

Minutes

March 12, 2024

Commissioner McLoughlin was not present Also in attendance was the Borough Clerk and Borough Attorney.

The meeting was called to order at 7:30 P.M. with a salute to the flag.

Mayor McLaughlin announced that the notice requirements of R.S. 10:4-18 had been satisfied by delivering the required notice to the Coaster, posting the notice on the board in Borough Hall and filing a copy of said notice with the Borough Clerk.

COMMUNICATIONS:

- Notice of Public Hearing from JCP&L Regarding their letter seeking approval to extend their Board-approved Energy Efficiency and Conservation Plan for Tiennium 1 by six months.
- Notice of Public Hearing regarding JCP&L's ZEC Recovery Charge Filing

ANNOUNCEMENTS:

- The Fire Department will be holding their “Breakfast with the Easter Bunny” on Saturday, March 23 from 9am to 11:00am. The Annual Easter Egg Hunt will take place at Railroad Plaza Park at 11:30am. In case of inclement weather, the Egg Hunt will be held at the Fire House.

SWEARING-IN CEREMONY – Sergeant Scott Rapolla

ORDINANCES

ORDINANCES – FINAL READING

ORDINANCE #2024-06 – Final Reading

ORDINANCE #2024-06

**AN ORDINANCE REVISING CHAPTER X OF THE
BOROUGH CODE OF THE BOROUGH OF ALLENHURST
ENTITLED “BEACH REGULATIONS.”**

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, the Borough Council of the Borough of Allenhurst has determined that it is in the best interests of the community to revise certain portions of its existing Borough Code concerning the Beach Regulations to address the needs of the community;

NOW THEREFORE, BE IT ORDAINED by the Borough of Allenhurst, County of Monmouth, State of New Jersey, that the Borough Code of the Borough of Allenhurst be and is hereby amended and supplemented as follows:

Chapter X be and is hereby revised to delete the existing subsection “10-1.6” entitled “Service and Use Charges,” Section 10-1.9 entitled “Beach Admission” and Section 10-1.14 entitled “Counselor-In-Training (CIT) Program” and replace them with the following:

10-1.6 Service and Use Charges.

a. Resident Charges.

No.	Service	Fees, <i>if paid on or before due date</i>	Fees, <i>if paid after due date</i>
1.	Non-shower bathhouse	\$1,340.00	\$1,590.00
2.	A/B Shower bathhouse	\$1,790.00	\$2,040.00
3.	Shower bathhouse	\$1,680.00	\$1,930.00
4.	Cabana	\$3,360.00	\$3,610.00

No.	Service	Fees, if paid on or before due date	Fees, if paid after due date
Facilities Use Charge Per Person:			
5.	Children under 3 years of age	No Charge	No Charge
6.	Children Ages 3 and 4	\$63.00	\$63.00
7.	Age 5 and over	\$89.00	\$89.00
8.	Age 65 and older	\$63.00	\$63.00
Beach Fee			
9.	Ages 12 years or more	\$80.00	\$80.00
10.	Children under 12 years of age	No Charge	No Charge

b. Nonresident Charges.

No.	Service	Fees, if paid on or before due date	Fees, if paid after due date
1.	Non-shower bathhouse	\$2,240.00	\$2,490.00
2.	A/B Shower bathhouse	\$3,240.00	\$3,490.00
3.	Shower bathhouse	\$2,990.00	\$3,240.00
4.	Cabana	\$8,500.00	\$8,750.00
Facilities Use Charge Per Person:			
5.	Children under 3 years of age	No Charge	No Charge
6.	Children Ages 3 and 4	\$163.00	\$163.00
7.	Age 5 and over	\$273.00	\$273.00
8.	Age 65 and older	\$168.00	\$168.00
Beach Fee			
9.	Ages 12 years or more	\$80.00	\$80.00
10.	Children under 12 years of age	No Charge	No Charge

c. Half Season Charges.

1. The fees specified in preceding paragraphs a. and b. are for full season memberships in the Allenhurst Beach Club.
2. Rates for half season shall be two-thirds (2/3) of the full season rate for facilities use charge per person and two-thirds (2/3) of the full season rate for beach fee per person.
3. A half season shall be considered to run from the date of the opening of the Beach Club for the season consecutively until the midway point of the season, or from the midway point of the season consecutively to the day of the closing of the Beach Club for the season and for no other period.
4. A person or persons desiring a half season membership must utilize a bathhouse or cabana of a full season member, subject to the provisions of subsection 10-1.7 and must present signed, written permission of such member to so utilize the bathhouse or cabana for the exact half season period involved.

d. Guest Charges.

1. Each individual bathing guest (age 3 and older) using a member's bathhouse or cabana must submit one (1) guest pass per day; Children, age 3 and under will be admitted at no charge. Guest passes from the previous season will be valid for use in the current season, or for such time as the Board of Commissioners may determine in the Allenhurst Beach

Club Rules, when guests are accompanied by a registrant of the Allenhurst Beach Club Facilities.

