of Verona, at the intersection of Bloomfield Avenue and Park 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, as shown in **Figure 2,** which runs from Essex Mall in West Caldwell to Newark Penn Station. Additionally, the Redevelopment Area is a 15- to 20-minute walk from the NJ Transit #11 bus stops that are located at the intersection of Pompton Avenue and Claremont Avenue. 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.

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Figure 2: Redevelopment Study Area Existing Public Transportation Map



The redevelopment area is bounded by Bloomfield Avenue to the north and Park Ave to the west. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district - the Township's Extended Town Center ("ETC") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding uses include multi-family residential to the south and to the east, single-family residential to the west, and commercial uses to the north and west, along Bloomfield Avenue.

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.

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Figure 3: 383 Bloomfield Avenue Redevelopment Area Zoning Map

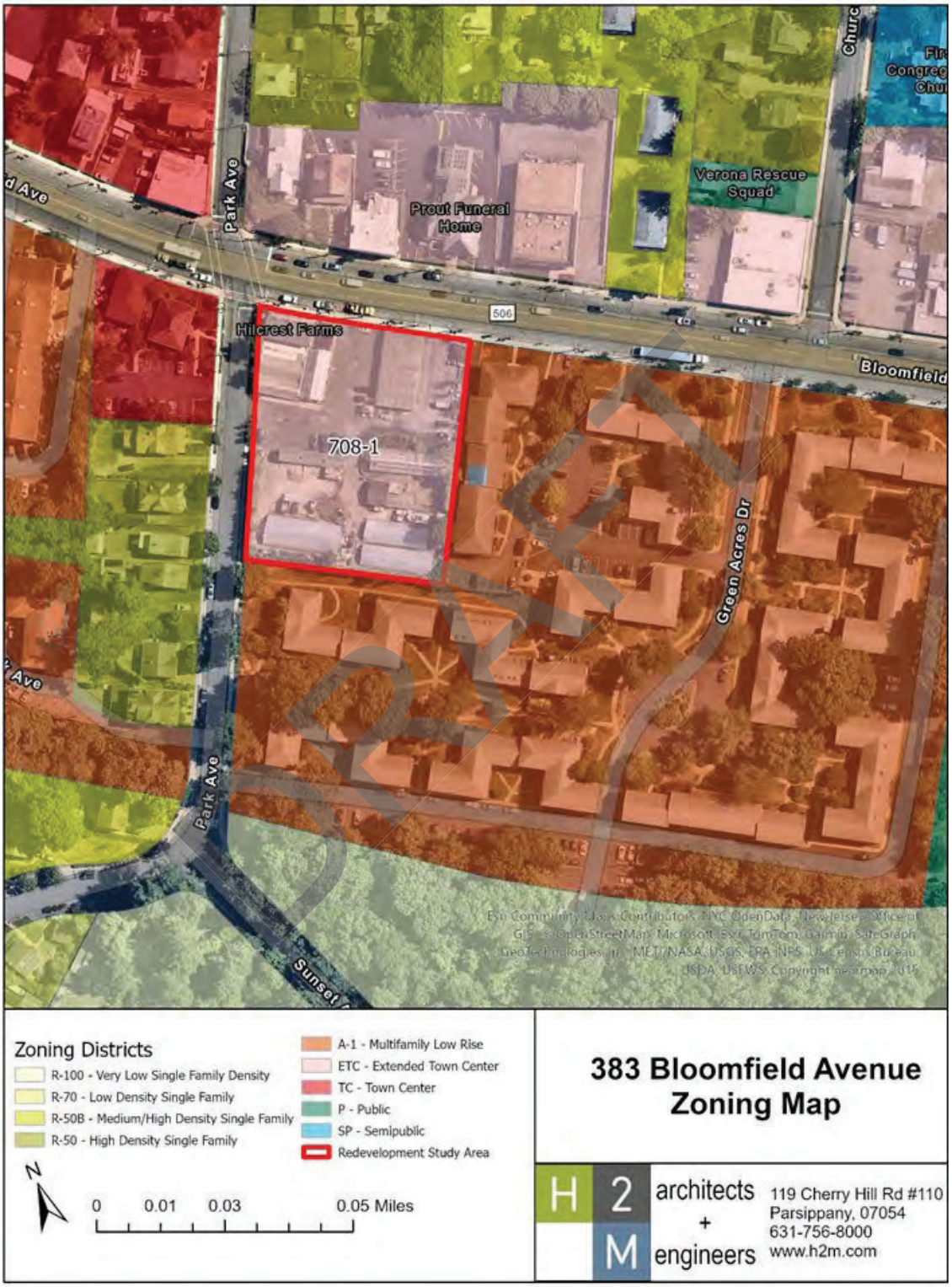
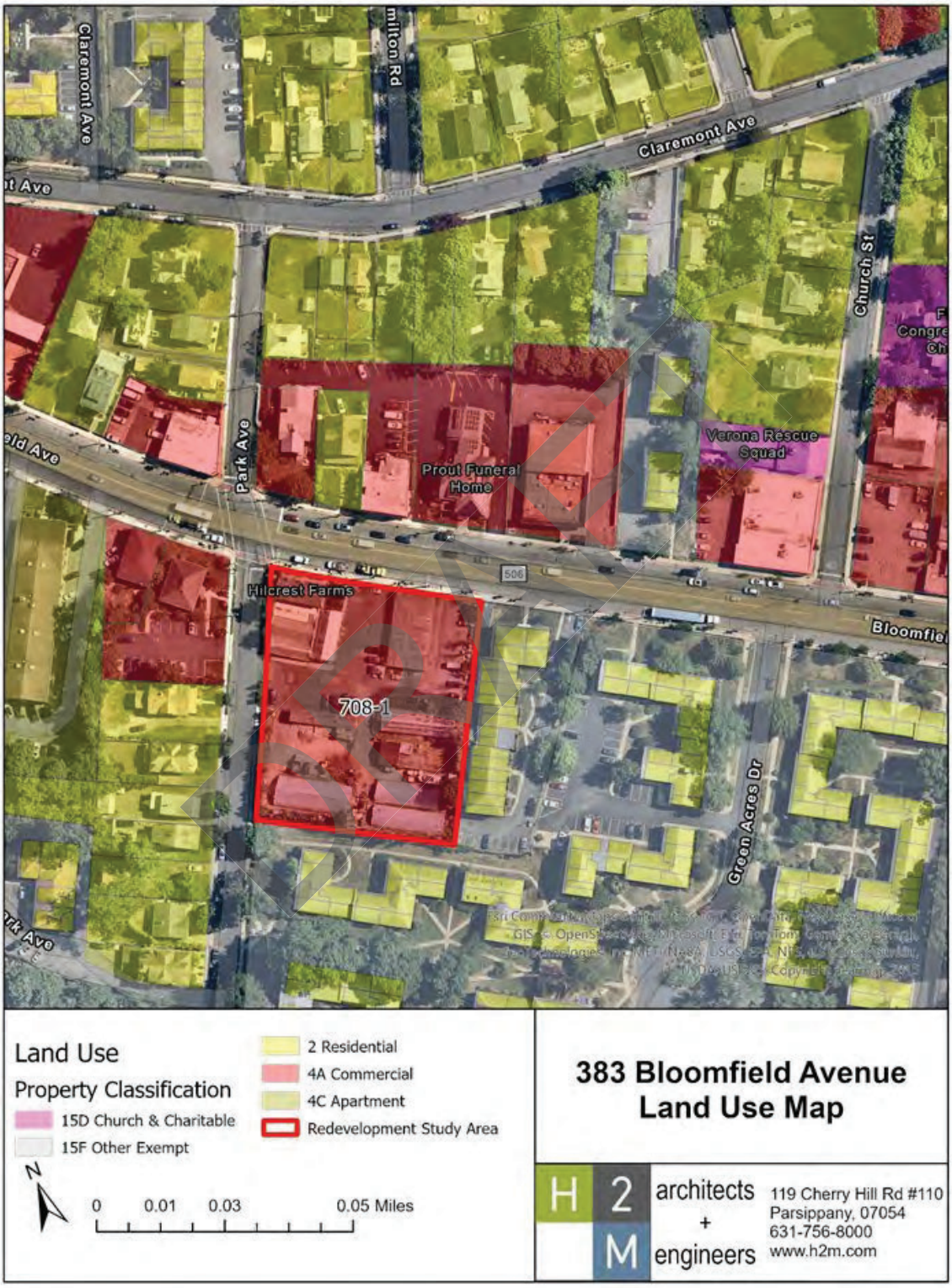


Figure 4: 383 Bloomfield Redevelopment Area Land Use Map



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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing 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 address 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:

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Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5c:	"Utilize redevelopment designations, where appropriate, to provide greater commercial and housing options."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Economic Development Goal #1	"Continue to ensure Bloomfield Avenue is a vibrant and attractive downtown."
Economic Development Objective #1c:	"Utilize incentives for infill development and redevelopment along Bloomfield Avenue commercial corridor."
Economic Development Objective #3:	"Maintain attractive and thriving business and commercial districts."

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2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 383 Bloomfield Avenue (Block 708, Lot 1) 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. Provide alternative living arrangements or permanent supportive housing for adults with special needs as those terms are defined in NJ Rev Stat § 34:1B-21.24 (2024).
6. Revitalize an obsolete and underutilized area of the Township with high-quality development.
7. Encourage walkability and public transit use and minimize vehicular dependency.

2.5 RELATIONSHIP TO ZONING ORDINANCE

This Redevelopment Plan shall constitute an overlay to the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance a shall 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.

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3.0 DEFINITIONS

Any term or definition not addressed in this Redevelopment Plan shall rely on the term or definition set forth within the Zoning Code. In the event of a conflict or contradiction between the terms or definitions of this Redevelopment Plan and the Zoning Code, this Redevelopment Plan shall prevail.

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.

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.

Building Height

The vertical distance measured from the mean finished grade at the building line around the full perimeter of the building measured at 10-foot intervals to the building's highest point of a sloped roof. Building height limitations shall not apply to spires, belfries, parapets, towers designed exclusively for ornamental purposes, chimneys, flues, mechanical equipment, or elevator towers.

Commercial Office

A business which engages in activities other than producing or selling commodities or providing personal services.

Dwelling Unit

One or more rooms, occupied or intended for occupancy as separate living quarters by one family or household, provided, that access is directly from the outside or through a common hall and that separate cooking, sleeping and sanitary facilities are provided for each dwelling for the exclusive use of the occupants thereof.

Fast-Casual Restaurant

Restaurants with a limited menu, limited service, or self-service format, whose food is made to order and is fresher and higher quality and has more complex flavors than Fast-Food Restaurants, and whose décor is more upscale, unique or highly developed.

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Fast-Food Restaurant

Restaurants whose emphasis is on convenience and speed of service, that are generally part of a restaurant chain or franchise, and that provide a limited menu and minimum table or fast counter services, and whose meals are typically inexpensive and made from standardized ingredients that are partially or fully cooked in bulk in advance and kept hot and then finished and packaged to order.

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 another representative of the applicable student.

Mixed-Use Development

A development with a combination of residential and non-residential uses, with no residential dwelling unit on the first floor.

Outdoor Retail Sales

The display and sale of products and services, outside of a building or structure.

Personal Services

Establishments primarily engaged in providing nonmedical services involving the care of a person or his or her personal goods or apparel. Examples include salons, day spas, or hair salons.

Professional Office

A facility used for such services as are provided by medical practitioners, lawyers, architects, engineers, and similar professions.

Restaurant

An establishment where food and drink are preprepared, served and consumed, primarily within an enclosed building. A "restaurant" may include outdoor dining and may include pickup or delivery services wherein food is prepared on the premises for off-premises consumption. Cafes, coffee shops, ice cream shops and Fast-Casual Restaurants shall be considered "Restaurants."

Retail Nursery

The growth, cultivation, storage, and sale of garden plants, flowers, trees, shrubs, and fertilizers, as well as the sale of garden tools and similar accessory and ancillary products to the general public.

Retail Sales

Establishments engaged in the selling or rental of goods or merchandise to the general public for personal or household consumption and in rendering services incidental to the sale of such goods. For the avoidance of doubt, "Retail Sales" shall include "Retail Nursery."

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Retail Services
Establishments selling services to the general public such as drug stores, travel agencies, real estate offices, jewelry repair, shoe repair, and tailors.

Setback
The distance between the property line and the face of the principal building. For the avoidance of doubt, stoops, awnings, pergolas or any other similar decorative features attached to a principal building may encroach into any required yard setback, for a maximum of ten feet.

Yard, Front
The area between the property line and the face of the principal building fronting along Bloomfield Avenue and/or Park Avenue.

Yard, Rear
The area between the property line adjacent to Block 712, Lot 1 and the face of the principal building.

Yard, Side
The area between the property line adjacent to Block 711, Lot 1 and the face of the principal building.

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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 area 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. Dwelling Units above the ground floor
   b. Art Gallery
   c. Art Studio
   d. Artisanal Workshop
   e. Brewpub
   f. Commercial Office Use
   g. Learning Center
   h. Personal Services
   i. Restaurants
   j. Retail Sales
   k. Retail Services
   l. Any combination of the above-listed uses.

2. Accessory Uses and Structures:
   a. Off-street parking.
   b. Amenity space for use by the occupants of the dwelling units, including but not limited to lobbies, fitness centers, lounges, dog wash facilities, outdoor kitchens, outdoor seating, rooftop terraces, storage spaces.
   c. Shared amenity spaces for use by occupants of the Dwelling Units, and commercial spaces such as, but not limited to, outdoor seating and walking paths.
   d. Outdoor dining associated with restaurant use may be provided anywhere within the Mixed-Use Development so long as it is located on the street level. Outdoor dining is not required to be located directly in front of the restaurant space it is associated with. For example, outdoor dining may be located in front of a retail use.
   e. Sidewalk café in accordance with Section 150-7.22.
   f. Residential amenity for the enjoyment of the residents.
   g. Utility rooms.
   h. Refuse and recycling enclosures.

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i. Accessory uses and/or structures that are customarily incidental to any of the principal permitted uses set forth within this Redevelopment Plan.

4.2 BULK REGULATIONS

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

Bulk Standards	Requirements
Min. Lot Area	1 acre
Max Density	27 dwelling units/acre
Min Lot Width	210 ft
Min. Front Yard Setback (Bloomfield Avenue)	10 ft
Min. Front Yard Setback (Park Avenue)	20 ft.
Min. Side Yard Setback	30 ft
Rear Yard Setback	30 ft
Max. Building Coverage	40%
Max. Impervious coverage (%)	80%
Max Building Height (stories/feet)	4 stories*/ 50 ft

*4 stories following the change in topography on the site, from Bloomfield Avenue towards the rear property line along Park Avenue, with the fourth floor stepped back to reduce the impact of the massing.

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. In addition, Fast-Food Restaurants shall not be permitted in 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 600 square feet
   b. Two-bedroom rental units– minimum 850 square feet
   c. Three-bedroom rental units- minimum 1,1500 square feet
   d. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances. The developer shall provide a minimum of five (5) affordable housing credits within the project consistent with the projections contained in the approved Housing Element and Fair Share Plan contained in the Master Plan. Affordable housing can be satisfied through special needs housing and/or family housing; however, at least one 3-bedroom unit shall be for family housing.

2. Buildings with residential dwelling units 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 should be provided for each unit.

4.5 DRIVEWAYS & CURBS

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1. Driveway access to the site shall be provided from Park Avenue.
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 five 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 AND LOADING

1. Parking is prohibited in any required front yard setback, except if located underneath a building.
2. Off-street parking may be located underneath a building.
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 shall be required based on the following table.

Permitted Uses	Minimum Parking Requirements
Residential Apartments	1.8 parking spaces per unit
Special Needs Housing	0.25 parking spaces per unit
Non-residential uses	1 space per 250 square feet

a. Out of the total number of parking spaces required, 10% of the total required parking spaces can be provided through on-site compact car parking spaces. Each compact parking space shall not be less than eight feet wide and 16 feet deep.
b. The redeveloper may create new on-street parking spaces due to the closure of the existing ingress/curb cuts on Bloomfield Avenue. Each new on-street parking space shall count as a one for one credit toward the developer's minimum on-site parking requirement.
c. A reduction in the minimum required parking ratios set forth in this Redevelopment Plan may be approved by the Planning Board as a waiver, where it is demonstrated that the projected parking demand will be less than that required by the Redevelopment Plan through the availability of transit, shared parking or otherwise.
d. 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. Each Make-Ready EV space shall count as two parking spaces for the purpose of complying with the minimum parking space requirements but shall not result in a reduction of more than 10% of the required off-street parking.

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8. One loading space shall be provided to service the Redevelopment Area. The loading space may be located on-site or on-street subject to appropriate approvals.

4.7 ON-SITE PEDESTRIAN REQUIREMENTS

1. Pedestrian walkways shall be provided connecting Bloomfield Avenue to building entrances.
2. Where practical, pedestrian walkways should 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 Section 5.9 of this Redevelopment Plan.
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).
5. A designated area within the Redevelopment Area shall be provided for e-bicycle and bicycle racks and storage for e-bicycles and bicycles.

4.8 SIGNAGE / AWNINGS

1. Monument Signs. One (1) monument sign shall be permitted along the frontage of Bloomfield Avenue, Park Avenue or the intersection thereof identifying the Mixed-Use Development. A secondary monument sign may also be provided at the driveway entrance to the parking along Park Avenue. The design of any monument sign shall have a base with 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 face shall have a maximum width of six feet, maximum height of 3.5 feet, and maximum area of 21 square feet. Any monument sign shall be setback at a minimum distance of five feet from the right-of-way of Park Avenue or Bloomfield Avenue.
2. Façade Signs. Defer to the façade signs standards set forth within Section 150-7.9 of the Zoning Code, except that the total square footage along the Bloomfield Avenue frontage shall not be greater than 120 square feet.
3. Awnings. Awnings associated with non-residential uses within Mixed-Use Development are permitted and shall conform to the following specifications:
    a. Fixed awnings attached to buildings shall not extend from the building to more than 48 inches, nor be greater than 48 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.

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d. One awning per storefront window or storefront bay shall be permitted.

e. Text and graphics on the awning shall be limited to the name and logo of the business only. Address labels, operating hours and contact information are prohibited.

f. Awning 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.

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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 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.
2. **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.
3. **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.
4. **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.
5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.
6. **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. Stone, masonry, brick, precast, and wood or aluminum framed glass, are preferred primary materials for the base of façades. Stone, masonry, brick, wood, fiber-cement, precast, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials for the middle and top of façades. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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 15-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,

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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. The image below is an example of such a design.



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 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. Terraces should be provided to break the massing and monotony of the building and portions of the highest floor should be set back to minimize the impact along Bloomfield Avenue and Park Avenue and to maintain the character of the neighborhood.



5. In any mixed-use building, the difference between ground floor commercial uses and upper-level dwelling units 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.



6. Articulate the building entrance to the residential lobby in the façade to make it easily identifiable by pedestrians and motorists and to provide architectural interest.

7. 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.

8. There shall be no blank facades along any side, especially the sides that are visible from the street.

9. Fenestration:
   a. Nonresidential space fronting Bloomfield Avenue should be designed with storefront type display windows. 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

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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 should 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.

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.

4. Terraced roofs shall provide screening where in the sightline of residential uses. Terraced roofs which are accessible to residents shall encourage the safety and well-being of residents.

5. Surfaces of flat roofs must be painted white or constructed with light colored roofing materials.

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 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. Any parapet wall to screen mechanicals shall not be counted towards the building height calculation.

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5.7 TRASH/TRASH ENCLOSURES/RECYCLING

1. All loading and refuse collection 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 set at least 15 feet or more from adjacent streets. The recommended method of screening refuse collection enclosures shall consist of walls and gates compatible in color and texture with the building material, buffered by a landscape strip on two sides that do not abut parking spaces. 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.

2. All outdoor refuse enclosures shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. Chain-link fencing or wire-mesh screening is not permitted.

3. 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.

4. Collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

5. 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.

6. 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.

7. The owner or occupant of each non-residential establishment shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, such removal to be made at regularly scheduled intervals, not less than once a week.

8. All bulk containers used by non-residential establishments or dwelling units 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 any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility

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provider. 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 pertinent provisions of the Zoning Code.

5.11 SUSTAINABILITY

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

1. Landscaping
   a. Any trees slated for removal shall be replaced in accordance with Chapter 493, Article II.
   b. Provide landscaping in the required front, rear, and side yard setbacks to the extent practicable and in the required buffer areas.
   c. Use native species and species that are recommended in Chapter 150, Attachment 3, in the required landscape buffers.

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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.

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 in all dwelling units 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 the 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 383 Bloomfield Avenue 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.

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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 Draft Final State Plan is available on the state's website.[1] The SPC approved the Draft Final State Plan on September 15, 2025, and it was released on September 19, 2025. The entire Redevelopment Area is within the PA-1 Metropolitan Planning Area. The 2001 SDRP's has eight goals pertaining to land use, conservation, economic development, and other societal needs. The more specific goals for PA-1 were to 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. The new State Plan builds on the original goals and adds two more: one on climate change mitigation and one on equity in planning. Both plans encourage new development in existing developed areas and encourage preservation in areas not suited for development. Both plans serve as a vehicle to guide conversations and decision-making including short- and long-term goals.

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[1]Update to State Development and Redevelopment Plan. (n.d.) https://www.nj.gov/state/bac/planning/state-plan/development/index.shtml, accessed on September 19, 2025.

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)).

7.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

7.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.

2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.

3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

7.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

7.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

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7.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

7.7 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 public health, safety or general welfare.

7.8 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.