2. Guest tickets will be sold individually at the discretion of the governing body, for \$15.00 per Guest ticket. Individual Guest tickets are good for one individual, for one day's admission. Guest tickets will only be valid for use in the current season or for such time as the Board of Commissioners may determine in the Allenhurst Beach Club Rules.
3. Packages of Guest tickets will be sold in groups of ten (10) passes for \$150.00. Packages of Guest tickets may be sold at a discount at the discretion of the Board of Commissioners. There is no limit on the number of packages that may be purchased but, be advised, that they are only valid for use in the current season or for such time as the Board of Commissioners may determine in the Allenhurst Beach Club Rules.

e. Combination Charges: Where there is a joint tenancy by an Allenhurst resident registrant and a nonresident in any of the accommodations referred to in paragraphs a. and b. hereof, the rates for said accommodations will be as follows:

No.	Service	Fees
1.	Non-shower bathhouse	*\$1,790.00
* Resident Pays, \$670.00 ; Non-Resident Pays, \$1120.00		
2.	A/B Shower bathhouse	*\$2,515.00
* Resident Pays, \$895.00 ; Non-Resident Pays, \$1,620.00		
3.	Shower bathhouse	*\$2,335.00
* Resident Pays, \$840.00 ; Non-Resident Pays, \$1,495.00		
4.	Cabana	*\$5,930.00
* Resident Pays, \$1,680.00 ; Non-Resident Pays, \$4,250.00		

f. Catamaran & Kayak Storage Fees

1. There shall be a “Catamaran storage fee” of two hundred (\$200.00) dollars for the “season” for those wishing to store a Catamaran at the Allenhurst Beach Club, during the “season.” Space for Catamarans is limited and shall be on a first come, first serve basis. No one shall be permitted to store any private property, including any Catamaran, at the Allenhurst Beach Club except during the “season.”
2. There shall also be a “Kayak storage fee” of one hundred (\$100.00) dollars for the “season” for those wishing to store a kayak at the Allenhurst Beach Club, during the “season.” Space for Kayaks is limited and shall be on a first come, first serve basis. No one shall be permitted to store any private property, including any Kayak, at the Allenhurst Beach Club except during the “season.”

g. There shall be assessed a \$100 dollar activity fee per facility. All monies from this fee shall go towards activities planned at the Allenhurst Beach Club.

h. A Recreation Program shall be established which shall be open to all children who are members of the Allenhurst Beach Club between the ages of five (5) years and twelve (12) years at the discretion of the Recreation Director. The program shall run for seven (7) weeks, during the Beach Club season from 10:00 a.m. to 3:00 p.m., Monday through Friday and will not run on those days the Beach Club is closed for inclement weather or any other unforeseen circumstance.

The cost for participation in this program will be \$750 dollars for the first child and \$675 dollars per child for additional children from the same family. Additional weeks may be offered at the discretion of the Recreation Director.

i. A Swim Team shall be established which shall be open to all children who are members of the Allenhurst Beach Club between the ages of five (5) years and twelve (12) years at the discretion of the Swim Team Coach. The cost for participation in this program will be \$100 dollars per child.

j. A Junior Lifeguard Program shall be established which shall be open to all children who are members of the Allenhurst Beach Club. The cost for participation in this program will be \$150 dollars per child.

k. There shall be assessed a fee of \$353 for a Nanny Membership. A Nanny is defined as someone who is 18 years of age, or older, and is responsible for the care of member children under the age of 14. The Nanny can only use the Allenhurst Beach Club through this membership when she is in the company of the children with whom she is charged with caring. This membership is exclusively for the nanny named in the member's application and is non-transferrable and non-refundable.

10-1.9 Beach Admission

1. Daily Beach Admission.

There is hereby established a rate for daily admission to the bathing beach at the Allenhurst Beach Facilities as follows:

The fee for daily admission, which does not permit use of the pools, the snack bar, the recreational facilities and other facilities at the Allenhurst Beach Club shall be ten (\$10.00) dollars per person for weekdays and twelve (\$12.00) for weekends and holidays. Children under the age of twelve (12) shall be admitted free of charge.

10-1.14 Counselor-In-Training (CIT) Program

- a. A Counselor-In-Training, (CIT) Program shall be established which shall be open to members of the Allenhurst Beach Club who are a minimum of 13 years of age. Membership and number of CIT's accepted to the Program shall be at the discretion of the Recreation Director. The CIT Program shall run in conjunction with the Recreation Program, with the exception of pre-camp staff training which will be held before the start of the Recreation Program.
- b. The CIT Program is an educational program, with a curricula designed to develop the people and technical skills necessary to be an effective camp/recreational counselor. CIT Programs teach management and leadership skills and can provide basic training in such skills as group leadership, time management and a variety of outdoor skills. CIT Programs can lead to leadership opportunities at school, in extracurricular activities and at future jobs.
- c. The Borough of Allenhurst makes no guarantee that participation in this program will lead to employment either with the Borough or with any other employer.
- d. Counselors in Training will be matched with a counselor in a unit to provide assistance during program time, meals, and field trips. CIT's will attend staff meetings and work closely with the CIT Coordinator, who will provide each CIT with two evaluations, one after the second week and one at the end of the summer.
- e. CIT's will be subject to the same code of behavior and policies as regular program staff and shall participate in all aspects of the recreation program. Under the supervision of a senior counselor, they will:
 1. Make the Recreation Program fun, helping to devise and plan games and activities.
 2. Supervise setting up and cleaning up.
 3. Help provide a safe and supportive atmosphere for participants.CIT's will always work with a counselor and/or the CIT Coordinator.
CIT's will work with the CIT Coordinator to learn the basics of child development, programming, and supervision procedures and policies, etc.
CIT's will work with staff to develop and co-lead workshops or games.
CIT's will participate in informal and formal activities with participants in the Recreation Program.
- f. Those CIT's not meeting the expectations of the program may be dismissed at the discretion of the Recreation Director.
- g. The cost for participation in this program will be \$350.00.

And, it is further

ORDAINED that except as herein above provided, the remainder of Chapter X, BEACH REGULATIONS, shall remain unaltered and in full force and effect; and it is further

ORDAINED that the provisions of this ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase hereof shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, clauses and phrases of this ordinance shall stand notwithstanding the invalidity of any part; and it is further

ORDAINED, That this Ordinance shall take effect after publication and adoption according to law.

There were no public comments.

VOTE: Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

ORDINANCES

ORDINANCES – FIRST READING

ORDINANCE #2024-07 – First Reading

ORDINANCE #2024-07

CALENDAR YEAR 2024

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Board of Commissioners of the Borough of Allenhurst in the County of Monmouth finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Commissioners hereby determines that a 1% increase in the budget for said year, amounting to \$52,910.11 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Board of Commissioners hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners of the Borough of Allenhurst, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Borough of Allenhurst shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$185,185.39 and that the CY 2024 municipal budget for the Borough of Allenhurst be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption; and,

BE IT FURTHER ORDAINED, that the provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase hereof shall, for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the

remaining sections, subsections, clauses and phrases of this ordinance shall stand notwithstanding the invalidity of any part; and,

BE IT FURTHER ORDAINED, that the Ordinance shall take effect after publication and adoption according to law.

VOTE: Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTIONS

RESOLUTION #2024-75

A RESOLUTION TO DISPENSE WITH READING OF MINUTES

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, That the Clerk dispense with the reading of the Regular Meeting of February 27, 2024.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-76

A RESOLUTION TO RATIFY AND APPROVE MINUTES

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, That the minutes of the Regular Meeting of February 27, 2024 be ratified and approved.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-77

A RESOLUTION TO APPROVE DEPARTMENT OF PUBLIC WORKS ANNUAL SALARY STEPS FOR 2024

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, that the following annual salary steps be and are hereby approved for Department of Public Works employees for the year 2024:

Public Works - Laborers

Step 1 - \$41,000

Step 1 with CDL - \$42,000

Step 2 - \$43,500

Step 2 with CDL - \$44,500

Step 3 - \$47,200

Step 4 - \$50,000

Step 5 - \$53,000

Public Works - Facilities Personnel

Step 1 - \$46,000

Step 2 - \$48,800

Step 3 - \$51,700

Step 4 - \$54,800

Step 5 - \$58,000

NOW THEREFORE BE IT ALSO RESOLVED, that the Department of Public Works employees not at the top step shall continue to progress to the subsequent step on their anniversary date.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-78

A RESOLUTION TO APPROVE ENGINEER CERTIFICATE #2 FOR IMPROVEMENTS TO MUNICIPAL HANDICAP RAMP

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, A contract was awarded to MTB LLC. for the Improvements to Municipal Handicap Ramp and,

WHEREAS, The Borough Engineer has reviewed the project and recommended payment as provided for in Engineer's Certificate #2, which is on file in the Clerk's office;

WHEREAS, Funds for this purpose shall be provided through the Ordinance “ADA Improvements to Borough Hall Handicap Ramp – C-04-55-985-005”, and the CFO has so certified;

NOW, THEREFORE, BE IT RESOLVED, That MTB LLC. be compensated in the amount of \$46,661.68 for work done in accordance with the Engineer’s Certificate #2.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-79

A RESOLUTION TO AWARD CONTRACT FOR POOL WATER ANALYSIS

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, There is a need for Pool Water Analysis at the Allenhurst Beach Club; and,
WHEREAS, The following quote was received and is on file with the Borough Clerk:

E Runyan T/A Aquatic Services

WHEREAS, Funds for this purpose shall be provided in the 2024 Temporary Budget, Beach OE;

THEREFORE, BE IT RESOLVED, That a contract be awarded to E Runyan T/A Aquatic Services, the only quote that was received for Pool Water Analysis at the Allenhurst Beach Club at the following rates:

Weekly Testing

\$82.00 Per sample/Per Week

Retesting, as required

\$50.00 per sample

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-80

A RESOLUTION TO APPOINT SERGEANT IN THE ALLENHURST POLICE DEPARTMENT

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, Scott Rapolla was appointed Temporary Sergeant in the Allenhurst Police Department; and,

WHEREAS, There is a need to fill the Sergeant’s position on a permanent basis, and the Chief of Police has made his recommendation to fill the position; and,

THEREFORE, BE IT RESOLVED, That Scott Rapolla be and he is hereby appointed a Sergeant in the Allenhurst Police Department on a permanent basis, effective March 12, 2024.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-81

A RESOLUTION TO CONFIRM DROPPED MEMBERS FROM ALLENHURST FIRE DEPARTMENT

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, By the Board of Commissioners, pursuant to the recommendation of the Allenhurst Fire Department, the following have either resigned or have been dropped from the rolls for failure to complete their requirements:

Meghan Ward

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-82

A RESOLUTION FOR SELF-EXAM OF MUNICIPAL BUDGET

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and,

RESOLUTION #2024-84

A RESOLUTION TO HIRE SLEO Class II OFFICER

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, there exists a need within the Police Department to appoint a part-time as-needed Special Law Enforcement Officer (SLEO), Class II to cover open shifts ; and