7.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

7.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

7.11 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,

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paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

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8.0 APPENDICES

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Appendix G: TCMU Amendment

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Appendix H: 420 Bloomfield Redevelopment Plan

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Township of Verona 420 Bloomfield Ave

Redevelopment Plan

Date: February 16, 2026

Prepared by:

DRAFT

DRAFT

Redevelopment Plan

For The 420 Bloomfield Avenue Redevelopment Area

Verona Planning Board

Christopher Tamburro, Mayor

Jessica Pearson, Chairperson

Jason Hyndman, Vice Chairperson

Kevin O'Sullivan

Jesse Lilley

David Freschi

Tim Camuti

Julie Parker

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Mr. Peter Ten Kate, Township Engineer

Dolores Carpinelli, Planning Board Secretary

Kathleen Miesch, Zoning Official

Verona Township Council

Christopher Tamburro, Mayor

Jack McEvoy, Deputy Mayor

Alex Roman, Councilman

Christine McGrath, Councilwoman

Cynthia Holland, Councilwoman

Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager

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Consultants:

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119 Cherry Hill Road, Suite 110
Parsippany, NJ 07054

Adopted by Verona Township Council:

_____, 2026

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for 420 Bloomfield Avenue Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan"). The Bloomfield Avenue Redevelopment Area comprises of one lot, which is approximately 0.995 acres. This property is identified as Block 701, Lot 3 (420 Bloomfield Avenue) with frontages along Bloomfield Avenue and Claremont Avenue. The property is developed with one principal structure, a one-story flat roofed, commercial building with an asphalt parking lot to the rear of the property, along Claremont Avenue. The southwesterly side of the building, fronting Bloomfield Avenue, maintains a zero-foot setback, along the westbound side of Bloomfield Avenue. Immediately to the east/southeast of the building is a landscaped patio leading to a brick-paver drive aisle. The drive-aisle provides ingress and egress to the site from Bloomfield Avenue. The main entrance to the building is also along the southeasterly side of the building, facing the brick-paver drive aisle. The main entrance is sheltered by an attached, one-story canopy with a gable roof. Traversing in the northerly direction, just past the canopy, the brick-paver drive aisle transitions into an asphalt parking lot that spans the entire Claremont Avenue frontage. This parking lot is divided into two sections by the main building, which juts into the parking lot. Both sections of the parking lot are connected by an approximately 12- to 15-foot drive aisle.

The interior of the building has a complex configuration. Although the building is only one (1) story, the site slopes downwards from the east to the west. As a result, the building's ground floor (exclusive of the basement) is partially below grade. The main entrance, on the southeasterly side of the building, is directed away from Bloomfield Avenue and leads to a foyer which is slightly below grade and is accessed by steps. From the foyer, there is access to five event spaces including three ballrooms, a lounge, and a chapel—all of which are located on the ground floor but at staggered levels. On the upper floor, above the main entrance and foyer, is an administrative office space. There are two kitchens in the building, a main service kitchen on the ground floor and Kosher kitchen down a flight of stairs from the main kitchen. The basement is an expansive series of storage rooms and hallways used primarily to store old catering materials. Additionally, the basement contains service hallways that lead outdoors and to the ballrooms and kitchens on the upper floors.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 701, Lot 3, as seen in **Figure 1**. Additionally, this property is designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2026-028, 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 420 Bloomfield Avenue Redevelopment Area ("Redevelopment Area").

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Figure 1: 420 Bloomfield Redevelopment Area Map



1.2 PURPOSE/VISION

The 420 Bloomfield Avenue Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The 420 Bloomfield Avenue Redevelopment Plan ("Redevelopment Plan") is intended to incentivize property owners to improve their buildings, to create a more vibrant environment for both residents and visitors, and 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 several 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 proximate to an assortment of retail and commercial uses, and existing residential uses. To west of the Redevelopment Area are commercial and retail uses. To the north of the Redevelopment Area, along Claremont Avenue, are multi-family condominiums and a parking lot which is owned and used by Richfield Regency. To the south of Redevelopment Area, along Bloomfield Avenue, are multi-family apartments buildings and condominiums. The Redevelopment Area is less than half mile away from the NJ Transit 29 and 105 bus stops, which are located on both sides of Bloomfield Avenue. Both the NJ Transit 29 and 105 bus runs between West Caldwell – Essex Mall, makes stops in Verona, and travels to New York City. 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 includes 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.

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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.

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2.0 EXISTING CONDITIONS

2.1 2024 AREA IN NEED OF REDEVELOPMENT INVESTIGATION SUMMARY

On December 15, 2025, the Township Council authorized the Planning Board to undertake a preliminary investigation to determine whether the property, identified in the Township's Tax Maps as Lot 3 on Block 701, 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 January 22, 2026, Verona Township's Planning Board held a public hearing on the findings of the preliminary investigation as set forth within the report entitled "420 Bloomfield Avenue 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 2025 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. The parcel is located within a walkable distance to bus stops and are in an area with existing water and sewer.

The Planning Board recommended 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 pursuant to Resolution No. 2026-028, included herein Appendix A, designated the area as an area in need of redevelopment on February 9, 2026.

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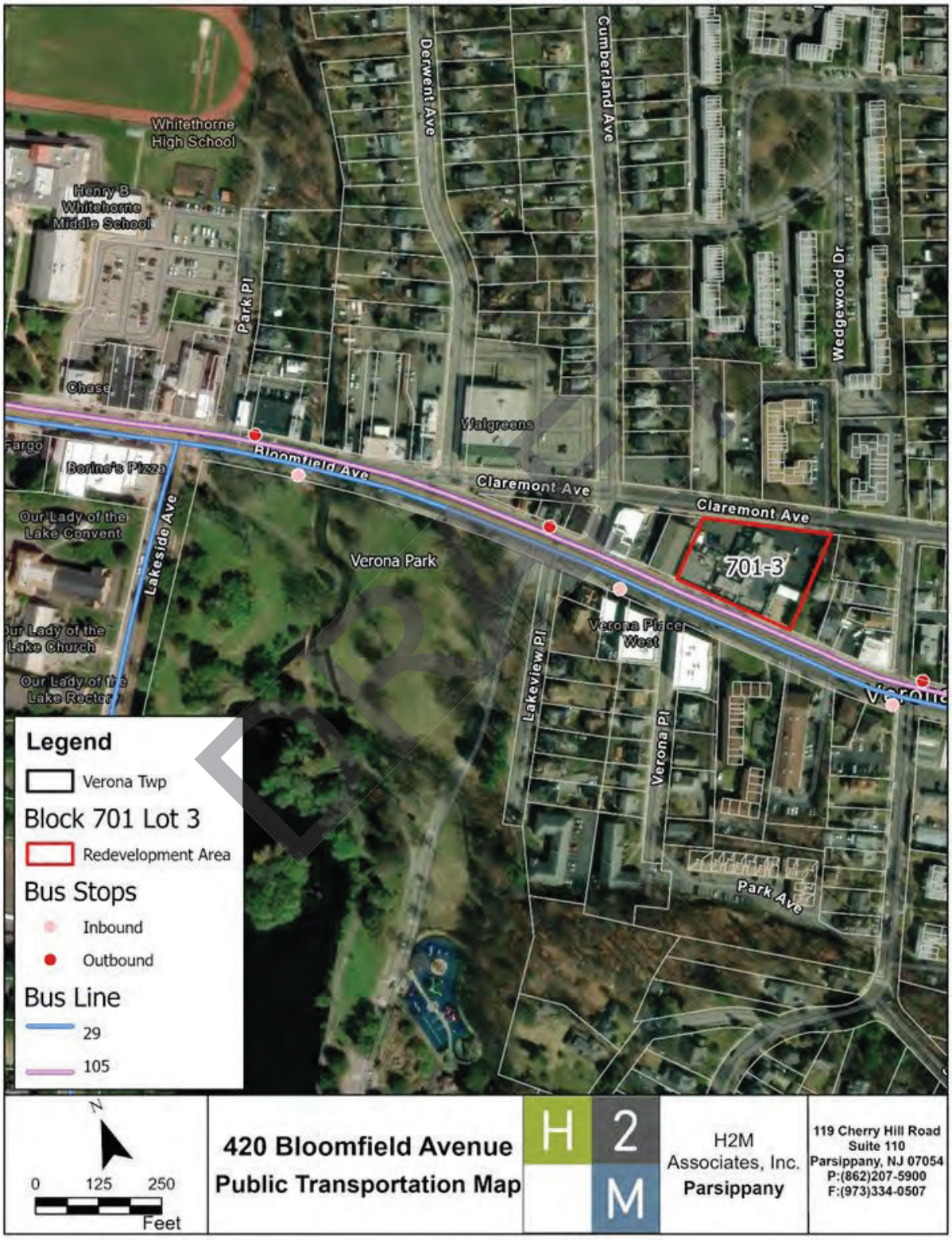
2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the eastern side of Verona, with frontage along Bloomfield Avenue and Claremont Avenue and is located east of the intersection of Bloomfield Avenue and Cumberland Avenue. 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 and 105 bus routes, as shown in Figure 2. The NJ Transit 29 bus connects West Caldwell to New York City with 19 stops in Verona, 26 of which are on Bloomfield Avenue. Additionally, it takes less than 15 minutes to walk from the Redevelopment Area to the NJ Transit 105 bus stop at Bloomfield Avenue and Lakeside Avenue. Both the NJ Transit 29 and 105 bus runs between West Caldwell – Essex Mall, makes stops in Verona, and travels to New York City. 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.

The uses to the east of the Redevelopment Area include residential single-family dwellings and some commercial uses that front along Bloomfield Avenue. To the west of the Redevelopment Area, are commercial and retail uses. Across Claremont Avenue, to the northeast of the property, are condominiums and to the northwest of the property is a parking lot, which is owned and used by Richfield Regency. This parking lot is used to park cars for the events at Richfield Regency. To the south of the property, along Bloomfield Avenue, are multi-family apartments buildings and condominiums.

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Figure 2: 420 Bloomfield Redevelopment Area Existing Public Transportation Map



The redevelopment area is bounded by Bloomfield Avenue to the south and Claremont to the north. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district - the Township's Town Center ("TC") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding uses include single-family and some commercial to the east and commercial uses to the west. The uses to the south, along Bloomfield Avenue, includes multifamily apartments and condominiums. The uses to the north, along Claremont Avenue, include condominiums, a parking lot used by Richfield Regency, and some commercial uses.

TC – Town Center

§150-17.14 Permitted uses.

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 service establishments, including stores or shops for retail business conducted entirely within the confines of a building.

Cafeteria.

2. Banks and other financial institutions, excluding drive in uses
3. Theatrical and motion-picture theaters
4. Family day-care centers
5. Personal service establishments

Permitted accessory uses. Any of the following accessory uses may be permitted in conjunction with a permitted principal use:

1. Accessory use customary 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.

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 uses regulations Chapter 150

1. Mixed residential and retail subject to the mixed-use standards set forth in § 150-8.3.
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.

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Figure 3: 420 Bloomfield Avenue Redevelopment Area Zoning Map

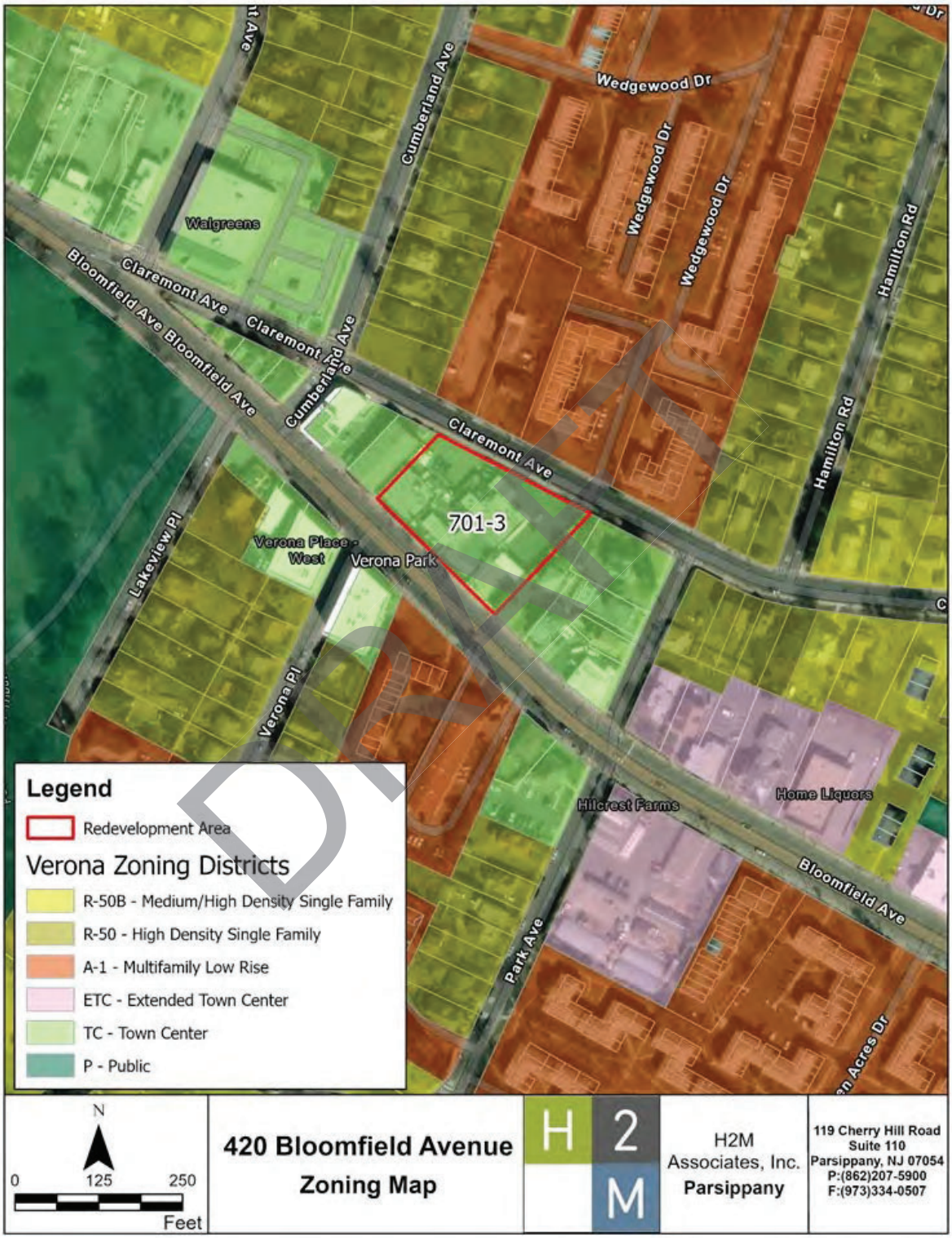
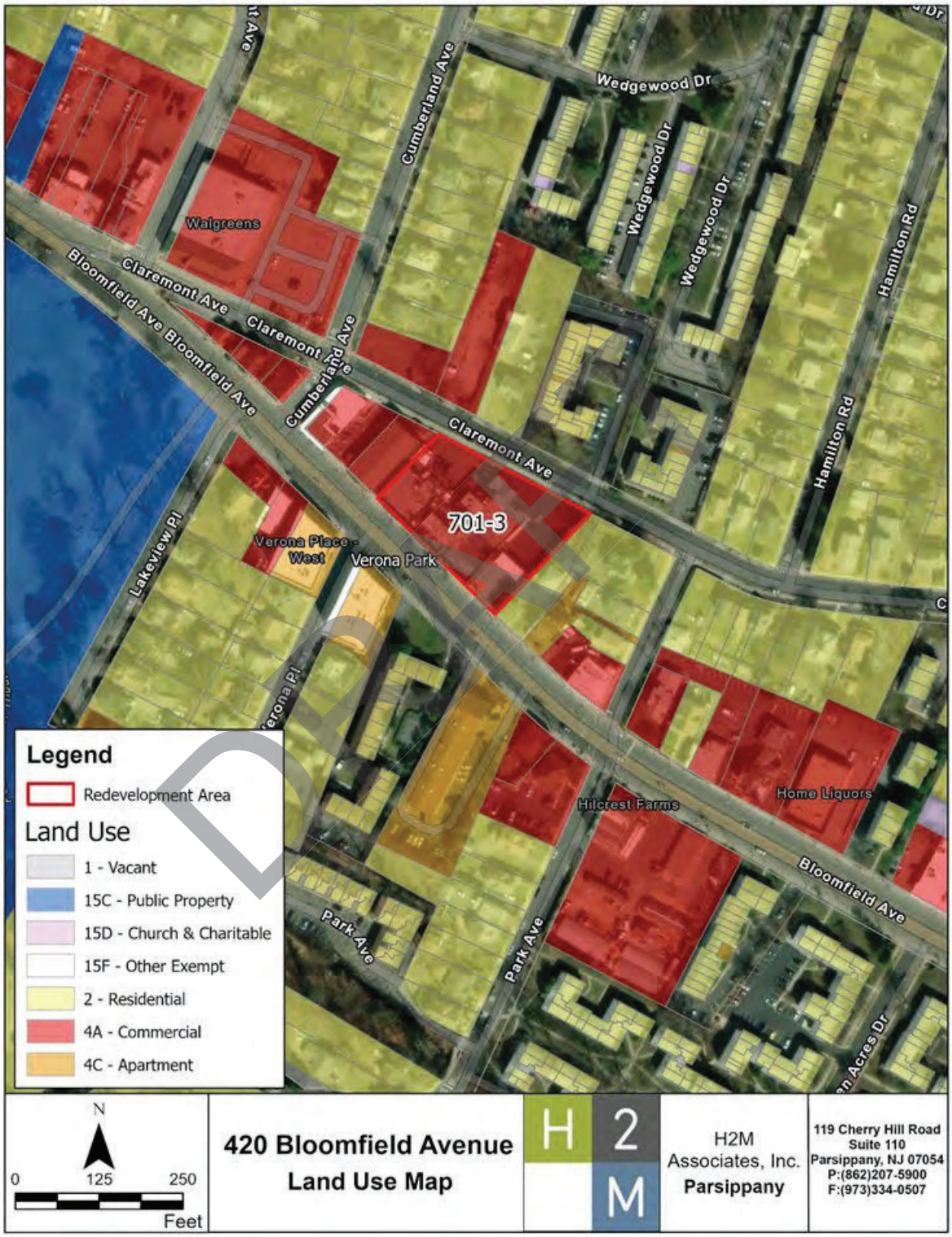


Figure 4: 420 Bloomfield Redevelopment Area Land Use Map



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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing 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 address 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:

Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5c:	"Utilize redevelopment designations, where appropriate, to provide greater commercial and housing options."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Economic Development Goal #1	"Continue to ensure Bloomfield Avenue is a vibrant and attractive downtown."
Economic Development Objective #1c:	"Utilize incentives for infill development and redevelopment along Bloomfield Avenue commercial corridor."
Economic Development Objective #3:	"Maintain attractive and thriving business and commercial districts."

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2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 420 Bloomfield Avenue (Block 701, Lot 3) 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

This Redevelopment Plan shall constitute an overlay to the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance shall 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.

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3.0 DEFINITIONS

Any term or definition not addressed in this Redevelopment Plan shall rely on the term or definition set forth within the Zoning Code. In the event of a conflict or contradiction between the terms or definitions of this Redevelopment Plan and the Zoning Code, this Redevelopment Plan shall prevail.

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.

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.

Building Height

The vertical distance measured from the mean finished grade at the building line around the full perimeter of the building measured at 10-foot intervals to the building's highest point of a sloped roof. Building height limitations shall not apply to spires, belfries, parapets, towers designed exclusively for ornamental purposes, chimneys, flues, mechanical equipment, or elevator towers.

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.

Commercial Entertainment

The rendering of entertainment, as opposed to products or services, to the general public. Commercial entertainment includes, but is not limited to, theaters and auditoriums, and indoor amusement/entertainment facilities such as a virtual gaming, bowling alley, an ice-skating rink, pool and/or billiard rooms, escape rooms, indoor rock-climbing gyms, indoor tennis or pickleball courts. Commercial entertainment shall not include uses such as dance halls or night clubs.

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Commercial Recreation

A recreation facility operated as a business and open to the public for a fee. A commercial recreational facility includes the following uses: health clubs, day spas, yoga studios, pilates studios, gyms, and fitness centers.

Dwelling Unit

One or more rooms, occupied or intended for occupancy as separate living quarters by one family or household, provided, that access is directly from the outside or through a common hall and that separate cooking, sleeping and sanitary facilities are provided for each dwelling for the exclusive use of the occupants thereof.

Fast-Casual Restaurant

Restaurants with a limited menu, limited service, or self-service format, whose food is made to order and is fresher and higher quality and has more complex flavors than Fast-Food Restaurants, and whose décor is more upscale, unique or highly developed.

Fast-Food Restaurant

Restaurants whose emphasis is on convenience and speed of service, that are generally part of a restaurant chain or franchise, and that provide a limited menu and minimum table or fast counter services, and whose meals are typically inexpensive and made from standardized ingredients that are partially or fully cooked in bulk in advance and kept hot and then finished and packaged to order.

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 another representative of the applicable student.

Med Spa

A facility that provides non-medical and medical cosmetic services such as infusion therapy, skin laser rejuvenation, laser hair removal, Botox and dermal filler, microneedling, medical weight loss, etc. Such facilities operate under the oversight of a licensed physician or independent practitioner, deliver services through skilled and certified practitioners, and ensure appropriate supervision by a qualified healthcare professional.

Mixed-Use Development

A development with a combination of residential and non-residential uses, with no residential dwelling unit on the first floor.

Personal Services

Establishments primarily engaged in providing nonmedical services involving the care of a person or his or her personal goods or apparel. Examples include salons, day spas, or hair salons.