WHEREAS, it is the recommendation of the Chief of Police that Class II Officer Lisa Griffin be appointed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Allenhurst that Lisa Griffin is hereby appointed as a part-time as-needed SLEO Class II Officer effective January 1, 2024 and that said provisional appointment be compensated at an hourly rate of \$22.00 per hour effective January 1, 2024

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-85

A RESOLUTION TO APPROVE SALARIES FOR 2024

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, That the following salaries be and are hereby approved for officials and employees of the Borough of Allenhurst for the year 2024:

Chief of Police	\$156,919
Borough Clerk/Administrator	131,392
Public Works Superintendent/Sewer Operator	93,648
Finance Clerk	59,574
Deputy Clerk/Deputy Clerk/Deputy Treasurer/Administrative Assistant	\$31.00 per hour
Registrar	1,556
Deputy Registrar	1,038
Recycling Coordinator	2,153
Clean Communities Coordinator	1,038
Tax Collector	6,732
Sewer Collector	4,150
Tax Assessor	9,004
Board of Health Officer	2,594
Zoning Inspector/Code Official	20,000
Municipal Court Judge, includes 2 court sessions/mo.	20,000
OEM Coordinator	2,594
OEM Administrator	2,594
Planning Board Secretary	16,147
Records Coordinator	6,500
Affordable Housing Liaison	5,000
Police Secretary/Records Clerk Full Time	50,000
TAC Officer	4,000
Webmaster	1,000
Certified Pool Operator	1,038
Pump Maintenance	\$75.00/callout
Pool Cleaning	\$100/cleaning – 2hr max
	Over 2hr needs approval of DPW Supervisor
Treasurer	1,500
Mayor	1,750
Commissioner	1,500
<u>Public Works</u>	
Duchatkiewicz	71,879
Varian	Step#5 – Facilities Personnel
	58,000
Castillo	Step #5 – Laborer
	53,000
Henning	Step #2 – Laborer
	43,500
Eastwood	Step #2 - Laborer
	43,500
Tinneney	Step #1 – Laborer
	41,000
Foreman	2,594

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-86
A RESOLUTION TO APPROVE EXECUTIVE SESSION

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

WHEREAS, State law permits the exclusion of public in certain circumstances; and,
WHEREAS, The Board of Commissioners of the Borough of Allenhurst finds that such circumstances currently exist; and,

WHEREAS, The Board of Commissioners will make public, minutes of the closed session when confidentiality no longer exists;

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners that they are hereby authorized to enter into closed session to discuss legal/contractual matters which are exempt from the public meeting under the Sunshine Law.

VOTE: Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

RESOLUTION #2024-87 – Tabled to 3-27-2024 Meeting
RESOLUTION OF THE BOROUGH OF ALLENHURST, IN
THE COUNTY OF MONMOUTH, NEW JERSEY,
DESIGNATING A REDEVELOPER AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT
FOR THE PROPERTY KNOWN AS BLOCK 18, LOT 1;
BLOCK 21, LOTS 5 AND 6 AND BLOCK 31, LOT 3 ON THE
OFFICIAL TAX MAPS OF THE BOROUGH

WHEREAS, the Borough of Allenhurst (the “**Borough**”) is a political subdivision of the State of New Jersey, located in the County of Monmouth; and

WHEREAS, on November 15, 2004, in accordance with the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**LRHL**”), the Board of Commissioners of the Borough (the “**Commissioners**”) designated certain property fronting on Main Street or Deal Lake, consisting of Block 18, Lot 1, Block 19, Lots 1 and 2, Block 21, Lots 2, 3, 5, 6, 8, 9, 10, 11, 12 and 13, and Block 31, Lot 3 on the official tax maps of the Borough, as an area in need of redevelopment (as further described in the hereinafter defined Redevelopment Plan, the “**Redevelopment Area**”); and

WHEREAS, in accordance with the provisions of the LRHL, the Commissioners enacted the “Main Street Redevelopment Plan” dated October 2006 (and as amended November 2007) for the Redevelopment Area; and

WHEREAS, on July 22, 2021, Power Station at Allenhurst, LLC (“**Power Station**”), filed a Mount Laurel exclusionary zoning suit with the Superior Court of New Jersey (the “**Court**”), captioned Power Station at Allenhurst, LLC v. Borough of Allenhurst; Board of Commissioners of the Borough of Allenhurst; and Allenhurst Planning Board, Docket No. MON-L-2551-21, seeking to compel the Borough to provide a realistic opportunity for the construction of affordable housing for very-low, low and moderate income households and to meet the Borough’s fair share of the housing region’s need for such housing, in addition to related relief in accordance with the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 and Mount Laurel jurisprudence (the “**Builder’s Remedy Action**”); and

WHEREAS, the parties to the Builder’s Remedy Action entered into a Settlement Agreement dated February 23, 2023 (the “**Settlement Agreement**”), pursuant to which the Borough Power Station agreed to, among other things, enter into good faith negotiations for the execution of a redevelopment agreement consistent with the Redevelopment Plan; and

WHEREAS, after a duly noticed Fairness Hearing held on July 6, 2023 before the Honorable Linda Grasso Jones, J.S.C., the Court approved the Settlement Agreement as reflected in a Court Order dated July 31, 2023; and

WHEREAS, on February 13, 2024, in accordance with the provisions of the LRHL and in furtherance of the terms of the Settlement Agreement, the Commissioners adopted Ordinance #2024-05 (the “**Redevelopment Plan Ordinance**”), enacting the “Main Street Redevelopment

Plan 2023” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, Power Station is the fee simple record title owner of that certain real property located within the Redevelopment Area formally identified on the official tax maps of the Borough as Block 18, Lot 1 (the “**East Side**”) and Block 21, Lots 5 and 6 (which includes former Lot 7) (the “**West Side**”) and commonly known as 315 Hume Street and 500-523 Main Street, and the Borough is fee simple record title owner of that certain property located within the Redevelopment Area formally identified on the office tax maps of the Borough as Block 31, Lot 3 (the “**Lake Drive Property**”) and commonly known as Lake Drive; and

WHEREAS, the Borough will, at its sole cost, subdivide the Lake Drive Property into four (4) lots (the “**Lake Drive Subdivision**”), including three (3) lots that will be retained by the Borough (the “**Borough Retained Lots**”) and one (1) lot that the Borough will contribute and dedicate in fee simple interest to Power Station (“**Lake Drive**” and, together with the East Side and the West Side, the “**Property**”), which Lake Drive shall be deed restricted for the development of up to 23 affordable housing units, and no less than 20 affordable housing units in accordance with the requirements of the Settlement Agreement, and upon which Redeveloper shall construct the hereinafter defined Lake Drive Project; and

WHEREAS, Power Station has an easement right to use a portion of that certain real property located within the Redevelopment Area formerly identified on the official tax maps of the Borough as Block 21, Lot 4 (now merged with Lot 3), which is currently owned by JCP&L, for parking; and

WHEREAS, Power Station proposes to (i) Remediate (as defined herein) the Property pursuant to the terms hereof, (ii) raze the structures on the West Side, and together with new construction, to implement 62 residential market-rate for sale or rental units, as more specifically described in Section 4.1(a) of the hereinafter defined Redevelopment Agreement, together with structured and surface parking, ground floor retail and amenity space (the “**West Side Project**”), (iii) raze the structures on the East Side and improve the East Side with 28 market-rate for-sale townhouse units, related surface parking, and other on-site and off-site improvements, as more specifically described in Section 4.1(a) of the Redevelopment Agreement (the “**East Side Project**”), and (iv) raze structures on Lake Drive (excluding removal of existing cellular equipment atop the existing water tower) and improve Lake Drive with up to 23 affordable housing units, and no less than 20 affordable housing units in accordance with the requirements of the Settlement Agreement, related surface parking, and other on-site and off-site improvements, as more specifically described in Section 4.1(a) of the Redevelopment Agreement (the “**Lake Drive Project**” and, together with the West Side Project and East Side Project, the “**Project**”); and

WHEREAS, Power Station will design, finance, construct, and implement the Project; and

WHEREAS, Power Station has represented that it possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, the LRHL, the hereinafter defined Redevelopment Agreement and all other applicable laws, ordinances, and regulations; and

WHEREAS, in order to effectuate the Settlement Agreement, the Redevelopment Plan and the redevelopment of the Property, the Borough has determined to enter into a redevelopment agreement with Power Station (substantially in the form on file in the office of the Borough Clerk, the “**Redevelopment Agreement**”), which designates Power Station as the “redeveloper” of the Property in accordance with the LRHL (the “**Redeveloper**”), and which specifies the respective rights and responsibilities of the Borough and the Redeveloper with respect to the Project.

NOW THEREFORE BE IT RESOLVED by the Borough Commissioners of the Borough of Allenhurst, in the County of Monmouth, New Jersey, as follows:

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

Section 2. The Redeveloper is hereby designated as the “redeveloper” of the Property pursuant to the LRHL.

Section 3. The Mayor is hereby authorized and directed to execute the Redevelopment Agreement, in substantially the form on file in the office of the Borough Clerk, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough's general counsel, redevelopment counsel and other Borough professionals.

Section 4. The Borough Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such agreement and is hereby further authorized and directed to affix the corporate seal of the Borough upon such agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the Redevelopment Agreement to the other party thereto.

Section 5. 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 6. This Resolution shall take effect immediately.

RESOLUTION #2024-88

A RESOLUTION TO APPROVE BILLS (2-28-2024 to 3-12-2024)

Offered By: Mayor McLaughlin

Seconded By: Comm. Cumiskey

BE IT RESOLVED, That bills totaling \$164,152.65 be approved for payment; and,
BE IT FURTHER RESOLVED, That the March 12, 2024 consolidated bill list be attached hereto and made a part thereof.

VOTE:Comm. Cumiskey - AYE; Mayor McLaughlin - AYE.

ITEMS FOR DISCUSSION

See transcript below

PUBLIC COMMENTS

See transcript below

There being no further business or comments, Mayor McLaughlin moved, seconded by Comm. Cumiskey that the meeting move to executive session at 7:55PM. Motion carried.

After reconvening, Comm. Cumiskey moved, seconded by Mayor McLaughlin that the meeting be adjourned at 9:15 PM. Motion carried.

Donna M. Campagna

Donna M. Campagna
Administrator/Clerk

9 T R A N S C R I P T of the digitally
10 recorded proceedings in the above-entitled matter as
11 taken by KALLIE M. PRERA, a Certified Court
12 Transcriptionist of the State of New Jersey, held on
13 February 13, 2024.