Restaurant

An establishment where food and drink are preprepared, served and consumed, primarily within an enclosed building. A “restaurant” may include outdoor dining and may include pickup or delivery

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services wherein food is prepared on the premises for off-premises consumption. Cafes, coffee shops, ice cream shops and Fast-Casual Restaurants shall be considered "Restaurants."

Retail Sales

Establishments engaged in the selling or rental of goods or merchandise to the general public for personal or household consumption and in rendering services incidental to the sale of such goods. For the avoidance of doubt, "Retail Sales" shall include "Retail Nursery."

Retail Services

Establishments selling services to the general public such as drug stores, travel agencies, real estate offices, jewelry repair, shoe repair, and tailors.

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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 into 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 area that can be enjoyed by residents and visitors. The Redevelopment Area uses, and bulk regulations will supersede the use bulk regulations of the underlying TC Zone District, shown in **Figure 3**:

1. **Permitted Uses:**
   a. Dwelling Units above the ground floor
   b. Art Gallery
   c. Art Studio
   d. Artisanal Workshop
   e. Bistro
   f. Brewpub
   g. Cafes
   h. Commercial Recreation
   i. Learning Center
   j. Med Spa
   k. Personal Services
   l. Restaurants
   m. Retail Sales
   n. Retail Services

Nothing contained herein shall prohibit two or more principal uses in the Redevelopment Area, provided the principal uses have their own distinct space and are separated from the other principal use(s) by interior walls and have separate entrances either to a common area or to the exterior.

The non-residential uses on the first floor shall be for other patrons and not amenity spaces for the residents living in the residential portion of the development at 420 Bloomfield Avenue Redevelopment Area. Access to the non-residential uses shall be from the street right of way and not the building.

2. **Accessory Uses and Structures:**
   a. Off-street parking.
   b. Amenity space for use by the occupants of the dwelling units, including but not limited to lobbies, fitness centers, lounges, and storage spaces.
   c. Shared amenity spaces for use by occupants of the Dwelling Units.
   d. Sidewalk café in accordance with Section 150-7.22.
   e. Residential amenity for the enjoyment of the residents.
   f. Utility rooms.
   g. Refuse and recycling enclosures.
   h. Accessory uses and/or structures that are customarily incidental to any of the principal permitted uses set forth within this Redevelopment Plan.

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4.2 BULK REGULATIONS

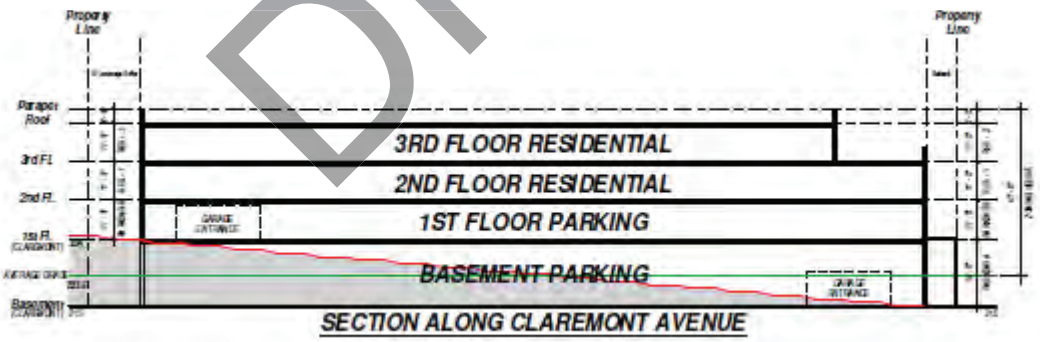
Development in the Redevelopment Area is subject to the requirements in the table below.

Bulk Standards	Requirements
Min. Lot Area	0.9 acres*
Maximum Number of Units	65 dwelling units
Min Lot Width	200 ft
Min. Front Yard Setback	0 ft
Min. Side Yard Setback (abutting nonresidential zone)	0 ft
Min. Side Yard Setback (abutting residential uses)	15 ft**
Rear Yard Setback	0 ft
Max. Building Coverage	90%
Max. Impervious coverage (%)	90%
Max Building Height (stories/feet)	4 stories/ 50 ft***

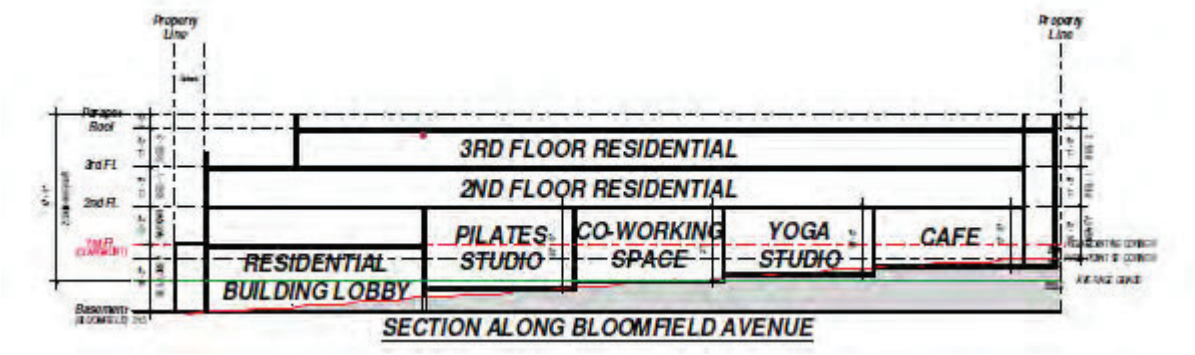
*The designated redevelopment area investigation and designation did not include the parking lot along Claremont Avenue (Block 1708, Lot 2), which will continue to be used for parking purposes. However, for lot area and density calculation, this Redevelopment Area Plan considers the total lot area to include both the lots (Block 701, Lot 3 and Block 1708, Lot 2) for a total of +/- 1.42 acres.

**This refers to the portion of the property line of the Redevelopment Area that abuts the residential building on Block 701, Lot 4.

**The total building height shall not exceed 50 feet. Four stories following the change in topography along Bloomfield Avenue from the westerly portion at a lower level than the easterly side of the property, with the fourth floor stepped back to reduce the impact of the massing along Bloomfield Avenue. Please see below images.



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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. In addition, fast-food restaurants shall not be permitted in the Redevelopment Area.

4.4 BUILDING AND UNIT DESIGN

1. Dwelling unit size: Pursuant to the UHAC regulations, NJAC 5:80-26.5(b)(2)(viii), restricted units, in developments comprising of market rate and restricted rental units, must be of at least the same size as the most common market-rate unit(s) of the same type and bedroom count within the same development, but under no circumstances shall any restricted unit or bedroom be less than 90 percent of the minimum size prescribed by the applicable municipal code or Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever prescribes the greater minimum size.
2. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances. The developer shall provide a minimum of ten (10) affordable housing credits within the project consistent with the projections contained in the approved Housing Element and Fair Share Plan contained in the Master Plan. Restricted units shall comply with the pertinent UHAC regulations pursuant to NJAC 5:80-1 et. seq.

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4.5 DRIVEWAYS & CURBS

1. Driveway access to the site shall be provided from Claremont Avenue.
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 five 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 AND LOADING

1. Off-street parking may be located underneath a building, taking advantage of the natural contours or topography.
2. Adequate fire and emergency access must be provided subject to the Township of Verona Fire Department.
3. 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.
4. On-site parking shall not be used for any purpose other than parking. Adequate parking facilities for accessibility to people with mobility impairments shall be provided as required by the Americans with Disabilities Act (ADA).
5. Parking in the Redevelopment Area shall be required based on the following table.

Permitted Uses	Minimum Parking Requirements
Residential Apartments	**1.8 parking spaces per unit**
Non-residential uses*	**1 space per 250 square feet**
***Parking for non-residential uses shall be available to the general public and shall not be limited to use by residents.**	

   a. Out of the total number of parking spaces required, 10% of the total required parking spaces can be provided through on-site compact car parking spaces. Each compact parking space shall not be less than eight feet wide and 16 feet deep.

   b. 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. Each Make-Ready EV space shall count as two parking spaces for the purpose of complying with the minimum parking space requirements but shall not result in a reduction of more than 10% of the required off-street parking.

6. One loading space shall be provided to service the Redevelopment Area. The loading space may be located on-site or on-street subject to appropriate approvals.

4.7 ON-SITE PEDESTRIAN REQUIREMENTS

1. Walks, sidewalks and parking areas shall have lighting as required by Section 5.9 of this Redevelopment Plan.
2. 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).

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3. A designated area within the Redevelopment Area shall be provided for e-bicycle and bicycle racks and storage for e-bicycles and bicycles.

4.8 SIGNAGE

Wall Signs. Defer to the wall signs standards set forth within Section 150-7.9 of the Zoning Code.

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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 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.
2. **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.
3. **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.
4. **Type of Lighting Source.** Low-wattage lamps shall be used along all sidewalks, walkways, courtyards and plazas and on any building or unit.
5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.
6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.
7. Buildings with residential dwelling units 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 should be provided for each unit.

5.2 BUILDING MATERIALS

1. Building materials. Stone, masonry, brick, precast, and wood or aluminum framed glass, are preferred primary materials for the base of façades. Stone, masonry, brick, wood, fiber-cement, precast, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials for the middle and top of façades. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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.

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5.3 BUFFERS AND LANDSCAPING

1. A minimum 15-foot landscaped buffer is required along residential zones and uses, especially in the area abutting a single-family unit.
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.
3. Street trees are required 30 feet on center along Claremont Avenue redevelopment area frontage and to fill the gaps along Bloomfield Avenue redevelopment area frontage.

5.4 FAÇADES



View from Bloomfield Avenue looking towards the east.



View from Bloomfield Avenue looking towards the west.

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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. The images above are an example of such a design and are for representation purposes.
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 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 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. Terraces should be provided to break the massing and monotony of the building and portions of the highest floor should be set back to minimize the impact along Bloomfield Avenue and Claremont Avenue and to maintain the character of the neighborhood. Such terraces must be provided with planting/planters to soften the space as seen in the image below. However,

this shall not be construed to mean that planters containing artificial plants/faux plants or faux greenery are permitted and that all plantings must be live.



5. In any mixed-use building, the difference between ground floor commercial uses and upper-level dwelling units 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.
6. Articulate the building entrance to the residential lobby in the façade to make it easily identifiable by pedestrians and motorists and to provide architectural interest.
7. 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.
8. There shall be no blank facades along any side, especially the sides that are visible from the street.
9. Fenestration:
    a. Nonresidential space fronting Bloomfield Avenue should be designed with storefront type display windows. 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 should 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.
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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.
4. Surfaces of flat roofs must be painted white or constructed with light colored roofing materials.

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 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. Any 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 and refuse collection 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 set at least 15 feet or more from adjacent streets. The recommended method of screening refuse collection enclosures shall consist of walls and gates compatible in color and texture with the building material, buffered by a landscape strip on two sides that do not abut parking spaces. 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 refuse enclosures shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. 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.

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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. The owner or occupant of each non-residential establishment shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, such removal to be made at regularly scheduled intervals, not less than once a week.

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 and not by the general revenue or tax collections of Township of Verona. A recycling and trash pickup plan shall be submitted. The owner shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, with such removal to be made at regularly scheduled intervals, not less than once a week. The owner shall be provided with credit in accordance with the law.

11. All bulk containers used by non-residential establishments or dwelling units 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 any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility provider. 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.

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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 pertinent provisions of the Zoning Code.

5.11 SUSTAINABILITY

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

1. Landscaping
   a. Any trees slated for removal shall be replaced in accordance with Chapter 493, Article II.
   b. Provide landscaping in the required front, rear, and side yard setbacks to the extent practicable and in the required buffer areas.
   c. Use native species and species that are recommended in Chapter 150, Attachment 3, in the required landscape buffers.

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.

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 in all dwelling units 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 the bathrooms in dwelling units.
   b. Protect ducts and HVAC from dust during construction to ensure they are clean before occupancy.

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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.

2025 State Development and Redevelopment Plan (SDRP).

The objectives of the 420 Bloomfield Avenue Redevelopment Plan are consistent with the goals, strategies and policies of the 2025 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 and enhance 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.

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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)).

7.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

7.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.
2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

7.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

7.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

7.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the

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Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

7.7 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 public health, safety or general welfare.

7.8 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.

7.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

7.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

7.11 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.

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8.0 APPENDICES

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APPENDIX A

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

RESOLUTION 2026-028 DESIGNATING CERTAIN PROPERTY KNOWN AS 420 BLOOMFIELD AVENUE (BLOCK 701, LOT 3) AS AN AREA IN NEED OF REDEVELOPMENT

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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

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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.

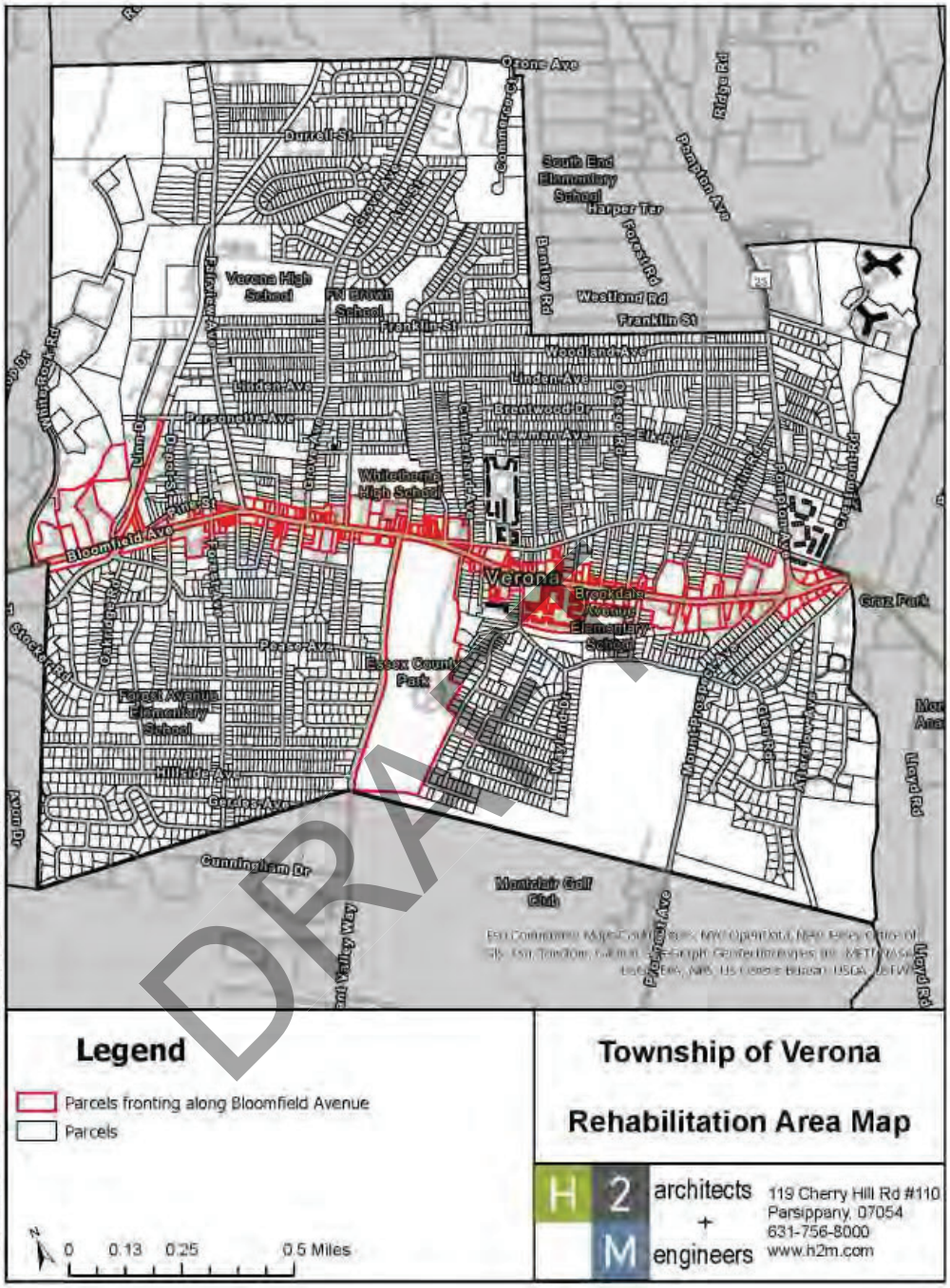
Jennifer Kiernan
JENNIFER KIERNAN
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
INCORPORATED 1907

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EXHIBIT A

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Ozone Ave
Ridge Rd
Durrell St
South End Elementary School
Harper Ter
Forest Rd
Bradley Rd
Verona High School
PS Brown School
Westland Rd
Franklin St
Woodland Ave
Linden Ave
Glenwood Dr
Elm Rd
Pierpont Dr
Whitehouse High School
Bloomfield Ave
Verona
Brookdale Avenue Elementary School
Grax Park
Essex County Park
Forest Avenue Elementary School
Hillside Ave
Gordon Ave
Cunningham Dr
Montclair Golf Club
Lloyd Rd
Stockton St
Mount Prospect Ave
Clove Rd
Park Ave
Legend
Parcels fronting along Bloomfield Avenue
Parcels
0 0.13 0.25 0.5 Miles
Township of Verona
Rehabilitation Area Map
H2M architects + engineers
119 Cherry Hill Rd #110
Parsippany, 07054
631-756-8000
www.h2m.com

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TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-028

A motion was made by Councilman Roman; seconded by Mayor Tamburro 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 420 BLOOMFIELD AVENUE AND IDENTIFIED AS BLOCK 701, LOT 3 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 2025-294, 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 420 Bloomfield Avenue, Block 701, Lot 3 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, 420 Bloomfield Avenue, Area in Need of Redevelopment Preliminary Investigation Report", dated January 2, 2026 (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 22, 2026, 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,

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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.

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 FEBRUARY 9, 2026.

Jennifer Kiernan

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
INCORPORATED 1907

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Appendix I: 885 Bloomfield Redevelopment Plan

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Township of Verona 885 Bloomfield Ave

Redevelopment Plan

Prepared by:

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Redevelopment Plan for 885 Bloomfield Avenue

Verona Planning Board

Christopher Tamburro, Mayor
Kevin O'Sullivan
Jack McEvoy
Jessica Pearson, Chairperson
Jason Hyndman, Vice Chairperson
Tim Camuti
Jesse Lilley
David Freschi
Julie Parker
Jim Day –Alt. #1
Dylan Magarrell – Alt. #2
Greg Mascera, Esq., Planning Board Attorney
Mr. Peter Ten Kate, Township Engineer
Dolores Carpinelli, Planning Board Secretary
Kathleen Miesch, Zoning Official

Verona Township Council

Christopher Tamburro, Mayor
Jack McEvoy, Deputy Mayor
Alex Roman, Councilman
Christine McGrath, Councilwoman
Cynthia Holland, Councilwoman
Brian Aloia, ESQ, Township Attorney

Special Thanks to:

Kevin O'Sullivan, Township Manager
Michael Kraus, Deputy Township Manager

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Consultants:

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

Adopted by Verona Township Council:

_____ _____, 2026

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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1.0 INTRODUCTION

1.1 BASIS FOR THE PLAN

This redevelopment plan has been prepared for 885 Bloomfield Avenue Area in Need of Redevelopment within the Township of Verona, Essex County, New Jersey (the "Redevelopment Plan" or the "Plan"). The Bloomfield Avenue Redevelopment Area comprises of one lot, which is 1.77 acres. This property is identified as Block 2205, Lot 6 (885 Bloomfield Avenue) and is located at the intersection of Bloomfield Avenue and Fells Road. The property is a corner lot which fronts the westbound side of Bloomfield Avenue and is bounded by Fells Road traversing along a portion of the rear property line. Presently, the property is a vacant, wooded lot with billboards. Surrounding uses consist of residential uses to the west and south and Fells Road to the east. Verona's Fire Department, Community Center, and Township's active recreation grounds (Centennial Field) are located to the north of the property.

The entirety of the Bloomfield Avenue corridor has been designated as an area in need of rehabilitation pursuant to Resolution 2024-75, which also includes Block 2205, Lot 6, as seen in **Figure 1**. Previously, this property was designated as a non-condemnation area in need of redevelopment pursuant to Resolution 2019-56. This 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 885 Bloomfield Avenue Redevelopment Area ("Redevelopment Area").

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Figure 1: 5 Bloomfield Avenue Redevelopment Area Map



1.2 PURPOSE/VISION

The 885 Bloomfield Avenue Redevelopment Plan sets forth standards for development and site improvements in the declared area in need of redevelopment. The Redevelopment Plan is intended to revitalize the area by introducing townhouse development that will help diversify the housing types in the Township and address a portion of the Township's Fourth Round Affordable Housing Obligation. This round of affordable housing regulations encourages the conversion of underutilized or vacant properties into affordable housing opportunities in municipalities where land is limited. Verona Township is nearly fully built out in that there are very few parcels containing vacant and developable land. As such, this redevelopment area is an appropriate location for a townhouse development that will address a portion of the Township's affordable housing obligation.

The Redevelopment Area is proximate to an assortment of retail, commercial, public buildings, office uses, and existing residential uses. These uses include multi-family residential to the northeast and to the west, single-family residential to the south, and office buildings to the east, along Bloomfield Avenue. The site is also near the NJ Transit 29, and 105 bus route stops along Bloomfield 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 includes 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:
6. The master plans of contiguous municipalities.
7. The master plan of the county in which the municipality is located.
8. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c.398 (C.52:18A-196 et al.).

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9. 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.

10. 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.

11. 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.

12. 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.

13. 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.).

14. 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.

15. 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.

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2.0 EXISTING CONDITIONS

2.1 2019 AREA IN NEED OF REDEVELOPMENT SUMMARY

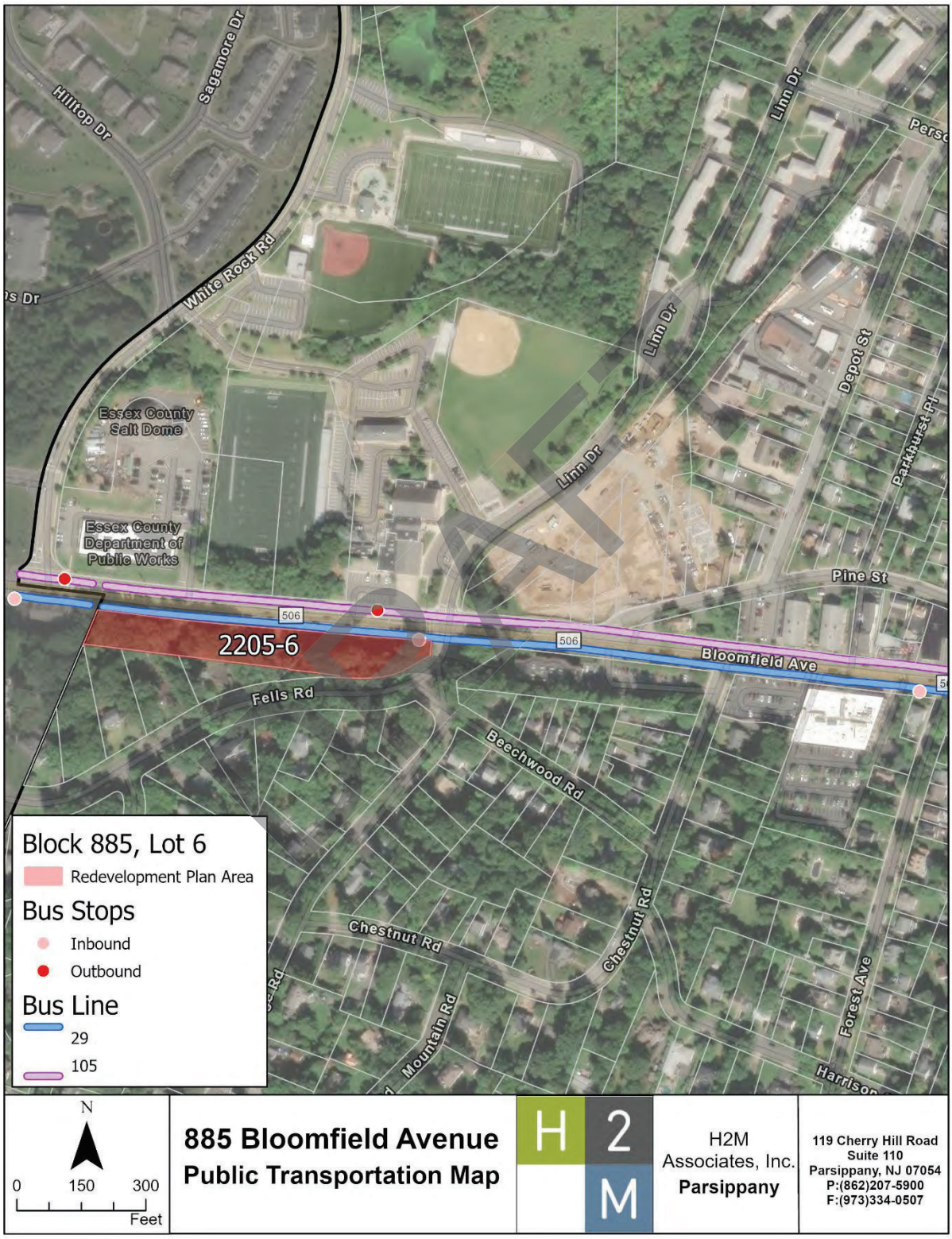
On January 7, 2019, the Township Council directed the Planning Board to conduct an Area in Need of Redevelopment Investigation for Block 2205, Lot 6. The Planning Board conducted the investigation and had a public hearing on February 5, 2019. After completion of its investigation and public hearing, the Planning Board concluded that the area satisfied the criteria as set forth within the LRHL and recommended designation to the Township Council. The Township Council accepted the recommendation and designated the said property as an area in need of redevelopment on February 11, 2019. Please see Appendix A for the resolutions.

2.2 SURROUNDING AREA CONTEXT

The Redevelopment Area is located on the western side of Verona, along Bloomfield Avenue. 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, and the NJ Transit 105 bus route, which runs from Kirkpatrick Lane at Bloomingdale Avenue to the Port Authority Bus Terminal in New York City as shown in **Figure 2.** 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.

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Figure 2: 5 Bloomfield Avenue Redevelopment Area Existing Public Transportation Map



The redevelopment area is bounded by Bloomfield Avenue to the north and Fells Road to the south. The Redevelopment Area, as shown in **Figure 3**, is located within one (1) zoning district, the Township's Residential Townhouse ("A-3") Zone District. A list of permitted uses allowed in the zone district is provided below. The complete zoning standards can be found in Chapter 150 of the Township Code. As mentioned earlier and shown in **Figure 4**, the surrounding uses include multi-family residential to the south and to the east, single-family residential to the west, and commercial uses to the north and west, along Bloomfield Avenue.

A-3 – Residential Townhouse Zone District

Section 150-17.10 Permitted uses.

Permitted uses

In A-3 Zone District, only the following use is permitted:

1. Single-family dwellings

Permitted Accessory Uses

In A-3 Zone District, the following accessory uses are permitted:

1. Detached garage.
2. Family day-care center.
3. Swimming pool, hot tub and related facilities.
4. Basketball court, unlit.
5. Tennis court, unlit.
6. Deck, either attached or unattached.
7. Greenhouse.
8. A single shed up to 150 square feet in floor area.

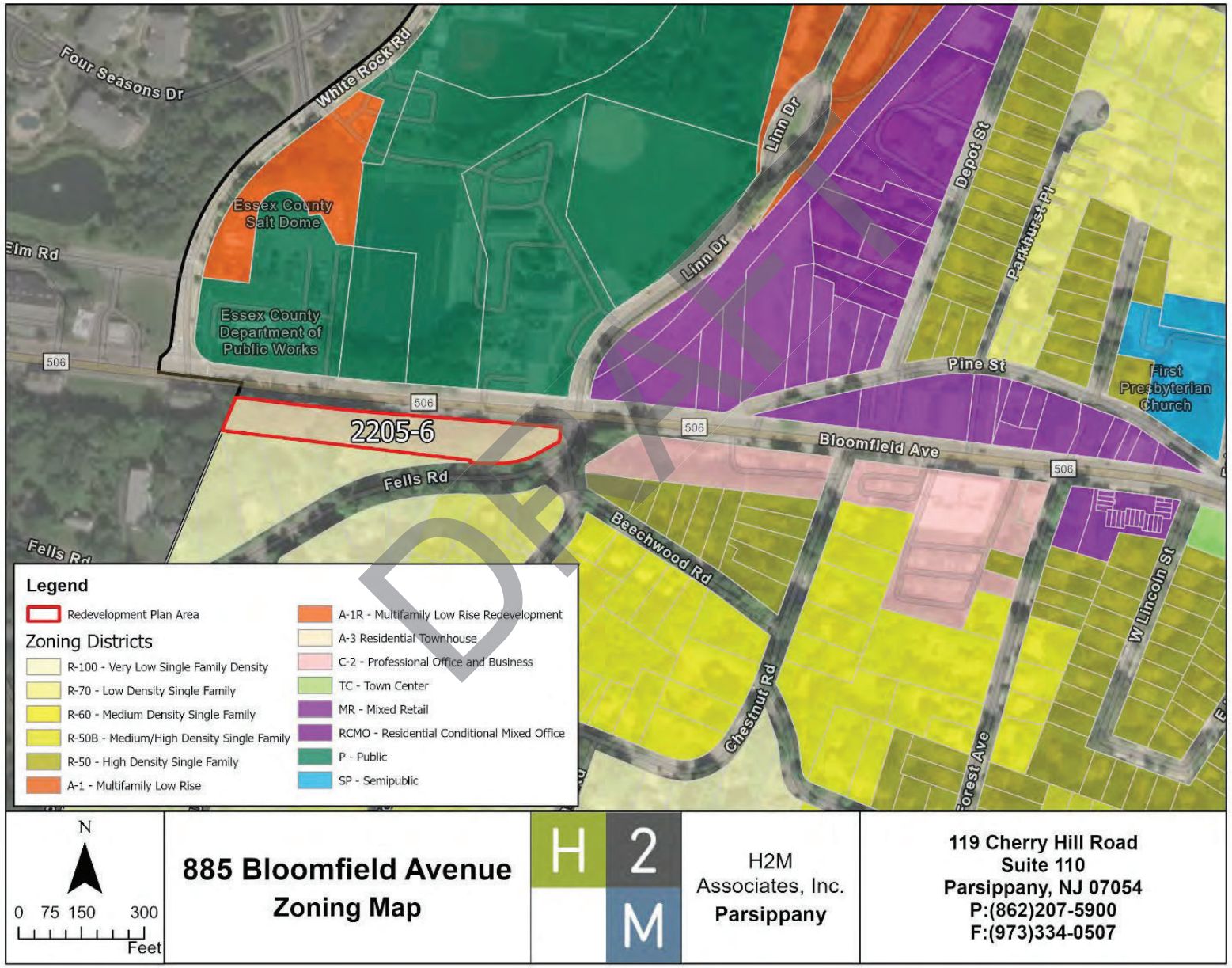
Conditional Uses

In A-3 Zone District, the following uses are conditionally permitted:

1. A satellite or dish antenna, as an accessory use, installed in the side or rear yard, subject to the conditions set forth in Section 150-7.11.
2. Townhouses subject to the following density and bulk regulations:
   a) Over eight acres in size: eight dwelling units per acre.
   b) Between 6.0 and 7.99 acres in lot size: nine dwelling units per acre.
   c) Between 4.1 and 5.99 acres in lot size: 11 dwelling units per acre.
   d) Under four acres in lot size: 12 dwelling units per acre.
   e) Minimum acreage (combined): 1.5 acres
   f) Minimum front yard setback: 50 feet
   g) Minimum side yard setback: 25 feet.
   h) Minimum rear yard setback: 50 feet.
   i) Minimum rear yard setback, Bloomfield frontage: 30 feet.
   j) Minimum front yard setback, Bloomfield frontage: 25 feet.
   k) Minimum buffer between townhouses and off-site residential uses: 25 feet.
   l) Maximum height (stories/feet): 2.5 stories; 35 feet.
   m) Maximum lot coverage: 40%.
   n) Maximum improved lot coverage: 55%.

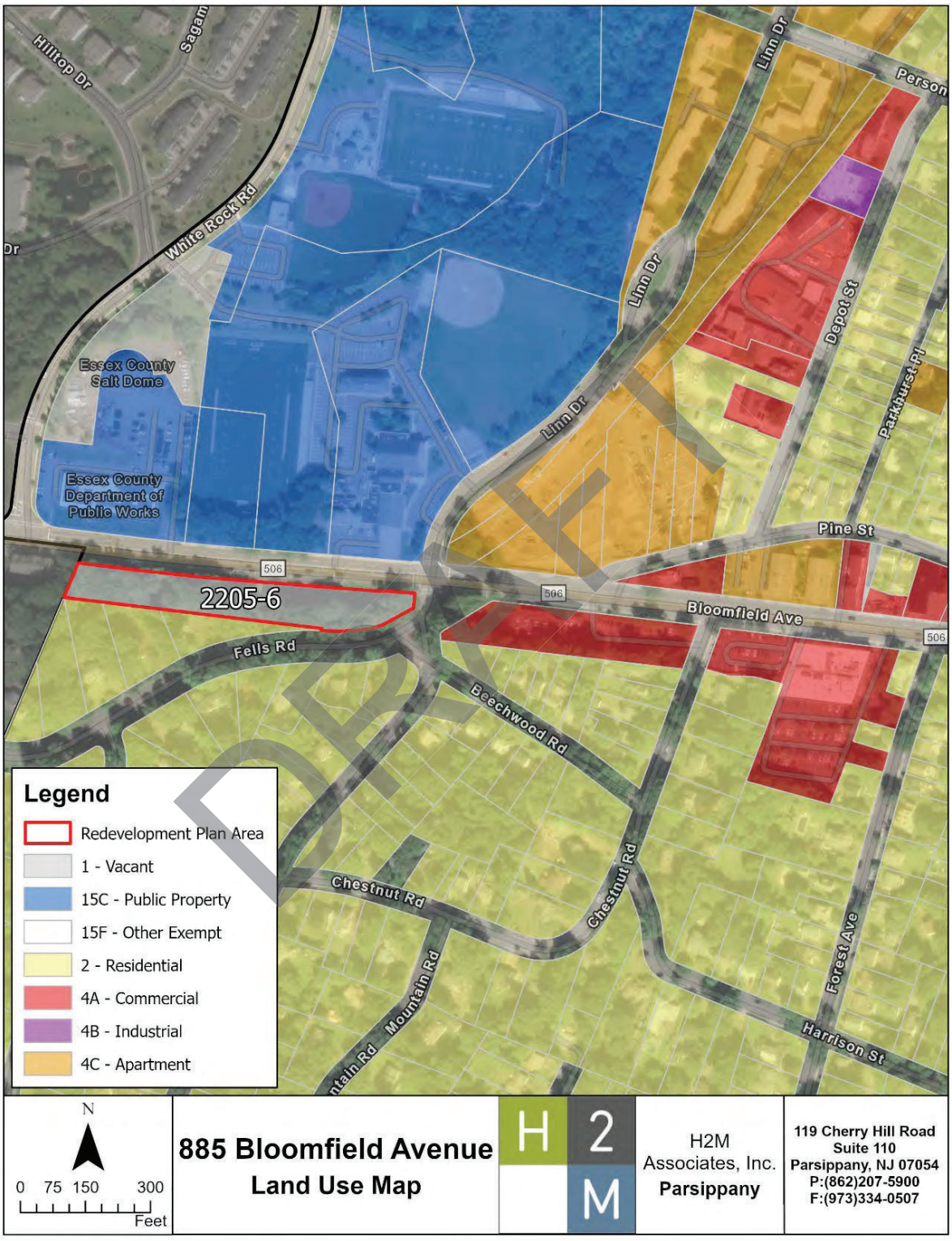
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Figure 3: 5 Bloomfield Avenue Redevelopment Area Zoning Map



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Figure 4: 5 Bloomfield Avenue Redevelopment Area Land Use Map



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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 relates to the redevelopment area:

2022 Master Plan.

The Master Plan addresses several planning issues and priorities pertaining to revitalizing Verona's downtown and commercial corridor along Bloomfield Avenue. 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 address 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 relevant to the Redevelopment Plan are listed below:

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

Land Use Goal #5:	"Promote growth in appropriate areas that meet current and future land use trends."
Land Use Objective #5b:	"Consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods."
Land Use Objective #5f:	"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."
Land Use Goal #7:	"Ensure zoning districts regulations and land uses align with the Township's development goals."
Land Use Objective #7a:	"Incentivize improvements along the Bloomfield Avenue corridor."
Land Use Goal # :	"Continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households."

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2.4 REDEVELOPMENT PLAN OBJECTIVES

The Township seeks to promote the redevelopment of the area located at 885 Bloomfield Avenue (Block 2205, Lot 6) into an area that is attractive to passersby and improves an underutilized property. The goal of this redevelopment plan is to transform this area to provide diversity of housing types, while maintaining the existing character of the surrounding residential and commercial areas. The Redevelopment Plan helps to achieve the Township's goals by providing affordable housing that is proximate to public transportation and existing commercial and retail businesses.

The objectives for this Redevelopment Plan are to:

1. 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.
2. Provide a range of market rate and affordable housing options that meet the current and future needs of Township residents.
3. Provide alternative living arrangements or permanent supportive housing for adults with special needs as those terms are defined in NJ Rev Stat § 34:1B-21.24 (2024).
4. Revitalize an obsolete and underutilized area of the Township with high-quality development.

2.5 RELATIONSHIP TO ZONING ORDINANCE

This Redevelopment Plan shall supersede the provisions set forth within the Zoning Ordinance of the Township of Verona (the "Zoning Ordinance"). In all situations where zoning issues are not specifically addressed herein, the Zoning Ordinance a shall 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.

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3.0 USE AND BULK REGULATIONS

This redevelopment plan is being created to implement a settlement between the Township of Verona and A & R Skyline Properties, LLC, an objector to the Township's Fourth Round Affordable Housing and Fair Share Plan. The following land uses and development standards provide a framework for the physical development of the redevelopment area to provide a variety of housing options while maintaining the character of the neighborhood.

3.1 LAND USES

The Redevelopment Area uses, and bulk regulations will supersede the use bulk regulations of the underlying A-3 Zone District, shown in **Figure 3**.

1. Permitted Uses:
    a. Townhouses with 20% inclusionary affordable housing.
2. Accessory Uses and Structures:
    a. Off-street parking such as a one-car or two-car garage attached to an individual townhouse unit and surface parking.
    b. Refuse and recycling enclosures.
    c. All other uses that are customarily incidental to the principal permitted uses set forth within this Redevelopment Plan.

3.2 AREA, YARD, BULK REGULATIONS

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

Bulk Standards	Requirements
Min. Lot Area	1.5 acres
Max. Number of Units	28 townhouse units
Total Affordable Units	Six Credits; Three (3) Affordable Housing Family Units; and One (1) 3-bed Special Needs housing
Max. Building Height	40 ft
Maximum Stories	3 stories
Min. Front Yard Setback	6 ft
Min. Rear Yard Setback	20 ft.
Min. Side Yard Setback (one)	8 ft.
Min. Side Yard Setback (both)	18 ft.
Max. Building Coverage	35%
Max. Improved Lot coverage (%)	65%
Minimum Distance between the townhouse structures	10 feet

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3.3 BUILDING AND UNIT DESIGN

1. Structures: No townhouse dwelling structure shall be permitted to have more than seven townhouse dwelling units.
2. Dwelling unit size.
    a. Pursuant to the UHAC regulations, NJAC 5:80-26.5(b)(2)(viii), restricted units, in developments comprising of market rate and restricted rental units, must be of at least the same size as the most common market-rate unit(s) of the same type and bedroom count within the same development, but under no circumstances shall any restricted unit or bedroom be less than 90 percent of the minimum size prescribed by the applicable municipal code or Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever prescribes the greater minimum size.
    b. The number of bedrooms shall comply with NJAC 5:80-26.4.
    c. Restricted units shall comply with pertinent UHAC regulations pursuant to NJAC 5:80-1 et. seq.
    d. Affordable Housing unit is required as per the adopted Housing Element and Fair Share Plan and the pertinent municipal ordinances. The developer shall provide a maximum number of 28 units with 20% affordable housing, which is rounded to six (6) affordable housing within the project, consistent with the projections contained in the approved Housing Element and Fair Share Plan contained in the Master Plan. Affordable housing can be satisfied through three (3) family units and one 3-bedroom special housing, which will result in a total of six credits.
3. Buildings with residential dwelling units 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 should be provided for each unit.
4. Design Standards:
    a. Townhouse units shall have individual entrance, with entrance vestibules or porches to give identity to each unit and provide weather protection.
    b. The development shall provide varied elevations, design, and structural appearance within the context of the overall theme. The front facade of each townhouse building shall have varied elevations for each adjacent townhouse. Each adjacent townhome must vary in at least two (2) of the following criteria from the neighboring townhome:
        i. The number, size, shape, or location of windows and doors.
        ii. The profile of cornice treatment on the front façade.
        iii. Mix of materials (brick, stone base, or siding).
        iv. Location of porches, bay windows, and porticoes.
        v. Color or brick, siding, or stone.
    c. Within the development there shall be not less than two different residential unit floor plans together with not less than two different front elevations for the townhome units.
    d. Attached townhouses shall appear as a unified building mass, maintaining a common architectural language across the entire length of units. This mass shall be varied by changes in unit orientation, color/material variations, shifts in roof profile, and variation at corner units.

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e. A 3-story blank wall, even if at the narrow end of a building, does not reflect acceptable design quality. Architectural relief and fine detailing to break up monotonous surfaces, especially given the visibility from Bloomfield Avenue.

f. Avoid applied ornamentation which is not related to building structures or architectural design. This includes arbitrary, inconsistent forms and decoration; uninterrupted floating horizontal elements; and large blank surfaces.

g. Windows, bays, balconies, and other articulation could also be used to express the individuality of the units.

h. The roofline along the building's length should be varied to reflect the individual units. This can be achieved by using separate roof forms; a combination of roof types such as shed, gabled and hipped roof(s), and gables and dormers.

i. Where flat roofs are used, they should be detailed with cornices as noted within Section 3.8 of the Redevelopment Plan.

j. Building and roof modulation and articulation should be used to reduce the appearance of large building masses.

   i. Modulate the building façade with features such as porches, balconies, building wall relief, and bay windows.

   ii. Provide roof elements such as gables, eyebrow roof forms or dormers.

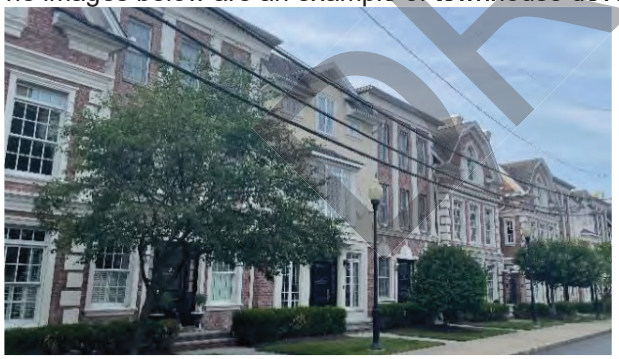
   iii. Incorporate prominent cornice, soffit or fascia details that emphasize the top of the building.

   iv. Provide prominent roof overhangs.

   v. Articulate the roof with rafter tails and brackets.

k. Materials. This shall be provided as per Section 3.7 of the Redevelopment Plan.