1 P R E S E N T:

2 MAYOR MCLAUGHLIN

3 COMMISSIONER CUMISKEY

4 COMMISSIONER MCLAUGHLIN

5 MATTHEW JESSUP

6 ARTHUR NEISS, ESQ.

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1 MR. MCLAUGHLIN: Yes, Mayor McLaughlin
2 (indiscernible) this evening. So, I'd like to
3 announce that the notice of requirements statute has
4 been satisfied by delivering the required notice had
5 been posted in the Asbury Park Press, posting notice
6 on the borough -- on the board in the borough hall,
7 and filing a copy of said notice with the borough
8 clerk. Are there any communications for an absence?

9 THE CLERK: Commissioner McLaughlin?

10 MR. MCLAUGHLIN: Here.

11 THE CLERK: Commissioner Cuminskey?

12 MR. CUMISKEY: Present.

13 THE CLERK: And Mayor McLaughlin
14 (indiscernible) is too. Yes, we have a notice from
15 JCP&L advising the public hearing to be held on
16 February 29th, 2024 regarding their petition to
17 establish a Rate for Rider Lost Revenue Adjustment
18 Mechanism. And we have a notice from New Jersey
19 Transit advising a public hearing be held regarding
20 proposed fare changes, which will be effective as of
21 July 1 of 2024.

22 Our announcement is, the Fire Department will
23 be holding their "Breakfast with the Easter Bunny" on
24 Saturday, March 23rd, from 9:00 to 11:00. And then,
25 the Annual Easter Egg Hunt will take place at

1 Railroad Plaza Park at 11:30. And in case of
2 inclement weather, the egg hunt will be held at the
3 firehouse. That's it.

4 MR. MCLAUGHLIN: There are four
5 ordinances, all pertaining to the redevelopment zone.
6 I am going to introduce all four, with the
7 pre-supposition that Commissioner Cumiskey is going
8 to second them. We will then open the floor to any
9 comments, questions, concerns regarding any of them
10 before we take any action.

11 I would ask anyone who has anything to say to
12 step forward, if you don't mind, because we don't
13 have microphones throughout the hall here. So, we do
14 need your name, your address and, you know, then feel
15 free to make a statement or a question. To that end,
16 I would like to introduce Ordinances 2024-02, 03, 04
17 and 05. I will offer them.

18 MR. CUMISKEY: Second.

19 MR. MCLAUGHLIN: Before we take any action
20 on them, does anyone have any comments or questions
21 concerning these ordinances? Please step forward.

22 MR. NEISS: Good evening, members of the
23 council. As I think you may know, my name is Arthur
24 M. Neiss, N-e-i-s-s. I'm a member of the firm
25 Beattie Padovano. My firm represents the Allenhurst

1 Taxpayers' Association. I have -- I have a few --
2 actually, I have a few questions, and then I have a
3 few comments, if you'll entertain me for that.

4 First -- first things first, I think, as you
5 know, our PEW case in the Superior Court was
6 dismissed, and is now on appeal. My being here, I
7 just want to make clear that we don't waive any of
8 the claims in that action, and -- or, in the appeal.
9 The ATA has requested that I reiterate our prior
10 comments and position that the ATA has no objection
11 to the Affordable Housing component of the project.

12 With that, I have a few questions, and then
13 some comments. We submitted our letter dated
14 February 12, 2024. That was from my partner, John
15 Jay Lamb. If -- if you want, I can -- I have a copy
16 -- copies. I have two additional copies, if --

17 THE CLERK: Uh, yeah. I think we all -- I
18 think we all had gotten them too.

19 MR. MCLAUGHLIN: We'd actually gotten them
20 sent to us, which -- regardless of whether that was
21 proper or not. And also, we'll put this into the
22 record. Thank you.

23 MR. NEISS: I appreciate that. Thank you.
24 We -- the first question I have is, whether or not
25 the planner, Jennifer Bean, or someone from her

1 office, did any review memo of any of -- or, any
2 comparison of the 2024 plan that is being considered
3 and the 2023 plan?

4 MR. MCLAUGHLIN: May I? No, there's no
5 such memo.

6 MR. NEISS: Okay.

7 MR. MCLAUGHLIN: She was very much
8 involved of the drafting of the document, but there's
9 no review memo.

10 MR. NEISS: Is there any planning memo on
11 the consistency of this 2024 plan with the settlement
12 agreement?

13 MR. MCLAUGHLIN: There's no memo.

14 MR. NEISS: Or any changes to the
15 settlement agreement?

16 MR. MCLAUGHLIN: There are no changes to
17 the settlement agreement. They are in those changes
18 to the settlement agreement.

19 MR. NEISS: I have a different point of
20 view on that --

21 MR. MCLAUGHLIN: So, the difference --

22 MR. NEISS: And I'll express that in a few
23 moments. Ms. Bean was providing input to the borough
24 even though there was no memo or testimony tonight,
25 correct?

1 MR. MCLAUGHLIN: It's her -- it's her
2 plan.

3 MR. NEISS: So, she --

4 MR. MCLAUGHLIN: (Indiscernible) she
5 signed the plan.

6 MR. NEISS: Okay. And I am also correct
7 that she, Ms. Bean, serves as the planning consultant
8 for the borough in addition to the planning board?