The images below are an example of townhouse development for reference.



An example of potential viewshed from Bloomfield Avenue corridor



An example of potential viewshed with garages to the rear

3.4 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. A maximum of two (2) driveways shall be permitted from Bloomfield Avenue.

3. Two-way driveways shall be a minimum of 24 feet wide. Depressed curb may be provided to enable circulation of emergency vehicles.

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4. Curbs along public rights-of-way shall be poured-in-place concrete or other masonry material such as Belgian block.

3.5 PARKING AND LOADING

1. Parking is prohibited in any required front yard setback along Bloomfield Avenue.
2. On-street parking is prohibited 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. All required parking must be provided within the redevelopment area.
8. Parking in the redevelopment area shall be required based on the following table:

Permitted Uses	Minimum Parking Requirements
Residential Townhouses	2.0 parking spaces per unit
Special Needs Housing	0.25 parking spaces per unit

9. 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. Each Make-Ready EV space shall count as two parking spaces for the purpose of complying with the minimum parking space requirements but shall not result in a reduction of more than 10% of the required off-street parking.

3.6 ARCHITECTURE AND RESIDENTIAL STANDARDS

1. **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.
2. **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.
3. **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.
4. **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.
5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to cable service.
6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.

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3.7 BUILDING MATERIALS

1. Building materials. Stone, masonry, brick, wood, fiber-cement, precast, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials. Within the primary materials, variations in colors, textures, and patterns may be employed to further break up the building bulk. 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.

3.8 ROOFS

1. The shape, pitch, and color of a roof should be architecturally compatible with the style, materials, and colors of such building.
2. Pitched roofs are encouraged to have dormers, chimneys, cupolas, and other similar elements to provide architectural interest. These elements shall be compatible with the style, materials, colors, and details of the building.
3. 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.
4. 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.

3.9 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 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. Any parapet wall to screen mechanicals shall not be counted towards the building height calculation.

3.10 TRASH/TRASH ENCLOSURES/RECYCLING

1. All trash enclosures shall follow all regulations set forth by Section 446-9 of the municipal code.
2. All outdoor refuse enclosures shall be visually screened within a durable, noncombustible enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or streets. Chain-link fencing or wire-mesh screening is not permitted.

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3. 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.
4. Collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.
5. 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.
6. Trash and recycling collection shall be through a private service to be paid by residents and not by the general revenue or tax collections of the Township of Verona. A recycling and trash pickup plan shall be submitted. The owner shall be responsible for removing or making arrangements for the removal of garbage and recyclable items, with such removal to be made at regularly scheduled intervals, not less than once a week. The owner shall be provided with credit in accordance with the law.
7. All bulk containers used by dwelling units 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.

3.11 UTILITIES

All new utility distribution lines and utility service connections from such lines to any buildings in the Redevelopment Area shall be located underground, except as otherwise required by the utility provider. 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.

3.12 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.

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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.

3.13 STORMWATER MANAGEMENT

All developments in the Redevelopment Area shall also comply with all pertinent provisions of the Zoning Code.

3.14 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.
   c. Provide landscaping in the required eight (8) foot front yard setback and in the required 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.

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 in all dwelling units 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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4. Fences
    a. Fences may be no more than six (6') feet in height and shall be board on board. Any 6-foot fence must be in the side and rear yards.
5. A Deed Restriction, as per the Settlement Agreement, for the northern portion of the rehabilitation area (between the northernmost property line and the retaining wall) which shall prohibit any development of structures other than fencing or landscaping improvements within that portion of the property barring the construction of future structures, following the restoration and reforestation of that portion of the Property at the close of construction.

3.15 EXEMPTIONS

The Project shall be exempt from any and all changes in the Township's ordinances that happen from the date of the Settlement Agreement is executed up to twelve (12) months after the date of the Redevelopment Plan is adopted, that may negatively affect, impact or interfere with the financial feasibility for the development of the Project, other than general legislation applied uniformly throughout the Township. After the 12-month period, all Township ordinances shall be applicable and enforceable as though the Settlement Agreement did not exist.

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4.0 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.

4.1 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 #5b** aims to "consider greater diversity of housing options, where appropriate, while maintaining the existing character of the Township's residential neighborhoods" applies to Township's efforts to utilize redevelopment to diversify housing stock 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 that will meet a portion of the Township's affordable housing obligation.

Goal #9 of the **Land Use Element** of the **2022 Master Plan,** "continue to meet the municipal obligation to provide the Township of Verona its fair share of affordable housing for low- and moderate income households" is a guiding goal for the Redevelopment Plan which will provide credits to address the Township's Fourth Round Affordable Housing obligation.

Adjacent Municipalities

The Redevelopment Area is not close to the boundaries of any of the neighboring towns, except Essex Fells. 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. In fact, there is a townhouse development immediately to the west of the redevelopment area.

2025 State Development and Redevelopment Plan (SDRP)

The SDRP was adopted on December 17, 2025. This Plan has identified 10 aspirational goals to achieve the 2050 vision for a stronger and fairer New Jersey. The entire Redevelopment Area is within the PA-1 Metropolitan Planning Area. Two of the SDRP's intents for the PA-1 area is to provide for much of the state's future growth in compact development and redevelopment, and promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms. The SDRP encourages new development in existing developed areas and encourage preservation in areas not suited for development.

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5.0 IMPLEMENTATION

5.1 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)).

5.2 GENERAL PROVISIONS

The developer(s) of the Redevelopment Area shall submit 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.

5.3 SITE PLAN AND SUBDIVISION REVIEW

1. Pursuant to N.J.S.A. 40A:12A-13, all applications for development governed by this Redevelopment Plan shall be submitted to the Township Planning Board for review and approval.
2. Any subdivision of lots or parcels of land within the Redevelopment Area shall be in compliance with this Redevelopment Plan and reviewed by the Planning Board pursuant to the LRHL and N.J.S.A. 40:55D-1 et seq.
3. All applications for development within the Redevelopment Area shall be processed by the Township of Verona Planning Board in accordance with N.J.S.A. 40:55D-1 et seq.

5.4 ACQUISITION AND RELOCATION

The Redevelopment Plan does not authorize the acquisition of privately-owned property within the Redevelopment Area by the Township of Verona.

5.5 AFFORDABLE HOUSING REQUIREMENTS

The Redevelopment Area contains no existing 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.

5.6 REQUESTS FOR DEVIATIONS AND DESIGN EXCEPTIONS

The Planning Board shall have the power to grant deviations from the requirements contained within this Redevelopment Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

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Any deviation from the Redevelopment Plan standards which would typically result in a "d" variance, shall be addressed as an amendment to the Redevelopment Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations, which would result in a "d" variance pursuant to N.J.S.A. 40:55D-70d.

5.7 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.

5.8 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.

5.9 DURATION OF THE PLAN

Provisions of this Redevelopment Pan 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 adoption of this Plan by the Township of Verona or the date of the last amendment thereof.

5.10 COMPLETION OF REDEVELOPMENT

Upon the inspection and verification and approval by the VRA that the redevelopment within the Redevelopment Area has been completed, certificates of completion shall be issued to the developer, in recordable form, and such area shall no longer be deemed an area in need of redevelopment. At such time, the development may request that the zoning for the Redevelopment Area as provided in this Redevelopment Plan be incorporated into the Zoning Ordinance to ensure that the standards remain applicable.

5.11 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.

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6.0 APPENDICES

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APPENDIX A

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

RESOLUTION 2019-56 DESIGNATING CERTAIN PROPERTY KNOWN AS 885 BLOOMFIELD AVENUE (BLOCK 2205, LOT 6) AS AN AREA IN NEED OF REDEVELOPMENT

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TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2019-56

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

DETERMINING THAT THE PROPERTY IDENTIFIED AS BLOCK 2205 LOT 6 BE DESIGNATED AS A NON-CONDEMNATION REDEVELOPMENT AREA IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* ("Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, on January 7, 2019, the municipal council (the "Township Council") of the Township of Verona (the "Township") adopted Resolution No. 2019-31 authorizing and directing the Planning Board of the Township (the "Board") to conduct a preliminary investigation to determine whether a certain property, identified as Block 2205, Lot 6 on the Township's Tax Maps (the "Study Area"), meets the criteria set forth in the Redevelopment Law and should be designated as a Non-Condemnation Redevelopment Area, as that term is defined by the Redevelopment Law; and

WHEREAS, the Board conducted a preliminary investigation of the Study Area to determine whether it should be designated as a Non-Condemnation Redevelopment Area in accordance with the criteria and procedures set forth in *N.J.S.A. 40A:12A-5* and *N.J.S.A. 40A:12A-6*; and

WHEREAS, as part of its preliminary investigation, the Board caused Mr. Jason L. Kasler, AICP, P.P., the Township Planner, to prepare an Area In Need of Redevelopment Investigation Study for the Board for its consideration in determining whether the Study Area should be designated a Non-Condemnation Redevelopment Area; and

WHEREAS, in addition to the foregoing, the Board prepared a map showing the boundaries of the proposed redevelopment area and locations of the parcels of property included therein, along with a statement setting forth the basis for its investigation in accordance with *N.J.S.A. 40A:12A-6(b)(1)*, which map and statement are on file with the Planning Board Clerk; and

WHEREAS, a public hearing was conducted by the Board on February 5, 2019, with notice having been properly given pursuant to *N.J.S.A. 40A:12A-6(b)(3)*; and

WHEREAS, at the public hearing, the Board reviewed the Area In Need of Redevelopment Investigation Study, the map and associated documents, and heard testimony from Mr. Kasler; and

WHEREAS, at the public hearing, members of the general public were given an opportunity to be heard and to address questions to the Board concerning the potential designation of the Study Area as a Non-Condemnation Redevelopment Area; and

WHEREAS, after completing its investigation and public hearing on this matter, the Board concluded that there was sufficient credible evidence to support findings that satisfy the criteria set forth in the Redevelopment Law, particularly at *N.J.S.A. 40A:12A-5 et seq.*, for designating the Study Area as a Non-Condemnation Redevelopment Area and that said designation is necessary for the effective redevelopment of the area comprising the Study Area; and

WHEREAS, in accordance with the Redevelopment Law and as memorialized by Memorandum, dated February 6, 2019, from Mrs. Ashley Neale, the Planning Board Secretary, the Board recommended to the Township Council that Block 2205, Lot 6 be designated as a Non-Condemnation Redevelopment Area.

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NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Verona, in the County of Essex, New Jersey hereby accepts the recommendation from the Planning Board of the Township of Verona and finds that Block 2205, Lot 6 as shown on the official tax map of the Township of Verona be and is hereby deemed to be a Non-Condemnation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*

BE IT FURTHER RESOLVED, that the designation of Block 2205, Lot 6 as a Non-Condemnation Redevelopment Area shall not authorize the Township to exercise the power of eminent domain to acquire any property in the Study Area.

BE IT FURTHER RESOLVED, that the Township hereby reserves all other authority and powers granted to it under the Redevelopment Law.

BE IT FURTHER RESOLVED, that the Township Manager, the Township Clerk and any other Township officials as may be appropriate and necessary are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

BE IT FURTHER RESOLVED, that the Township Clerk shall forthwith transmit a copy of the within Resolution to the Commissioner of the Department of Community Affairs for review.

BE IT FURTHER RESOLVED, that within ten (10) days of the Township Council's adoption of the within Resolution, the Township Clerk shall serve notice of the Township Council's determination and the within Resolution upon all record owners of property within the Non-Condemnation Redevelopment Area, those whose names are listed on the tax assessor's records, and upon each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of the determination and Resolution may be sent and upon the Commission of the New Jersey Department of Community Affairs.

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ROLL CALL:
AYES: Giblin, McEvoy, Roman, Nochimson, Ryan
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 FEBRUARY 11, 2019.

Jennifer Kiernan

JENNIFER KIERNAN
MUNICIPAL CLERK



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

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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.

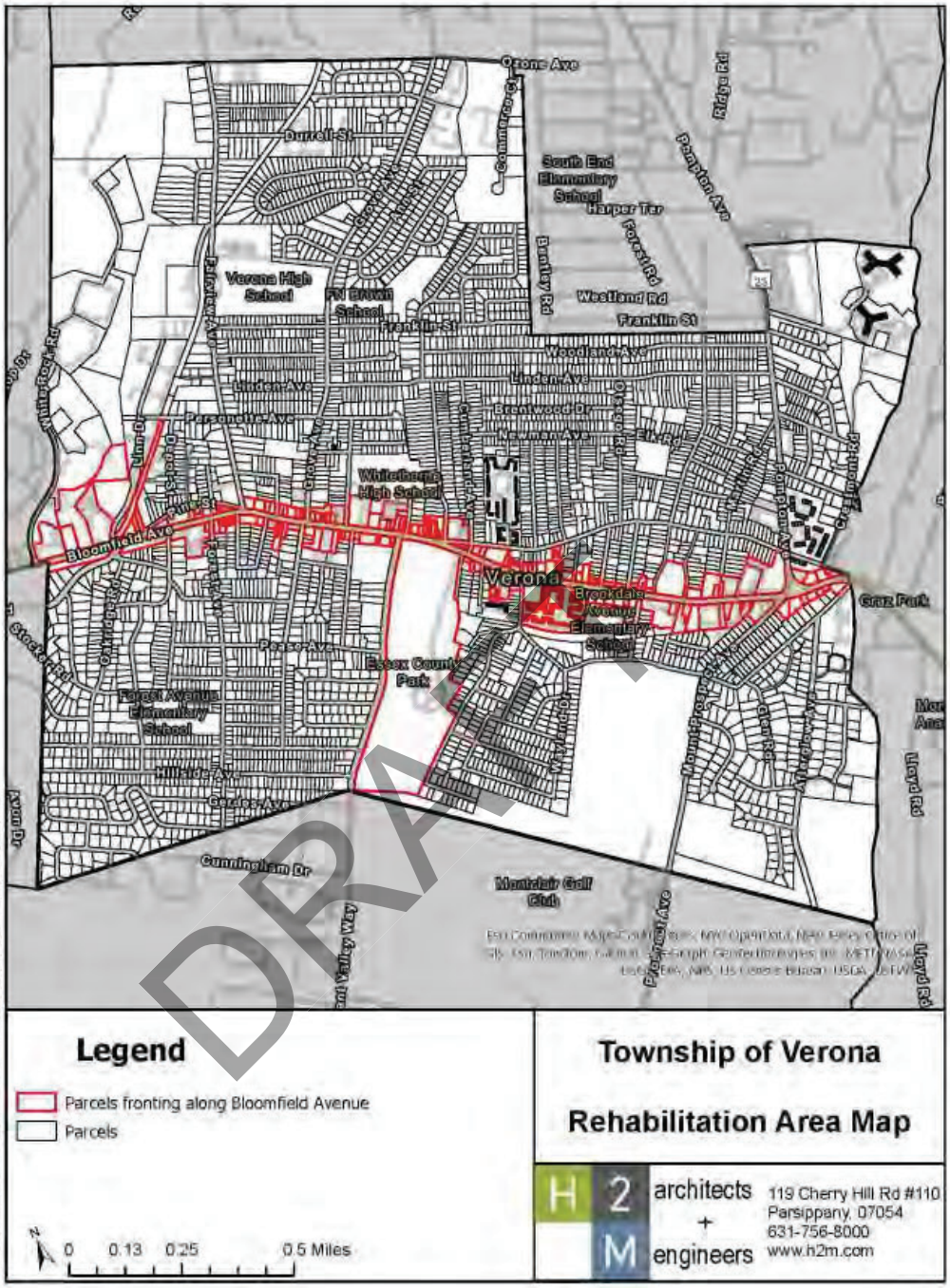
Jennifer Kiernan
JENNIFER KIERNAN
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
INCORPORATED 1907

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EXHIBIT A

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Ozone Ave
Ridge Rd
Durrell St
South End Elementary School
Harper Ter
Forest Rd
Bradley Rd
Verona High School
PS Brown School
Westland Rd
Franklin St
Woodland Ave
Linden Ave
Glenwood Dr
Elm Rd
Pierpont Dr
Whitehouse High School
Bloomfield Ave
Verona
Brookdale Avenue Elementary School
Grax Park
Essex County Park
Forest Avenue Elementary School
Hillside Ave
Gordon Ave
Cunningham Dr
Montclair Golf Club
Lloyd Rd
Stockton St
Mount Prospect Ave
Clove Rd
Park Ave
Legend
Parcels fronting along Bloomfield Avenue
Parcels
0 0.13 0.25 0.5 Miles
Township of Verona
Rehabilitation Area Map
H2M architects + engineers
119 Cherry Hill Rd #110
Parsippany, 07054
631-756-8000
www.h2m.com

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Appendix J: 251 ½ Grove Redevelopment Plan

Appendix K: TC Town Center Zone Amendment

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TOWNSHIP OF VERONA

COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE #2026-__

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 ~~*strikethrough italics*~~.)

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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.

§ 150-2.3 Definitions.

~~*AMUSEMENT MACHINE, OTHER*~~

~~*Any automatic or mechanical machine or device or entertainment or music vending machine, except an amusement game machine, which is or are operated or set in motion by the deposit therein of any coin or coins, tokens or slugs or the like thereof purchased for cash.*~~

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.

BREWPUB

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

COMMERCIAL ENTERTAINMENT

The rendering of entertainment, as opposed to products or services, to the general public. Commercial entertainment includes, but is not limited to, theaters and auditoriums, and indoor amusement/entertainment facilities such as a virtual gaming, bowling alley, an ice-skating rink, pool and/or billiard rooms, escape rooms, indoor rock-climbing gyms, indoor tennis or pickleball courts. Commercial entertainment shall not include uses such as dance halls or night clubs.

CRAFT DISTILLERY

A distillery operating with a craft distillery license as defined and regulated within N.J.S.A. 33:1-10.

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.

MED SPA

A facility that provides non-medical and medical cosmetic services such as infusion therapy, skin laser rejuvenation, laser hair removal, Botox and dermal filler, microneedling, medical weight loss, etc. Such facilities operate under the oversight of a licensed physician, deliver services through skilled and certified practitioners, and ensure appropriate

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supervision by a qualified healthcare professional. This definition shall not be construed to include medical office or medical practitioners.

~~***MEDICAL BUILDING***~~

~~*A building that contains establishments dispensing health services, including same-day treatment, but not including any building that houses patients overnight.*~~

Medical Building, Medical Office or Medical Practitioners

A building or portion of a building principally engaged in providing services for health maintenance, diagnosis and treatment of human diseases, pain or other physical or mental condition of patients solely on an outpatient basis. No patients shall be kept overnight on the premises. Examples of medical offices shall include but not be limited to general physicians, dentists, physical therapy, chiropractors, optometrists or ophthalmologists, psychologists, cardiologists and other various specialties, but shall not include medical clinics, urgent care centers, outpatient surgical centers (ambulatory surgery center), retail care clinics or behavioral health care facilities.

OFFICE, PROFESSIONAL

Any office used for such services as are provided by ~~*medical practitioners,*~~ lawyers, architects, engineers and similar professions.

MICROBREWERY

An establishment required to be licensed as a microbrewery as defined and regulated within N.J.S.A. 33:1-10.

NIGHTCLUB

An establishment in which music, dancing, and/or live entertainment is conducted and which may also dispense liquor and/or food.

~~*POOL HALL or BILLIARD HALL — A structure containing more than two pool tables or billiard tables available for use by the public in the same place, location or premises other than structures that contain establishments that sell or display for sale pool tables or billiard tables.*~~

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RETAIL SALES ESTABLISHMENT

An establishment wherein goods, merchandise, produce, commodities, or similar articles are offered for sale or sold to the general public or the ultimate consumer.

~~*RETAIL SERVICE ESTABLISHMENT — A store that sells services such as drugstores, opticians, travel agencies, real estate offices, jewelry repair, photographic studios and dry cleaners, shoe repair facilities, tailors, seamstresses.*~~

RETAIL SERVICES

The rendering of services, as opposed to products, to the general public. Retail services, including but not limited to, recreation services and facilities, photography studio, studios for the instruction of the arts, including art studios, dance studios, gymnastics, or martial arts, museums, and art galleries. This shall include, but is not limited to, drugstores, travel agencies, real estate offices, jewelry repair, photographic studios and dry cleaners, shoe repair facilities, tailors, seamstresses.

~~*RETAIL STORE — A store where goods are sold directly to the consumer for personal or household use, with or without incidental processing on the premises, including any establishment which requires a club membership or fee payment to permit entry to the establishment for the sale of goods or services whether or not the words "wholesale or warehouse" appear in the name of the establishment.*~~

~~*VIDEO GAME ARCADE — An establishment that as its primary use contains a collection of video games that can be played by a customer for a fee.*~~

SHARED KITCHEN, SHARED WOODSHOP, OR SHARED TEXTILE SPACE

Shared commercial kitchen, woodshop, textile, or production spaces that provide access to space and tools to local small producers for a fee or with a sublease. These spaces shall be focused on tools within one industry, such as a health-inspected, commercial kitchen for food production that a small business can rent by the hour or a well-outfitted

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woodshop accessed by a set of subtenants who share the tools. Such spaces shall be a minimum of 2,000 square feet in area.

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) **Personal services, r**~~*R*~~retail ~~*stores*~~ **sales,** and retail service**s** establishments, including stores or shops or retail **where the** business **is** 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.*~~ **Commercial Entertainment**

(5) Family day-care centers.

~~*(6) Personal service establishments*~~.

(6) Coworking space.

(7) Brewpubs

(8) Artisanal Workshop

(9) Shared Kitchen except Ghost Kitchen, Shared Woodshop, or Shared Textile space

(10) Med Spa

(11) Commercial recreation facility

(12) Two or more principal uses may be permitted on a singular site in the TC Zone District.

B. Permitted accessory uses. Any of the following accessory uses may be permitted in conjunction with a permitted principal use:

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(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) Maximum Front Yard Setback: 10 feet.

(5) ~~*(4)*~~ Minimum side yard setback (one): zero feet.

(6) ~~*(5)*~~ Minimum side yard setbacks (both): zero feet.

(7) ~~*(6)*~~ Minimum side yard setbacks (both) percentage of lot width: N/A.

(8) ~~*(7)*~~ Minimum rear yard setback: 20 feet.

(9) ~~*(8)*~~ Maximum height for principal building (stories/feet): 3/50.

(10) ~~*(9)*~~ Maximum height for accessory structures: 15 feet.

(11) ~~*(10)*~~ Maximum building coverage: 80%.

(12) ~~*(11)*~~ Maximum improved lot coverage: 100%.

(13) ~~*(12)*~~ Minimum landscaped buffer along residential zone: 15 feet.

(14) Maximum allowable residential density is as follows:

Maximum Lot Area	**Maximum Density (residential units per acre)**
40,000 square feet and greater	**20**
25,000 square feet – 39,999 square feet	**18**
20,000 square feet – 24,999 square feet	**16**
10,000 square feet – 19,999 square feet	**11**

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D. ~~*Conditional*~~ **Conditions for Mixed-use Development in the TC Zone District**. **Mixed use Development can be provided with any of the permitted commercial uses as per § 150-17.14 A** ~~*The following conditional uses are permitted within the Town Center zone (TC)*~~ subject to area, yard and bulk regulations and **the following conditions:** ~~*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.*~~ **When residential units are mixed with permitted commercial uses in the Town Center Zone, the residential units shall not be located on the first floor in any building. Access to the residential unit at street level shall not be construed to be a residential unit on the first floor.**

(2) ~~*Mixed retail and professional office (nonmedical) subject to the mixed use standards set forth in § 150-8.3.*~~**Mixed retail and commercial, and mixed retail and professional office shall not have office uses on the first floor of any building. Access to the office space at street level shall not be construed to be an office space on the first floor.**

(3) Parking for the various types of uses shall be provided in accordance with the requirements of Article XII of this chapter.

(4) A dense landscape buffer of not less than 15 feet shall be reserved between the mixed uses and any adjoining residential uses.

~~*(4)*~~ **(5)** Massage parlors subject to the conditional standards set forth in § 150-8.11.

(6) Distilleries, and microbreweries subject to the conditional standards set forth in § 150-8.13.

(7) Commercial Entertainment as per the requirements set forth in § 150-8.14.

§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.

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(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, **except for those in the TC Zone District:**

(1) Mixed uses shall have an even distribution between principal uses within each building(s).

(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.

(6) Commercial Entertainment as per the requirements set forth in §150-8.14

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§150-8.13 Microbreweries and Craft Distilleries

A. Strict compliance with N. J. S.A. 33: 1- 10 and shall provide a sampling room and retail sales area where product shall be sold to consumers and where samples shall be offered.
B. Shall not sell food or operate a restaurant on the licensed premises, including in any outdoor facility. However, pretzels, potato chips, nuts, or similar prepared snack foods are not prohibited from being provided without charge.
C. Shall be permitted as a principal use only and shall not be permitted as an accessory use.

§150-8.14 Commercial Entertainment

A. The property shall have frontage on Bloomfield Avenue.
B. Off-street parking shall be located to the rear or side of the property.
C. For indoor commercial entertainment facilities, the minimum lot size shall be at least 5,000 square feet.

TOWNSHIP OF VERONA

COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE #2026-__

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, in June 2025, the Township of Verona adopted a ousing Element and Fair Share Plan, including a Master Plan ousing Element and Fair Share Plan to address the Township's Third Round Affordable ousing Obligations; and

WHEREAS, in June 2025, the Township filed a declaratory judgment action, captioned *In re Application of Township of Verona*, No. ESX-L-594-25, seeking, among other things, a judicial declaration that its ousing Element and Fair Share Plan (hereinafter "Fair Share Plan"), satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, challenges to the Township's Fourth Round EFSP were timely filed by interested parties: Fair Share ousing Center, DM 2 LLC, A R Skyline Properties LLC, and JMF Properties LLC; and

WHEREAS, the Fair Share ousing Center ("FS C") and the parties listed above agreed to compromise certain positions regarding the Fair Share Plan such that each party agreed the Fair Share plan satisfies Verona's "fair share" of the regional need for low and moderate income housing subject to certain amendments to the Fair Share Plan and

~~WHEREAS~~, Verona had previously enacted TCMU, which it now desires to amend to further the purposes of the Fair Share Plan and as per the Settlement Agreement; 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 ~~*strikethrough italics*~~.)

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SECTION 1.

Chapter 150, "Zoning," Article XVII, "Schedule of District Regulations," Section **150-17.14A**, "TC MU (Town Center-Mixed Use) Zone," of the General Legislation of the Township of Verona is hereby amended by supplementing and deleting the following definitions.

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 § 150-7.23, provided also that a minimum of six 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 § 150-7.22, provided also that a minimum of six 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.

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(1) Any property having any portion of a building bounded by Bloomfield Avenue shall be considered to front on Bloomfield Avenue.

(2) All nonresidential 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 100 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 nonresidential establishment including those identified as permitted uses.

(3) Residential buildings and parking areas may be built on any area exceeding the 100-foot limitation as well as on any area of a property fronting Bloomfield Avenue where there is a permitted nonresidential use having a building depth of 50 feet as measured from the building along Bloomfield Avenue to the rear (or back), including any set back 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 nonresidential uses on the first 50 feet of the ground floor as measured from the building along Bloomfield Avenue to the rear (or back), including any setback from the street, subject to the limitations in Subsection C( ) hereof.

(6) Residences, including the affordable units, shall be a principal 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 Subsection C(7) hereof, when a building fronting on Bloomfield Avenue has a depth of a minimum of 50 feet and contains nonresidential 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 12 feet 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 Subsection F, Affordable housing multifamily residential specifications, of this section shall also be complied with.

(8) Parking lots, including structured parking garages, shall not exceed 28 feet in height, excluding a parapet wall not greater than six feet in height. Any parking structure shall contain a twenty-two-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-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, ardiePlank panels or similar fiber cement siding, stone, precast and cast stone and manufactured stone, and glass.

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(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
.	Minimum side yard setbacks-both (feet)	0
7.	Minimum side yard setbacks-both (percentage of lot width)	N/A
8.	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
9.	Maximum height for principal building (stories/feet)	3/50
10.	Maximum height for accessory structures other than parking structures (feet)	15
11.	Maximum building coverage, first floor building area as a percent of land area (percent)	80
12.	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
13.	Minimum landscaped buffer along a residential zone (feet) boundary, or along the boundary with any house of worship	15
14.	Parking provisions:	N/A

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	i. Notwithstanding § 150-12. 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 parking spaces 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 10 years, of off-street parking spaces no further than 1,000 feet from the development. • All required or designated resident parking shall be provided within the boundaries of the TC MU Overlay Zone. Off-site parking satisfied outside of the TC MU 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 located in public or commercial parking lots/ facilities or private parking lots/facilities which are accessory to existing nonresidential uses where the number of parking spaces exceeds the required amount for those existing nonresidential uses. • Such parking agreement or lease shall be in writing 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 vehicles. 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 chapter.	

E. Conditional uses.

The following conditional uses which are permitted within the Town Center Zone as identified in

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the conditional use regulations of the Township s zoning ordinance shall not apply to the TC MU Zone, except where specified in Subsection B hereof.

(1) Mixed retail and residential uses.

(2) Mixed retail and commercial (nonmedical) with residential uses.

(3) Mixed retail and professional office (nonmedical) with residential uses.

F. Affordable housing multifamily residential specifications.

The TC MU Zone shall supersede the preexisting 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 multifamily residential development having greater than two residential units.

(1) Any residential development shall set aside **20%** ~~*15%*~~ of the **proposed rental or for sale** 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 multifamily residential development in which a certain proportion of the dwelling units are set aside for occupancy by low- and moderate-income households satisfying the F A and Uniform ousing Affordability Controls (U AC, N.J.A.C. 5:80-2 .1 et seq.).

(3) The residential multifamily residences situated in the TC MU Zone shall satisfy the following conditions:

(4) There shall be no more than two bedrooms per residential unit, except three-bedroom units shall be provided as required under U AC.

(5) No three-bedroom unit shall have an area less than 900 square feet.

(6) No more than 70 residential units, or 22 residential units per acre, may be located in the TC MU.

(7) The maximum living space, meaning finished floor area in any unit, shall not exceed 1,200 square feet unless U AC, 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.

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Appendix L: Amended Administrative Manuals and Affirmative Marketing Plan

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Appendix M: Updated Third Round Documentation

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RECORD& RETURN TO:
Johanna Peña, Administrative Assistant III
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, NJ 08611

LIHTC# 2022

Prepared By: _____
Johanna Peña

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of August 28, **2025** shall run with the land and is granted by **Verona LIHTC Urban Renewal, LLC**, and its successors and assigns (the "Project Owner") whose principal address is **1000 University Avenue, Suite 500, Rochester, NY 14607**, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Reservation Letter** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **$1,761,659** to be claimed by the Project Owner over a 10- or 15- year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

(1) The three (3) building(s), which consist of a total of **ninety-five (95)** residential rental units, of which **95** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Verona Flats** (the "Project"). The Project is located at **1, 3, 5 Linn Drive, Verona, NJ 07044**, Municipal Tax Map Block No.**2301,** Lot Nos. **11, 12 ,14 ,15 ,16 ,17, 19 and a portion of 18 to be consolidated and designated as a new Block 2301, Lot 14.01 in the County of Essex**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.

(2) [ ] If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

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(3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low-income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.

(4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.

(5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

(6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2024.**

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(7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, elected by the Project Owner is checked below.

[X] 40% at 60%

At least 40% of the residential units will be rent restricted and occupied by households whose income is 60% or less than the area median income. All tax credit-eligible units must be restricted to no more than 60% of the area median income adjusted for family size.

[ ] 20% at 50%

At least 20% of the residential units will be rent restricted and occupied by households whose income is 50% or less than the area median income. All tax credit-eligible units must be restricted to no more than 50% of the area median income adjusted for family size.

[ ] Average Income

The income of each unit will be designated at 20%, 30%, 40%, 50%, 60%, 70% or 80% of area median income and will be rent restricted and occupied by households whose incomes are less the designated income limitation. The average of all income designations shall not exceed 60% of area median income. Income designations are noted below and may not be amended without written approval from NJHMFA.

____ units at 20% of AMI
____ units at 30% of AMI
____ units at 40% of AMI
____ units at 50% of AMI
____ units at 60% of AMI
____ units at 70% of AMI
____ units at 80% of AMI

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The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(8) [X] If this box is checked, the Project is also subject to the state set-aside, which is defined in the **2017** Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that **10** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **30** percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(9) [X] If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period."

(10) [ ] If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the 20__ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.

(11) [ ] If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the **2017** Qualified Allocation Plan **OR** participate in the Services for Independent Living (SIL) program, as appropriate, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.

(12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.

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(13) [**X**] If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the **2017** Qualified Allocation Plan.

(14) [**X**] If this box is checked, the Project Owner agrees to successfully participate in one of the following energy efficiency programs: Enterprise Green Communities; Leadership in Energy and Environmental Design (LEED); National Green Building Standard (NGBS); Climate Choice Homes Program/Energy Star Tier 3 Participation; Living Building Challenge; **OR** Passive House, as defined in the **2017** QAP through the end of the extended use period.

(15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

(16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.

(17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

(18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.

(19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

(20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.

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(21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.

(22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

(23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

(24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

(25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

(26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.

(27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

(28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

PROJECT OWNER:
Verona LIHTC Urban Renewal, LLC
By: Conifer Verona GP, LLC
By: Conifer Realty, LLC

Barbara Clabeaux By: Lisa M. Kaseman
Authorized Representative

Lisa M. Kaseman, Executive Vice President
(Print Name, Title, Organization)

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ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW YORK)
) SS:
COUNTY OF MONROE)

I CERTIFY that on August 28, 2025, **Lisa M. Kaseman** personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the **Executive Vice President of Conifer Realty, LLC, the sole member of Conifer Verona GP, LLC, Managing Member of Verona LIHTC Urban Renewal, LLC**, the Owner named in this document (the "LLC"); and (b) this document was signed and delivered by the Company as its voluntary act duly authorized by a proper

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Christine S. Flynn
Notary Public

CHRISTINE S. FLYNN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FL6357511
Qualified in Monroe County
My Commission Expires 04-24-2029

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WITNESS

Johanna Pena

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: _____
Debra M. Urban
Chief of Multifamily Programs

Date: 8/26/25

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 8/26, 2023, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Multifamily Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY,** the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

Aida Luz Nauha

Notary Public of the State of New Jersey
My Commission Expires on _____

Aida Luz Nauha
Notary Public
New Jersey
Notary ID 2362190
My Commission Expires July 19, 2027

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EXHIBIT "A"

File No: 175260CD-01

The Land is described as follows:

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Verona Township, County of Essex, and State of New Jersey being more particularly described as follows:

BEING known and designated as Units 1, 2, 3, 4, 5 and 6, together with an aggregate 100% undivided interest in the General Common Elements of said Condominium appurtenant to the aforesaid units in accordance with and subject to the terms, conditions, limitations, covenants, restrictions, easements and provisions as set forth in the Master Deed and By-Laws of Apartments at Verona Condominium, a Condominium, dated June 28, 2023, and recorded in the Office of the Clerk of Essex County on July 7, 2023 in Instrument No. 2023040578.

BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northerly line of Pine Street (various widths as per deeds, formerly known as Claremont Avenue), said point being distant 80.96 feet westerly from a mag nail with x-cut found marking the intersection of said northerly line of Pine Street and the westerly line of Depot Street (50 feet wide as per tax map) and running; thence

1) **Along said northerly line of Pine Street, South 78°29'51" West, a distance of 50.00 feet to a bend point therein; thence**
2) **Continuing along same, South 75°13'51" West, a distance of 105.62 feet to a bend point therein; thence**
3) **Continuing along same, South 78°11'21" West, a distance of 108.82 feet to a bend point therein; thence**
4) **Continuing along same, South 76°35'21" West, a distance of 102.66 feet to a point on the northerly line of Bloomfield Avenue (75 feet wide per Essex County mapping); thence**
5) **Along said northerly line of Bloomfield Avenue, North 83°13'39" West, a distance of 119.80 feet to a bend point therein; thence**
6) **Continuing along same, North 85°16'39" West, a distance of 127.67 feet to a point of curvature; thence**
7) **Along a curve to the right having a radius of 15.00 feet, an arc length of 25.26 feet, with a chord bearing of North 37°01'38" West, a chord distance of 22.38 feet and a central angle of 96°30'02" to a point of compound curvature on the southeasterly line of Linn Drive (various widths as per tax map); thence**
8) **Along said southeasterly line of Linn Drive along a curve to the right having a radius of 249.00 feet, a total arc length of 177.95 feet, with a chord bearing of North 31°41'49" East, a chord distance of 174.19 feet and a central angle of 40°56'48" to a point of non-tangency; thence**
9) **Continuing along same, North 61°54'42" East, a distance of 84.84 feet to a point of curvature; thence**
10) **Continuing along same, along a curve to the left having a radius of 535.00 feet, an arc length of 202.75 feet, with a chord bearing of North 51°03'18" East, a chord distance of 201.54 feet and a central angle of 21°42'49" to a point of tangency; thence**
11) **Continuing along same, North 40°11'51" East, a distance of 95.87 feet to a point on the westerly line of lands now or formerly of Cam Gar @ Verona, LLC as recorded in Deed Book 12135 Page 7171 (Tract 1); thence**

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12) Along said lands, South 03°34'51" West, a distance of 13.41 feet to a point in same also being on the northwesterly line of lands formerly of Caldwell Branch-Greenwood Lake Division Erie-Lackawanna Railroad; thence

13) Along said Railroad lands, North 40°11'51" East, a distance of 195.60 feet to a point; thence

14) Along a new line crossing through said Railroad lands, South 49°48'09" East, a distance of 50.00 feet to a point on the southeasterly line of said Railroad lands; thence

15) Along same, South 40°11'51" West, a distance of 41.07 feet to an iron pipe found; thence

16) Along the easterly line of lands now or formerly of the Township of Verona as described in Instrument No. 2019025357 (Tax Lot 14), also being the westerly line of former Nelson Place as shown on Filed Map No. 514, South 07°21'09" East, a distance of 132.41 feet to a bend point therein; thence

17) Along same, South 04°00'51" West, a distance of 51.49 feet to a point; thence

18) Along the division line between lands now or formerly of the Township of Verona as described in Instrument No. 2019025357 (Tax Lot 12) and lands now or formerly of John D. & Marie A. Bianco as described in Deed Book 6109 Page 227, South 69°20'09" East, a distance of 52.19 feet to a point; thence

19) Along same, South 04°00'51" West, a distance of 26.16 feet to a point; thence

20) Along the division line of lands now or formerly of the Township of Verona as described in Instrument No. 2019025357 (Tax Lot 11) and lands now or formerly John D. & Marie A. Bianco as described in Deed Book 6109 Page 227, South 69°20'09" East, a distance of 69.96 feet to a point; thence

21) Along the division line between said lands now or formerly of the Township of Verona and the lands now or formerly of Joel & Monika Martin as described in Deed Book 5917 Page 38, South 10°20'51" West, a distance of 170.85 feet to a point on the aforementioned northerly line of Pine Street being the point of BEGINNING.

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This description is prepared in accordance with a certain map entitled "Minor Subdivision Plan, Apartments at Verona, Block 2301 Lots 11, 12, 14, 15, 16, 17, 18 & 19, Township of Verona, Essex County, New Jersey" dated April 7, 2022, Project VEROPRV22.010 as prepared by Neglia Group.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Block: 2301, Tax Lot: 14.01 D0001, 14.01 D0002, 14.01 D0003, 14.01 D0004, 14.01 D0005, 14.01 D0006

State of New Jersey

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SHAWN M. LATOURETTE
COMMISSIONER

Mail Code 401-04Q
Division of Water Supply & Geoscience
Water System Operations Element
Bureau of Water System Engineering
401 E. State Street - P.O. Box 420
Trenton, New Jersey 08625-0420
Tel #: (609) 292-2957 - Fax #: (609) 633-1495
https://www.nj.gov/dep/watersupply/

August 29, 2025

Verona Water Department
10 Commerce Court
Verona, NJ 07044

Dear Water Purveyor:

Enclosed is a simplified water main extension permit dated August 29, 2025, issued to you pursuant to the New Jersey Safe Drinking Water Act, N.J.S.A. 58:12A, and in consideration of your application dated September 13, 2024, and signed by Kevin O'Sullivan, Deputy Township. Manager.

Your permit is for:

- Construction of 391 L.F. of 6-inch diameter DIP, 370 L.F. of 4-inch DIP, and 371 L.F. of 2-inch Copper domestic and fire water service laterals to serve One Sunset Avenue Redevelopment, proposed of one (1) apartment building consisting of 200 residential units, 12,500 S.F. of office and amenity space, and pool, including demolition of the existing building; located in Verona Township (One Sunset Avenue, Block # 303, Lot # 4), County of Essex, New Jersey; and

- The distribution of water for potable purposes from said works.

Your attention is directed to both the **specific and general** conditions of the aforementioned permit. Enclosed with this permit is the Placed into Service Certification (PSC). The PSC **must** be submitted as required by the Submittal Action Requirements in the attached permit conditions. If the facility is not completed within the specified time allotment, an "Extension of Time" shall be requested at least ninety (90) days prior to the permit expiration date to allow for review and approval. No extension of time will be granted to an expired permit. Should you have any questions about this permit, please contact Kelly Hullen at (609) 292-2957. When contacting the Department regarding this permit, please reference the Permit No. and PWSID No. provided herein.

Sincerely,

Steven Pudney, Section Chief
Bureau of Water System Engineering

PWSID NO.: NJ0720001, WCP250002
Enclosures

cc: Sean Savage, P.E., Matrix New World
Mayor and Council of Verona Township
Kelly Hullen and Matt Jones, BWSE

NJEMS\sd_const_pemit_simple_01/22/2021

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State of New Jersey

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SHAWN M. LATOURETTE
COMMISSIONER

Mail Code 401-04Q
Division of Water Supply & Geoscience
Water System Operations Element
Bureau of Water System Engineering
401 E. State Street - P.O. Box 420
Trenton, New Jersey 08625-0420
Tel #: (609) 292-2957 - Fax #: (609) 633-1495
https://www.nj.gov/dep/watersupply/

PERMIT*

The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. WCP250002 **PWSID No.** NJ0720001	**Issuance Date:** August 29, 2025	**Effective Date:** August 29, 2025	**Expiration Date:** August 28, 2030
Name and Address of Applicant: Verona Water Department 10 Commerce Court Verona, NJ 07044		**Location of Activity/Facility:** One Sunset Avenue Block # 303, Lot # 4 Verona Township, Essex County	
		Type of Permit: Potable Water Supply	**Statute(s):** N.J.S.A. 58:12A-1.1 et seq.

This permit grants permission to:

1. Construct 391 L.F. of 6-inch diameter DIP, 370 L.F. of 4-inch DIP, and 371 L.F. of 2-inch Copper domestic and fire water service laterals to serve One Sunset Avenue Redevelopment, proposed of one (1) apartment building consisting of 200 residential units, 12,500 S.F. of office and amenity space, and pool, including demolition of the existing building;
2. Operate the facilities approved by this permit and distribute water for potable purposes from said works.