9 MR. MCLAUGHLIN: No, that's incorrect.

10 MR. NEISS: Okay. Can --

11 MR. MCLAUGHLIN: The planning board has no
12 planner consultant. She is the borough planner.

13 MR. NEISS: She -- if my memory serves,
14 she testified at the November hearing on the plan?

15 MR. MCLAUGHLIN: Correct.

16 MR. NEISS: As the borough planner.

17 MR. MCLAUGHLIN: As the borough planner.

18 MR. NEISS: Okay.

19 MR. MCLAUGHLIN: Yes, sir.

20 MR. NEISS: Has anyone --

21 MR. MCLAUGHLIN: And it was her plan.

22 MR. NEISS: I --

23 MR. MCLAUGHLIN: Both the 2023 and the
24 2024.

25 MR. NEISS: Thank you. Has any -- ever --

1 anyone ever raised the issue -- well, forget that.

2 Are there any restrictions on -- on use applicable to
3 any of the three parcels, lake side, west side or
4 east side?

5 MR. MCLAUGHLIN: I'm sorry, I'm not sure
6 that I --

7 MR. NEISS: Do you have restrictions of
8 any kind?

9 MR. MCLAUGHLIN: I'm sorry. I'm not sure
10 I understand your question.

11 MR. NEISS: I -- it's pretty
12 straightforward. Are there -- is the borough aware
13 of any restrictions on those -- with regard to those
14 properties, whether environmental, deed restrictions
15 or any other kind of restriction? Was the -- were
16 title searches ordered?

17 MR. MCLAUGHLIN: On the properties that
18 don't belong to the borough? No, sir.

19 MR. NEISS: Okay.

20 MR. MCLAUGHLIN: They belong to Power
21 Station.

22 MR. NEISS: Okay.

23 MR. MCLAUGHLIN: As for the lake side
24 property, it's private property and there's no
25 restrictions on it.

1 MR. NEISS: Okay.

2 MR. MCLAUGHLIN: And my understanding is,
3 a Phase 1 environmental report was conducted, and
4 it's clear on the lake side property. I can't speak
5 to the other two. We don't own them. We've never
6 owned them.

7 MR. NEISS: Okay. I -- I know that later
8 tonight, this -- the board is considering a
9 reappointment of a redeveloper.

10 MR. MCLAUGHLIN: That's been carried
11 because an agreement hasn't been reached yet.

12 MR. NEISS: That will be one of my
13 questions, probably, for later. The -- I know that
14 the redeveloper -- or, at least I believe that the
15 redeveloper agreement is "on file in the office of
16 the clerk".

17 MR. MCLAUGHLIN: A draft is on file. It's
18 not been agreed to yet, so it's a draft.

19 MR. NEISS: Okay. But that -- that's
20 going to be carried tonight?

21 MR. MCLAUGHLIN: It's going to be carried
22 because we haven't come to an agreement yet.

23 MR. NEISS: Okay. In terms -- do -- do we
24 have a -- a new day --

25 MR. MCLAUGHLIN: I'm going to ask Matt to

1 put -- Matt's doing the negotiations. Matt, do you
2 (indiscernible) --

3 MR. JESSUP: Yeah. Our expectation is to
4 have that done, so that the resolution that's being
5 carried tonight will be considered at the next
6 borough administration (indiscernible). And as for
7 the resolution, the final (indiscernible) to an
8 agreement will be on file at the clerk's office
9 (indiscernible) for public availability in advance of
10 the meeting.

11 MR. NEISS: That's my question. Thank
12 you.

13 MR. MCLAUGHLIN: This -- it was on -- it
14 was on tonight's agenda because the special master in
15 the builders' remedy suit asked us to put it on the
16 agenda. We would not consider it until the agreement
17 is -- is agreed -- agreed upon by both sides, which
18 it hasn't been yet. So, it's being carried.

19 MR. NEISS: Okay, thank you. In my
20 partner's letter dated February 12th, which we've put
21 into the record again, I don't see the need to
22 reiterate everything that was said in that letter. I
23 would like to just cover some points that were made
24 for your consideration, because we do believe that
25 there are changes or differences between the

1 settlement agreement and the plan that is being
2 proposed. And I'm just going to -- I'm just going to
3 hopscotch over those quickly so I don't take a lot of
4 your time.

5 The -- the fact is that there is an obligation
6 of the borough and the planning board not to deviate
7 from the settlement agreement, and that assumes that
8 it would -- that the settlement agreement was not
9 changed. However, there are, in our view, at least,
10 a number of revisions to the plan that change or
11 modify the settlement agreement that have not been
12 approved by the court unless, of course, you can tell
13 me that there are other documents -- amendments to
14 the plan that we simply don't have, and I -- I don't
15 know the answer to that. But, are there any
16 additional documents? And if so, have they been
17 posted online?

18 MR. MCLAUGHLIN: No.

19 MR. NEISS: Okay. And I want to make it
20 clear on the record that the settlement agreement has
21 not been amended since the original settlement --

22 MR. MCLAUGHLIN: There is no change to the
23 settlement.

24 MR. NEISS: I just want to make it clear
25 on the record. Thank you.

1 MR. MCCLAUGHLIN: It is clear on the
2 record. I've already said it.

3 MR. NEISS: I wanted to note that there
4 appears to be an increase in the west side property
5 in height by 6.5 feet, for something that was termed
6 "ornamental architectural features". That was
7 increased from 10 feet to 16.5 feet, and that adds an
8 extra one and a half stories to the maximum height.
9 Under the -- the height allowed on the west side
10 under the settlement agreement was five stories and
11 65 feet.