According to Simplified Water Main Extension Certification Form:
Dated September 13, 2024, prepared by Matrix New World, received June 26, 2025;

According to Plans entitled:

	Date	Prepared By
Verona Sunset Urban Renewal, LLC	08/29/2025	Matrix New World Engineering, Inc.

Additional information: 08/29/2025

This permit is subject to specific and general conditions contained in the following page(s):
Continued on Requirements Page -- 1 of 2

Approved by the authority of:

Shawn M. LaTourette
Commissioner
Department of Environmental Protection

Steven Pudney, Section Chief

*The word permit means approval, certification, registration, etc.

DRAFT

State of New Jersey

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SHAWN M. LATOURETTE
COMMISSIONER

Mail Code 401-04Q
Division of Water Supply & Geoscience
Water System Operations Element
Bureau of Water System Engineering
401 E. State Street - P.O. Box 420
Trenton, New Jersey 08625-0420
Tel #: (609) 292-2957 - Fax #: (609) 633-1495
https://www.nj.gov/dep/watersupply/

PLACED INTO SERVICE CERTIFICATION

Attention: Bureau of Water System Engineering
Engineering Section

PERMIT NO.: WCP250002 **ISSUANCE DATE:** August 29, 2025

APPLICANT: Verona Water Department **PWSID:** NJ0720001

PROJECT DESCRIPTION: Construction of 391 L.F. of 6-inch diameter DIP, 370 L.F. of 4-inch DIP, and 371 L.F. of 2-inch Copper domestic and fire water service laterals to serve One Sunset Avenue Redevelopment, proposed of one (1) apartment building consisting of 200 residential units, 12,500 S.F. of office and amenity space, and pool, including demolition of the existing building.

MUNICIPALITY: Verona Township **COUNTY:** Essex

I (We) hereby certify that the following has been built and placed into service* and was completed in conformance with N.J.A.C. 7:10-11.10 and accordance with the approved plans and other supporting information.

COMPLETION DATE: _____

DATE FACILITIES WERE PLACED INTO SERVICE *: _____

_____
Signature of Engineer & Embossed Seal

_____
Name of Engineer / New Jersey License Number

_____
Date

* Placed into service means that the water mains or other permitted infrastructure changes are actually delivering water to all consumers approved by the permit, except to the extent that the remaining number of realty improvements not being served is below the threshold for needing a permit, i.e. less than 30 realty improvements or 12,000 GPD of non-residential demand.

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VERONA WATER DEPARTMENT
0720001

SDW Construction Permit : WCP250002

Permit Requirements

Submittal/Action Requirements

Applicable Subject Items	Submittal/Action Type	Requirement
WCP250002, One Sunset Avenue Redevelopment (WSYT2122784)	Completed construction certification report	Within thirty days of completion of the approved facilities the permittee/engineer shall notify the Bureau of Water System Engineering of the completion date and certify that the facilities were constructed in accordance with the approved plans and specifications by returning the enclosed Placed Into Service Certification. Submission shall be no later than 30 days after expiry of permit. [N.J.A.C. 7:10-11]

Text Requirements

All Phases

WCP250002, One Sunset Avenue Redevelopment (WSYT2122784)

1. DISTRIBUTION SYSTEM PERMIT SPECIFIC CONDITIONS.
2. The permittee is advised that the peak daily demand associated with this approval is 0.079 MGD. [N.J.A.C. 7:10-11]
3. The permittee is advised that with this approval and previously approved water main extensions, the projected peak daily demand for this water supply will be 2.291 MGD including versus a current Firm Source/Treatment Capacity of 2.250 MGD. [N.J.A.C. 7:10-11]
4. The permittee is advised that the total water available from bulk purchase agreement from Passaic Valley Water Commission at 72.750 MGM and 630.000 MGY. With this approval and previously approved water main extensions, the projected peak monthly and annual demands are 69.785 MGM and 602.482 MGY. [N.J.A.C. 7:10-11]
5. This permit shall not be construed as an approval for any other future development(s) or service connections to be served by this water main extension. Separate permit applications are necessary for these development(s). [N.J.A.C. 7:10-11]
6. The permittee is advised that a backflow prevention device and physical connection permit is required pursuant to N.J.A.C. 7:10-1 et seq. on a service line that serves a facility containing an unapproved water source which may contaminate the approved water source as a result of cross-connections. Therefore the permittee shall not place such a service line into service until such time as a backflow prevention device has been installed and a physical connection permit has been obtained by the facility supplied by the service line. [N.J.A.C. 7:10-11]
7. For this permit to remain valid, the facilities approved in this permit shall be constructed and placed into service within five years from the effective date of the permit. [N.J.A.C. 7:10-11]
8. The permittee is advised that Verona Water Department has exceeded the firm capacity available water limits. Therefore, the Bureau will not accept any new applications for Water Main Extension or connection permits with an associated demand until water is made available. [N.J.A.C. 7:10-11]
9. PERMIT GENERAL CONDITIONS.
10. The permit is revocable, or subject to modification or change, at any time, when in the judgment of the New Jersey Department of Environmental Protection such revocation, modification or change shall be necessary. [N.J.A.C. 7:10-11]
11. The issuance of this permit shall not be deemed to affect in any way action by the New Jersey Department of Environmental Protection on any future application. [N.J.A.C. 7:10-11]
12. The works, facilities and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and said conditions. [N.J.A.C. 7:10-11]

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Text Requirements

All Phases

WCP250002, One Sunset Avenue Redevelopment (WSYT2122784)

13. No change in plans or specifications shall be made without prior written permission from the Bureau of Water System Engineering. Modification requests shall be submitted on the applicable form available at www.state.nj.us/dep/watersupply/dws_const.html. [N.J.A.C. 7:10-11]
14. The granting of this permit shall not be construed in any way to affect the title or ownership of property, and shall not make the New Jersey Department of Environmental Protection or the State a party in any suit or question of ownership of property. [N.J.A.C. 7:10-11]
15. This permit does not waive the obtaining of Federal or other State or Local Government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained. [N.J.A.C. 7:10-11]
16. A copy of this permit shall be kept at the work site, and shall be exhibited upon the request of Department personnel. [N.J.A.C. 7:10-11]
17. In the examination of plans and/or other engineering data, the New Jersey Department of Environmental Protection does not examine the structural features of the design, such as thickness of concrete or its reinforcement, the efficiency of any electrical or mechanical equipment or apparatus, and the approval herewith given does not include these features. [N.J.A.C. 7:10-11]
18. Water distribution by said works shall at all times meet the applicable standards for quality. Additional units for the derivation, treatment and for distribution of the water shall be established if and when required by the New Jersey Department of Environmental Protection. [N.J.A.C. 7:10-11]
19. The operations of the public water facility shall be under the supervision of an operator or operators who shall possess a valid license or licenses issued by the New Jersey Department of Environmental Protection, pursuant to the provisions of the Water Supply and Wastewater Operators' Licensing Act, N.J.S.A. 58:11-64 et seq. [N.J.A.C. 7:10-11]
20. The minimum required licensing classification(s) shall be W-2 and T-2 or equivalent in accordance with the Licensing of Water Supply and Wastewater Treatment System Operators, N.J.A.C. 7:10A-1.1 et seq. [N.J.A.C. 7:10-11]
21. The public water facilities shall be operated in such a manner so as to be in full compliance with the New Jersey Safe Drinking Water Act Rules at N.J.A.C. 7:10-1.1 et seq. and the Water Supply Allocation Rules at N.J.A.C. 7:19-1.1 et seq. [N.J.A.C. 7:10-11]
22. The public water facilities shall be operated in such a manner as to optimize the use of all available sources of water in order to achieve and maintain compliance with bulk purchase agreement. [N.J.A.C. 7:10-11]
23. As per N.J.A.C. 7:10-11.17, an applicant for a permit under this subchapter or any person, subject to the limitation on third party appeal rights set forth in P.L. 1993, c.359 (N.J.S.A. 52:4B-3.1 through 3.3), who believes himself or herself to be aggrieved with respect to any decision made by the Department regarding such permit application submitted pursuant to this subchapter, may contest the decision and request an adjudicatory hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1 within 20 calendar days of the receipt of the permit decision. Filing details and the required form to be submitted are available at www.state.nj.us/dep/watersupply/dws_const.html. [N.J.A.C. 7:10-12]

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NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SYSTEM ENGINEERING
SIMPLIFIED WATER MAIN CERTIFICATION
TECHNICAL REVIEWER'S REPORT

GENERAL INFORMATION

REVIEWER: Kelly Hullen

PREPARED ON: 08/28/2025

PROJECT NO.: WCP250002

APPLICANT: Verona Water Department

PWSID NO.: NJ0720001

MUNICIPALITY: Verona Township

COUNTY: Essex

SUBJECT: Construction of 391 L.F. of 6-inch diameter DIP, 370 L.F. of 4-inch DIP, and 371 L.F. of 2-inch Copper domestic and fire water service laterals to serve One Sunset Avenue Redevelopment, proposed of one (1) apartment building consisting of 200 residential units, 12,500 S.F. of office and amenity space, and pool, including demolition of the existing building.

LOCATION OF WORK: One Sunset Avenue, Block # 303, Lot # 4

DESIGN ENGINEER: Sean Savage, P.E.

N.J.P.E. LICENSE NO.: 24GE04451000

ENGINEERING FIRM: Matrix New World

PERMIT FEE: $250.00

SOURCES OF INFORMATION

APPLICATION RECEIVED: June 26, 2025

APPLICATION DATED: September 13, 2024

APPLICATION SIGNED BY: Kevin O'Sullivan, Deputy Township. Manager

ENGINEER'S DRAWINGS:

Document Title	Date	Prepared By
Verona Sunset Urban Renewal, LLC	08/29/2025	Matrix New World Engineering, Inc.

ADDITIONAL INFORMATION DATED: 08/29/2025

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A. General Description of Project

This permit is for the construction of 391 L.F. of 6-inch diameter DIP, 370 L.F. of 4-inch DIP, and 371 L.F. of 2-inch Copper domestic and fire water service laterals to serve One Sunset Avenue Redevelopment, proposed of one (1) apartment building consisting of 200 residential units, 12,500 S.F. of office and amenity space, and pool, including demolition of the existing building..

This distribution permit is for:

Diameter	Length	Material	Use
2.00 in	371.00 L.F.	Copper	Domestic service connection
4.00 in	370.00 L.F.	Ductile Iron Pipe (DIP)	Fire service connection
6.00 in	391.00 L.F.	Ductile Iron Pipe (DIP)	Fire department connection

Planning control areas

Area	(Y/N)	Comments
Highlands Planning Area	N	
Highlands Preservation Area	N	
HPA – Exempt?		
HPAA permit?		
Pinelands	N	

B. Technical Evaluation

Kevin O'Sullivan, Deputy Township. Manager, and Sean Savage, P.E. have certified that the proposed water main extensions will be constructed in conformance with the requirements of N.J.A.C. 7:10-11.10 et seq.

Required Item	Acceptable	Unacceptable
1. Is the water system designed and constructed to meet all demand requirements?	X	
2. Does the system have the monthly allocation to meet the peak month demand?	X	
3. Does the system have the annual allocation to meet the peak yearly demand?	X	
4. Are there NO exceptions to the regulations recorded on PA-10B?	X	
5. Has the PE unconditionally certified that the design is in conformance with regs	X	
6. Does the system have firm source capacity to meet the peak daily demand?	X	
7. Does the system meet the minimum storage requirements (N.J.A.C. 7:19-6.7)?	X	

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C. System Capacity

1. Production Capacity

BULK PURCHASED FROM

Name / PWSID	Daily (MGD)	Monthly (MGM)	Yearly (MGY)	Expiration Date	CTR #
1605002	2.000	65.000	630.000	Jun-28-2031	
1605002	0.100	3.100		Temporary Increase	
1605002	0.150	4.650		Temporary Increase	
Total	2.250	72.750	630.000		

GROUND WATER SOURCES

Well Permit Number (If applicable)	Source Name	Allocation Capacity (gpm)	Production Capacity (gpm)	Treatment Plant (if applicable) (gpm)	Assigned Pump / Production Capacity (MGD)
2600077959	Well A	500	0		
2600077958	Well B	275	275	275	0.396
Total Sources					0.396
Minus Largest Well out of service					0.396
Sources Firm Capacity					**0.000**

Note: Due to MCL exceedance for PFOA, Well A is offline until treatment upgrades are completed. Verona will purchase water from PVWC and anticipate increasing their purcaase agreement (updated 8/5/2021, see attachment e-mail).

FIRM CAPACITY

Daily (MGD)
2.250

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2. System Demands

a. New Demand

Estimated additional residential demand (N.J.A.C. 5:21-5.2 Table 5.1):

Type/Size of Housing Unit	Water Demand per Unit (in gallons per day)	Number of Units	Average Day Demand	Peaking Factor	Peak Day Demand (MGD)
Low and mid-rise Apt – 1 BR	95	92	8,740	3	0.02622
Low and mid-rise Apt – 2 BR	140	105	14,700	3	0.04410
Low and mid-rise Apt – 3 BR	215	3	645	3	0.00194
Total Residential Demand			**24,085**		**0.07226**

Estimated additional non-residential demand (N.J.A.C. 7:10-12.6 Table 1):

Type of Establishment	Water Demand per Unit (in gallons per day)	Number of Units	Average Day Demand	Peaking Factor	Peak Day Demand (MGD)
Office/Amenity	0.125 gal/sf	12,500 sf	1,562.5	3	0.00469
Pool	10 gal/person	52	520	3	0.00156
Total Non-Residential Demand			**2,082.5**		**0.00625**

New Peak Residential Demand = 0.07226 MGD
New Peak Non-Residential Demand = 0.00625 MGD
Total New Peak Demand = 0.07851 MGD

b. Previously Allocated Demand

The following permit(s) account for additional demand on the Verona Water Department system: N/A

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c. Existing Peak Daily Demand

	2020	2021	2022	2023	2024	2025
January		51.194	40.242	45.880	46.490	**45.740**
February		49.958	41.364	38.280	40.530	36.230
March		34.989	41.290	42.610	41.530	36.230
April	46.302	44.535	39.868	38.597	42.340	
May	49.451	53.079	48.844	53.484	49.330	
June	58.925	52.796	**64.852**	**55.202**	52.450	
July	**62.162**	52.865	48.695	54.305	**68.560**	
August	59.646	**56.549**	53.108	49.518	55.340	
September	55.064	48.321	48.096	46.600	50.590	
October	47.768	47.722	46.825	44.282	64.340	
November	45.200	39.868	40.392	40.710	38.520	
December	43.641	44.207	40.916	39.830	42.850	
Peak (MGM)	62.162	56.549	64.852	55.202	**68.560**	45.740
Total (MGY)	468.159	576.083	554.492	549.298	**592.870**	118.200

Peak Day	**2.212**
Max Month	**68.560**
Max Year	**592.870**

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3. Water Allocation Analysis

The current allocation limits for Verona Water Department are specified in the following Allocation Permit(s):

ALLOCATION LIMITS

PI #_WAP No.	Daily (MGD)	Monthly (MGM)	Yearly (MGY)	Expiration Date	
5382_WAP210001		34.600	365.000	6/30/2034	
		-34.600	-365.000		Wells are out of service.
Total Limits	0.000	0.000	0.000		

TOTAL SYSTEM LIMITS

Monthly (MGM)	Yearly (MGY)
72.750	630.000

Anticipated Future Demands

Daily (MGD)
= Peak Daily Demand + New Estimated Demand
= 2.212 + 0.079
= **2.291 MGD**

Monthly (MGM)
= Max. Month + [31 / 2 x (New Estimated Demand + Previous Commitments)]
= 68.560 + [31 / 2 x (0.079 + 0)] = 68.560 + 1.225
= **69.785 MGM**

Yearly (MGY)
= Max. Year + [365 / 3 x (New Estimated Demand + Previous Commitments)]
= 592.870 + [365 / 3 x (0.079 + 0)] = 592.870 + 9.612
= **602.482 MGY**

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4. System Capacity Determination

Firm Capacity:	2.250	**MGD**						
Allocation Limits:			**Contract Limits:**			**Total Limits:**		
(Monthly)		**MGM**	(Monthly)	72.750	**MGM**	(Monthly)	72.750	**MGM**
(Yearly)		**MGY**	(Yearly)	630.000	**MGY**	(Yearly)	630.000	**MGY**
Five Year Peak Demand:			**Allocated Demand:**			**Deficit/Surplus:**		
(Daily)	2.212	**MGD**	(Daily)	0.079	**MGD**	(Monthly)	2.965	**MGM**
Month/Year	07/2024		(Monthly)	1.225	**MGM**	(Yearly)	27.518	**MGY**
(Monthly)	68.560	**MGM**	(Yearly)	9.612	**MGY**			
Month/Year	07/2024					**Firm-Peak Total:**		
(Yearly)	592.870	**MGY**	**Total Peak Demand:**			(Daily)	-0.041	**MGD**
Year	2024		(Daily)	2.291	**MGD**			
			(Monthly)	69.785	**MGM**			
			(Yearly)	602.482	**MGY**	**WAP Number:**	5382	

Verona Water Department currently does not have the firm capacity to supply the new estimated peak daily demand. However, it will have the firm capacity once treatment upgrades for Well A are completed.

Since Verona Water Department has made an agreement with Passaic Valley Water Commission to obtain a temporary increase in their bulk purchase agreement, the Bureau approves this permit. Therefore, Verona Water Department **DOES have the firm capacity to supply the additional peak daily demand of 0.079 MGD.**

Therefore, Verona Water Department **DOES** have the Monthly capacity to supply the new estimated monthly demand.

Therefore, Verona Water Department **DOES** have the annual capacity to supply the new estimated annual demand.

D. Storage Tanks

Name	Facility ID	Storage Capacity	Status
Claridge		1.000 MG	Active
Fairway		0.800 MG	Active
	Total	**1.800 MG**	

From N.J.A.C. 7:19-6.7 (b) Verona Water Department is classified as System Type vi having multiple sources with interconnections, therefore the storage requirement is 50% of the projected Average Daily Demand.

Projected Average Daily Demand = 602.482 MGY / 365 day/yr = 1.651 MGD
Storage Required = 0.50 x 1.651 MG = 0.825 MG
Storage Provided = 1.800 MG

Therefore, Verona Water Department **DOES** meet the minimum storage requirements.

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E. Conclusions

Verona Water Department has enough firm, monthly, and annual capacities to meet the new estimated demands.

The project, as designed, is determined to comply with applicable rules and regulations in accordance with N.J.A.C. 7:10 et seq.

Based on this technical review, it is recommended that this permit application be approved.

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Recommendations

Check One:

[X] Examination of the engineering data submitted indicated that the project, as designed, complies substantially with our rules and regulations.

It is therefore recommended that the project be APPROVED and permit issued for construction, derivation, distribution, subject to the usual conditions.

[ ] Examination of the engineering data submitted indicates that the project, as designed, does not comply with our rules and regulations.

It is therefore recommended that the project be DISAPPROVED.

[ ] The project has remained technically deficient beyond the due date specified by the Department for providing additional information.

It is therefore recommended that the project be RETURNED.

RECOMMENDED PROVISOS

Check One:

[X] Specific conditions to approval (standard conditions amended or added to)

[ ] Reasons for disapproval

[ ] Reasons for return

[ ] None required

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Kelly Hullen, Environmental Engineer 2

Bureau of Water System Engineering

Date: 08/29/2025

Supervisory Review/Approval Record

PAPER PERMIT DOCUMENTS	Yes	No
Project Description accurate and complete?	☒	☐
Location Description accurate and complete?	☒	☐
Has any necessary custom language been added and is it accurate and complete?	☒	☐
Have the applicable parties been copied?	☒	☐
Are the permit dates correct?	☒	☐
TECHNICAL REVIEWER'S REPORT		
Does the technical review accurately document and evaluate the application?	☒	☐
Has the correct system capacity such as allocation limits, diversions, contracts, allocated demand been used?	☒	☐
Are all calculations correct?	☒	☐
ELECTRONIC PERMIT SET		
Cover page information complete and matching paper document?	☒	☐
Are all the applicable standard permit conditions included?	☒	☐
Are all custom conditions included, accurate and complete?	☒	☐
Have the necessary and correct subject items been added to the Permit Inventory?	☒	☐
Has the necessary information been added to the Subject Item details?	☒	☐
Has the necessary location coordinate information been added and correct?	☒	☐
PERMIT FOLDER		
Are all signed copies of correspondences included in the permit folder	☒	☐
Are the materials in the folder in chronological order of receipt?	☒	☐
Have all superseded documents been clearly marked?	☒	☐
Have all duplicates been removed?	☒	☐
Have copies of checks been removed?	☒	☐
Has all Personally Identifiable Information been removed?	☒	☐

Permit Approval is:	Recommended ☒	NOT Recommended ☐
Supervisory Review by: Matthew Jones		Date: 08/29/2025
Any additional comments Section Chief approval		

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NJEMS\sd_tech_reviewers_report_simple_05/26/2020

Verona Township
Fire Prevention Bureau
880 Bloomfield Avenue
Verona, NJ 07044
Phone: (973)857-4761
Fax:

Inspection Certificate

Registration Number: 0720-57879-001-01
LHU Code/Local Type: Bg01-High Rise

Certificate Number: FPI-25-457
Inspection Number: FPI-24-561
Inspector: Connor McCann
Inspection Date: 10/8/2024

Premises:

Verona Limited DIV Housing (7-10 Story High Rise)
100 Hillwood Terrace
Verona, NJ 07044

Take Notice:

This Certifies that the referenced property has been inspected pursuant to the Uniform Fire Safety Act and satisfies minimum requirements of the New Jersey Uniform Fire Code.

This certificate Expires
October 31, 2025

This certificate must be posted in a conspicuous location at the above premises.

By: _____
Verona Fire Official or Designee

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This certificate does not take the place of other approvals, permits, or licenses required by law. It is non-transferable, and any change in use or occupancy of these premises shall require a new certificate.

5:71-3.7(b)11.
Version:25.2.2

Local ID - 755.00
Printed on 9/16/2025

Appendix N: June 2025 Adopted Fourth Round Housing Element and Fair Share Plan

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TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-127

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

ENDORSING THE VERONA PLANNING BOARD'S APPROVAL OF THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

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 4th Round Rules; and

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

WHEREAS, on January 20, 2025, the Verona Township Council (the **Township Council**") adopted Resolution 2025-25 (the "**Binding Resolution**"), proposing to establish the Township's Fourth Round Present and Prospective Need obligations pursuant to the amended Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the "**Amended Act**"); and

WHEREAS, 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, the filing of the DJ Action, in accordance with the Act and the Directive, gave the Township immunity from exclusionary zoning ("**Builders Remedy**") lawsuits, which immunity continues to be in full force and effect; and

WHEREAS, the Verona Township Council (the "**Township Council**") entered into a settlement agreement (the "**Settlement Agreement**") with Fair Share Housing Center ("**FSHC**") determining a Fourth Round Present Need obligation for the Township of 0 units and a Fourth Round Prospective Need obligation for the Township of 155 units (the "**Settlement**"); and

WHEREAS, the Prospective Need obligation 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; and

WHEREAS, the Township of Verona (the "**Township**") is located in Region 2, identified in the 4th Round rules as consisting of all municipalities in Essex, Union, Morris, and Warren Counties; and

WHEREAS, the Present Need obligation 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, both the assigned Program Member, the Honorable Julio L. Mendz, J.S.C. (Ret.), and the appointed Special Adjudicator, Elizabeth McManus, recommended the acceptance of the Settlement, and by Order filed April 7, 2025 (the "**Order**"), Essex County Vicinage Designated Mt. Laurel Judge, the Honorable Aldo J. Russo, J.S.C., accepted and adopted the Report and Recommendations for approval of the Settlement submitted by the Program Member, fixing the Township's Fourth Round Present Need obligation at 0 units and Fourth Round Prospective Need obligation of 155 units, consistent with the Settlement terms; and

WHEREAS, the Order, echoing the Amended Act, establishes that the Township must adopt a Housing Element and Fair Share Plan, not later than June 30, 2025, that presents a strategy for satisfying the obligations outlined in the Order and Settlement over the next 10 years, in order to preserve immunity from Builders Remedy lawsuits; and

WHEREAS, in accordance with the Act, the Settlement Agreement and the Order, the Township's Affordable Housing Planning Consultant, Dan Hauben, PP, AICP, of DMR Architects, (the "**Township Affordable Housing Planner**") prepared a Housing Element and Fair Share Plan, dated June 9, 2025, which is on file with the Township's Municipal Clerk which addresses the Township's Present Need and Prospective Need Obligations for the Fourth Round ("**HEFSP**"); and

WHEREAS, the HEFSP includes a Fourth Round spending plan component (the "**Fourth Round Spending Plan**"), pursuant to N.J.S.A. 52:27D-329.2 of the Amended Act, and the Directive, which projects anticipated revenues to the Township's Affordable Housing Trust Fund, and describes estimated expenditures of funds to address its fair share obligation as set forth in the HEFSP and which specifically establishes that the expenditure of funds contemplated in the Fourth Round Spending Plan constitute a 'commitment' for expenditure pursuant to N.J.S.A. 52:27D-329.2(d) of the Amended Act, with the four-year time period beginning to run with the date of collection of the funds as extended by virtue of the date of the Superior Court's approval of this HEFSP; and

WHEREAS, on June 19, 2025, the Planning Board of the Township (the "**Planning Board**"), after providing notice in accordance with the Municipal Land Use Law, specifically N.J.S.A. 40:55D-13, held a public hearing at a Special Meeting to review and consider for adoption the HEFSP prepared by the Township Affordable Housing Planner, addressing the Township's Fourth Round affordable housing obligations, including the Fourth Round Present Need and Prospective Need obligations as established by the Order and, by Resolution 2025-10 adopted June 19, 2025, the Planning Board approved and adopted the HEFSP, finding that the HEFSP is consistent with the goals and objectives of the Township's current Master Plan and that adoption of the HEFSP is in the best interest of the Township; and

WHEREAS, a true and correct copy of the HEFSP, including the Fourth Round Spending Plan component, is annexed hereto as Exhibit A; and

WHEREAS, a true and correct copy of Planning Board Resolution 2025-10 adopting the HEFSP is annexed hereto as Exhibit B.

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

1. The Township Council hereby adopts the Fourth Round Spending Plan component of the HEFSP.

2. The Township Council hereby endorses the HEFSP as adopted by the Planning Board on June 19, 2025 by Resolution 2025-10.

3. The Township's professionals are directed to continue to take all actions deemed necessary to continue participating in the Program.

4. The Township reserves the right to further amend the HEFSP should that be necessary.

ROLL CALL:
AYES: Roman, McEvoy, Tamburro
NAYS: Holland, McGrath

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 JUNE 23, 2025.

Jennifer Kiernan

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA, NJ
INCORPORATED 1907

TOWNSHIP OF VERONA
PLANNING BOARD

RESOLUTION No. 2025-10

WHEREAS, pursuant to N.J.S.A. 52:27D-301 et seq. (the "**Act**"), and in accordance with Administrative Directive #14-24, dated December 13, 2024 (the "**Directive**") implementing the Affordable Housing Dispute Resolution Program (the "**Program**"), on January 22, 2025, the Township of Verona (the "**Township**") filed a declaratory judgment action, with the Township's binding Resolution of participation adopted January 20, 2025 by the Township Council attached thereto as Exhibit A (the "**Binding Resolution**"), with the Superior Court of New Jersey, Essex County Vicinage, bearing Docket No. ESX-L-594-25 (the "**DJ Action**"); and

WHEREAS, the filing of the DJ Action, in accordance with the Act and the Directive, gave the Township immunity from Builder's Remedy lawsuits, which immunity continues to be in full force and effect; and

WHEREAS, Fair Share Housing Center ("**FSHC**") and New Jersey Builders Association ("**NJBA**") each filed a challenge to the DJ Action; and

WHEREAS, a settlement agreement (the "**Settlement Agreement**") was executed by and between the Township and FSHC, with NJBA presenting no objection thereto, determining a Fourth Round Present Need obligation for the Township of 0 units and a Fourth Round Prospective Need obligation for the Township of 155 units (the "**Settlement**"); and

WHEREAS, both the assigned Program Member, the Honorable Julio L. Mendz, J.S.C. (Ret.), and the appointed Special Adjudicator, Elizabeth McManus, recommended the acceptance of the Settlement, and by Order filed April 7, 2025 (the "**Order**"), Essex County Vicinage Designated Mt. Laurel Judge, the Honorable Aldo J. Russo, J.S.C., accepted and adopted the Report and Recommendations for approval of the Settlement submitted by the Program Member, fixing the Township's Fourth Round Present Need obligation at 0 units and Fourth Round Prospective Need obligation of 155 units, consistent with the Settlement terms; and

WHEREAS, in accordance with the Act, the Binding Resolution, the Settlement Agreement and the Order, the Township's Affordable Housing Planning Consultant, Dan Hauben, PP, AICP, of DMR Architects, (the "**Township Affordable Housing Planner**") prepared a Housing Element and Fair Share Plan, dated June 9, 2025, which is on file with the Township's Municipal Clerk which addresses the Township's Present Need and Prospective Need Obligations for the Fourth Round ("**HEFSP**"); and

WHEREAS, pursuant to N.J.S.A. 40:55D-28, the Planning Board of the Township (the "**Planning Board**") is charged with the preparation and adoption of the Township's Master Plan, which includes the HEFSP; and

WHEREAS, on June 19, 2025, after providing notice in accordance with the Municipal Land Use Law, specifically N.J.S.A. 40:55D-13, the Planning Board held a public hearing at a Special Meeting to review the HEFSP prepared by the Township Affordable Housing Planner; and

WHEREAS, after review and consideration of the HEFSP and presentation by the Township Affordable Housing Planner, the Planning Board has determined the HEFSP is consistent with the goals and objectives of the Township's current Master Plan, and further determined adoption of the same is in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Verona, Essex County, New Jersey, as follows:

1. The foregoing recitals are incorporated herein and made a part hereof as though fully restated.

2. The HEFSP shall be and is hereby approved and adopted.

3. The Planning Board Secretary is hereby directed to transmit the same to the Municipal Clerk of the Township for consideration of endorsement by the Township Council

NOW THERREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Township Manager, Township Council and Township Clerk.

ROLL CALL: **MOTION:** Jason Hyndman **SECOND:** Mayor Tamburro

	AYES	NAYS	RECUSED	NOT ELIGIBLE	ABSENT
Mrs. Parker (Alt #2)					X
Mr. Katzeff (Alt #1)	✓				
Mr. Lilley	✓				
Mr. Hyndman	✓				
Mr. Camuti	✓				
Township Manager O'Sullivan	✓				
Councilman Roman					X
Mayor Tamburro	✓				
Vice Chair Freschi	✓				
Chair Pearson	✓				

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE PLANNING BOARD OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON June 19, 2025.

Kathleen Miesch
Acting Board Secretary

Jessica Pearson
Chairperson

RESOLUTION 2026-014
of the
PLANNING BOARD
of the
TOWNSHIP OF VERONA

RESOLUTION ADOPTING THE FIRST AMENDMENT TO FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN, AMENDING THE HOUSING ELEMENT AND FAIR SHARE PLAN PREVIOUSLY ADOPTED BY THE PLANNING BOARD OF THE TOWNSHIP OF VERONA BY RESOLUTION 2025-10 JUNE 19, 2025

WHEREAS, on January 22, 2025, the Township of Verona (the "Township"), as authorized by Resolution 2025-25 adopted January 20, 2025 by the Township Council of Verona (the "Township Council"), filed the necessary complaint with the Superior Court of New Jersey, Law Division, Essex County Vicinage (the "Court"), 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 Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the "Amended FHA") in accordance with the requirements of the Amended FHA, and the timeframes set forth in Directive #14-24 issued December 13, 2024 by the Administrative Office of the Courts (the "Directive"); and

WHEREAS, the Planning Board of the Township of Verona (the "Planning Board") is authorized pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. (the "MLUL"), to prepare and adopt a Master Plan and amendments thereto; and

WHEREAS, pursuant to N.J.S.A. 40:55D-28(b)(3), the Master Plan shall include a Housing Element designed to meet the municipality's present and prospective housing needs, including its obligation to provide a realistic opportunity for the construction of affordable housing; and

WHEREAS, the Planning Board, by the adoption of Resolution 2025-10 following a public hearing during a duly noticed public meeting on June 19, 2025, pursuant to N.J.S.A. 40:55D-28 and as authorized by order filed April 7, 2025 by the Court in the DJ Action, adopted the Housing Element and Fair Share Plan dated June 9, 2025 (the "Fourth Round HEFSP") prepared by the affordable housing planning consultant (the "Affordable Housing Planning Consultant") engaged by the Township in connection with the DJ Action addressing the Township's satisfaction of its Fourth Round Prospective Need and Present Need affordable housing obligations as determined by the Court in the DJ Action and in accordance with applicable law including the Amended FHA; and

WHEREAS, the Township Council, serving as the governing body thereof, pursuant to the Amended FHA and as authorized by order filed April 7, 2025 by the Court in the DJ Action, by Resolution 2025-127 adopted during a duly noticed public meeting on June 23, 2025, endorsed the Fourth Round HEFSP as adopted by Resolution 2025-10 of the Planning Board of the Township of Verona; and

WHEREAS, through participation in the Program, the Township amicably resolved by settlement (the "Program Settlements") all challenges (the "DJ Action Challenges") filed concerning the Township's Fourth Round HEFSP, and the Court, by order filed February 18, 2026 in the DJ Action, approved the Program Settlements resolving all DJ Action Challenges, approved the Fourth Round HEFSP as previously adopted by the Township of Verona Planning Board and endorsed by the Township Council, and authorized the adoption of those amendments to the Fourth Round HEFSP as were required by the Program Settlements; and

WHEREAS, following the Township entering into the Program Settlements resolving the DJ Action Challenges, pursuant to and as required by the Amended FHA and the Program Settlements and order of the Court in the DJ Action and as directed by the Township, the Township's Affordable Housing Planning Consultant prepared the First Amendment to the Fourth Round HEFSP dated February 17, 2026 (the "Amended Fourth Round HEFSP"), making those revisions to the Fourth Round HEFSP as were required by the Program Settlements; and

WHEREAS, the Planning Board conducted a duly noticed public meeting on March 3, 2026, at which the Amended Fourth Round HEFSP was presented by the Affordable Housing Planning Consultant, discussed by the Planning Board, and members of the public were afforded the opportunity to comment; and

WHEREAS, the Planning Board reviewed the proposed Amended Fourth Round HEFSP for consistency with the Township's Master Plan and determined that adoption of same advances the purposes of zoning set forth in N.J.S.A. 40:55D-2; and

WHEREAS, the Planning Board finds that the Amended Fourth Round HEFSP is consistent with and supplements the Township Master Plan and is necessary to ensure compliance with the Township's constitutional and statutory affordable housing obligations.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Verona, County of Essex, State of New Jersey, as follows:

1. The First Amendment to the Fourth Round Housing Element and Fair Share Plan dated February 17, 2026, as presented by the Township's Affordable Housing Planning Consultant Daniel Hauben, PP, AICP of T&M Associates is hereby adopted as an amendment to the Township of Verona Master Plan.

2. The Planning Board has determined that the First Amendment to the Fourth Round Housing Element and Fair Share Plan dated February 17, 2026:

- Complies with N.J.S.A. 40:55D-28(b)(3);
- Is designed to provide a realistic opportunity for the construction of affordable housing;
- Addresses the Township's rehabilitation, prior round, and Fourth Round affordable housing obligations as determined by the Court in the DJ Action;
- Addresses the revisions to the previously adopted Fourth Round HEFSP required by the Program Settlements; and

- Advances the purposes of zoning enumerated in N.J.S.A. 40:55D-2.

3. A certified copy of this Resolution and the adopted First Amendment to Fourth Round Housing Element and Fair Share Plan shall be transmitted to the Township Council for its review and for the adoption of any necessary implementing ordinances and resolutions.

4. This Resolution shall take effect immediately upon adoption.

MOVED: Mayor Tamburro **SECOND:** Chair Pearson

ROLL CALL VOTE:

	Y	N	Abstain	Absent	Not Eligible		Y	N	Abstain	Absent	Not Eligible
Mr. Magarrell (Alt. 2)				AB		Deputy Mayor McEvoy	Y				
Mr. Day (Alt. 1)	Y					Mayor Tamburro	Y				
Mrs. Parker	Y					Township Mgr. O'Sullivan	Y				
Mr. Lilley	Y					Vice Chair Hyndman				AB	
Mr. Camuti	Y					Chair Pearson	Y				
Mr. Freschi				AB							

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE VERONA TOWNSHIP PLANNING BOARD AT A SPECIAL MEETING HELD ON MARCH 3, 2026.

Dolores Carpinelli
Secretary, Planning Board

Jessica Pearson
Chairperson, Planning Board

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2026-

A motion was made by ; seconded by that the following resolution be adopted:

PERMITTING ITEMS TO BE DISCUSSED IN EXECUTIVE SESSION

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the Public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

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

The public shall be excluded from discussion of an action upon the hereinafter specified subject matter.

1. Purchase, Lease or Acquisition of Real Property pursuant to *N.J.S.A. 10:4-12 (5)*
2. Pending, Ongoing, or Anticipated Litigation and Contract Negotiations pursuant to *N.J.S.A. 10:4-12 (7)*

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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 9, 2026.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026

REPEALING SECTION 21 "APPEALS" OF CHAPTER 262 OF THE CODE OF THE TOWNSHIP IN ITS ENTIRETY AND REPLACING SECTION 21 WITH A NEW SECTION 21 "OPEN BURNING PROHIBITED" AND CREATING A NEW SECTION 22 "APPEALS" OF CHAPTER 262 ENTITLED "FIRE PREVENTION"

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

SECTION 1. Section 21 of Chapter 262 of the Code of the Township of Verona is hereby repealed in its entirety and replaced with a new Section 21 entitled "Open Burning Prohibited".

SECTION 2. There is hereby established a new Section 22 in Chapter 262 of the Code of the Township of Verona to read as follows [Added text is **emboldened**, and text being eliminated is shown in ~~*strikethrough italics*~~]:
:

§ 262-21 ~~Appeals.~~
~~Pursuant to Sections 15 and 17 of the Uniform Fire Safety Act, (N.J.S.A. 52:27D-206 and 52:27D-208) any person aggrieved by any order of the local enforcement agency shall have the right to appeal to the Essex County Construction Board of Appeals.~~

§ 262-21-1 Purpose

The purpose of this chapter is to prohibit open burning of rubbish, garbage, dangerous material, trade water, structures and plant life.

§ 262-21-2 Definitions

DANGEROUS MATERIAL
trade waste which presents an existing or potential hazard to health or safety if disposed of by any means other than open burning including but not limited to explosive, nitrocellulose and elemental sodium

GARBAGE
waste animal or vegetable matter from houses, kitchens, restaurants, hotels, produce markets or any other source, or food of any kind to be thrown away

OPEN BURNING
any fire from which the products of combustion are emitted directly into the open air, and are not by design directed through a stack or chimney

PLANT LIFE
vegetation including, but not limited to, trees, tree branches, leaves, yard trimmings, shrubbery, grass, weeds and crops

RUBBISH
waste solids not considered to be highly flammable or explosive including, but not limited to, rags, old clothes, leather, rubber, carpets, wood, excelsior, paper, ashes, furniture, tin cans, glass, crockery, masonry and other similar materials

SALVAGE OPERATIONS
an operation or activity from which is salvaged or reclaimed any product or material including, but not limited to, metals, chemicals, or shipping containers

STACK OR CHIMNEY
a flue, conduit, or opening designed and constructed for the purpose of emitting air contaminants into the outdoor air

TRADE WASTE

all waste solid or liquid material or rubbish resulting from construction, building operations, or the prosecution of any business, trade or industry including, but not limited to, plastic products, cartons, paint, grease, oil and other petroleum products, chemicals, cinders and other forms of solid or liquid waste material

§ 262-21-2 Open Burning

A. **No person shall cause, suffer, allow or permit a salvage operation by open burning**
B. **No person shall cause, suffer, allow or permit the disposal of rubbish, garbage, dangerous material, trade waste, buildings or structures by open burning**
C. **No person shall cause, suffer, allow or permit the disposal of any type of plan life by open burning**
D. **The provisions of this section shall not apply to:**
    1. **Variances or permits approved and issued by the New Jersey Department of Environmental Protection in accordance with N.J.A.C. 7:27-2.5**
    2. **Open burning of refuse for training or research exercises when conducted at a permanent facility or training center designed to be used solely for training purposes.**

§ 262-21-3 Violation and Penalties

Any person who violates any provisions of this chapter shall, upon conviction thereof, be subject to the penalties set forth in Chapter 1, Article II, General Penalty, of the Township Code

§ 262-22 Appeals

Pursuant to Sections 15 and 17 of the Uniform Fire Safety Act, (N.J.S.A. 52:27D-206 and 52:27D-208) any person aggrieved by any order of the local enforcement agency shall have the right to appeal to the Essex County Construction Board of Appeals.

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 *XXX* AND *XXX*

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-

FIXING THE HOURLY COMPENSATION OF PART-TIME EMPLOYEES OF THE TOWNSHIP OF VERONA

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

SECTION 1: The hourly compensation for the part-time position of a Land Use Board Secretary of the Township of Verona shall be set as follows:

DEPARTMENT	TITLE/POSITION	SALARY ($) min	SALARY ($) max
Administration	Board/Committee/Commission Secretary	$30.00	$50.00

SECTION 2: This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

ATTEST:

JENNIFER KIERNAN, CMC
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 XXX AND XXX.

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

Board and Committee Volunteer

Reference # BACV-0014

Date Submitted: 5/16/2025 10:45:00 PM

Applicant Details:

Name: Joe Sudia ***Title:***

Preferred Name: ***Resident since:*** 08/13/2021

Address: 91 Franklin St Verona NJ 07044

Email: Sudiajoe@gmail.com ***Cell Phone #***

Home Phone # (908) 770-0245 ***Work Phone #***

Area Interest:

Interest	*Preference*	*Other Area*
Environmental Commission	1	

Educational Background:

Highest level of school completed:

Education/Training Level	*Attended From*	*Attended To*	*Institution Name*	*Location*	*Graduated*	*Year*	*Degree*	*Major*
College			Drew University		Yes	2014	BA	Economics / Art

Employment History:

Employer Name	*Supervisor Name*	*Phone #*	*Address*	*Employed From*	*Employed To*	*Job Title*	*May we contact*	*Duties*	*Reason for leaving*

Relevant Skills:

Other languages spoken:

Relevant work/professional experience/activities/certificates: Avid gardener and admirer of nature within our town. Frequently attend lectures and meetings hosted in Verona and surrounding towns pertaining to environmental stability, and efforts.

Please specify the reason(s) why you are applying: Iam eager to serve on the local Environmental Commission because I believe meaningful environmental

change begins at the community level. In a small town, decisions made by the commission have a visible and immediate impact—whether it`s protecting natural resources, improving local sustainability practices, or fostering environmental awareness among residents. I want to contribute my time and skills to support thoughtful development, and preserve the town’s unique natural character.