12 We noted that the proposed increase is exactly
13 10% of the 65 maximum feet allowed. And it appears
14 that there was no intention to -- to exceed the 10%,
15 but it seems to us that there is -- that that
16 increase is rather substantial. The increase
17 appeared to be carefully orchestrated with no
18 indication or disclosure that it was a change or
19 different than the settlement agreement.

20 We therefore would like to lodge our objection
21 to the change in the settlement agreement height.
22 With regard to the height -- the increase in height
23 as a result of the rooftop amenity on Page 17, 11.5
24 feet are proposed, where it was 10 feet in the
25 settlement agreement. So, that was raised by 1.5

1 feet, or a height increase of 15%.

2 With regard to the east side, there's an
3 increase in maximum height as well. The maximum
4 height is shown in the proposed plan as 38 feet.
5 However, in the settlement agreement, it was 37.5
6 feet. The settlement agreement says, "The east side
7 townhomes are to be developed per the 2021
8 redevelopment plan, which provides a 37.5-feet
9 height, and the -- the 2024 -- the new plan now has
10 38 feet." So, that change has not otherwise been
11 disclosed.

12 With regard to the -- the west side, the
13 parking standard for four-bedroom units was added.
14 On the parking standards on Page 18, four-bedroom
15 units equate to 2.1 spaces per unit. That was added,
16 and that was not in the settlement agreement. We
17 note that the RSIS standards only go up to
18 three-bedroom units for a mid-rise garden apartment.

19 And we believe, and I think you would probably
20 agree that 2.1 spaces per bedroom for four-bedroom
21 apartments is too low and does not comply with the
22 RSIS. We might even go so far as to say that it
23 violates the RSIS. With regard to EV stations on
24 Page 19, it notes that it is a "new requirement".
25 Why was this requirement indicated as "new", but

1 other changes had no such designation?

2 MR. MCLAUGHLIN: Because it was missing in
3 the 2023 document.

4 MR. NEISS: Okay.

5 MR. MCLAUGHLIN: (Indiscernible) thank
6 you, sir.

7 MR. NEISS: It appears -- to us, it
8 appeared that it was trying to be slipped in.

9 MR. MCLAUGHLIN: Nope.

10 MR. NEISS: I'm just pointing out how we
11 -- by the way, you know, we analyze -- obviously, we
12 analyzed this very, very carefully. And when I think
13 about that, I have to consider, how does the public
14 analyze a document as an -- as closely as we did?
15 There -- there's nothing that's really available to
16 the public to assist in its review of the documents.

17 On Page 19 of the 2024 plan, it references EV
18 stations, signs -- sign size limits, sign lights,
19 lighting, lighting style, design practices and
20 residential-area signage. These are all new, and
21 they are not referenced in the settlement agreement,
22 nor were they -- based on our research, nor were they
23 based or found in the 2021 plan, which again, I think
24 was the foundation for the 2024 plan.

25 Another question that we had related to the

1 overlay zone, it -- it appears that there is no
2 parking for residential uses in the overlay zone,
3 something that we would -- we would ask you to
4 consider.

5 MR. MCLAUGHLIN: (Indiscernible) this
6 overlay zone requires 1.5 spaces per unit created in
7 the use of the overlay on-site in the zone. It's not
8 in the ordinance.

9 MR. NEISS: Do we know -- and I think I've
10 asked you this before. Do we know how many units --

11 MR. MCLAUGHLIN: No one knows. No one
12 could know. They're privately-owned properties that
13 may never be developed. So, zero is possible. Or,
14 each person could choose to develop, if they meet the
15 parking standards, some number of units. It is
16 impossible to make that calculation. No one knows.

17 MR. NEISS: And so, therefore --

18 MR. MCLAUGHLIN: (Indiscernible).

19 MR. NEISS: And therefore, it was not
20 analyzed as such --

21 MR. MCLAUGHLIN: It can't be.

22 MR. NEISS: And that's your point -- I
23 understand your point --

24 MR. MCLAUGHLIN: Thank you, sir.

25 MR. NEISS: You're welcome. I would get

1 -- I would have the same question for the southern
2 gateway as well, whether or not there's been any
3 analysis on how many residential units can be added
4 to that overlay zone. And I imagine that there's
5 been no analysis of that either? Would that be a
6 correct statement?

7 MR. MCLAUGHLIN: Both the properties are
8 privately owned. It is the same exact problem. It
9 might be zero. How many it could possibly be depends
10 on what the private owners choose to do.

11 MR. JESSUP: I think I would just add, you
12 do know, of course, how many additional affordable
13 housing units the borough has to -- it -- it has to
14 provide zoning for to try to satisfy its
15 (indiscernible) number, all right? That is it a
16 well-documented and known number, 64 units at the --
17 at the Power Station is built. So, we do all know
18 how many additional affordable housing units we need
19 to provide a realistic opportunity for development
20 of. Or, we know that number.

21 We know -- we also know, per the zoning
22 ordinances, how many units per acre can be developed
23 if that opportunity so arises in each of the
24 applicable zones. And we also know, of those units
25 that are development, comma, if any, right, what

1 percentage of those units have to be affordable. So,
2 we all know the formula for how we satisfy our
3 64-unit shortfall.

4 What we don't know, I think Dave is absolutely
5 right, is whether one property or 100 properties,
6 that -- where a private owner decides that they want
7 to develop it in a way that provides for additional
8 units that would now allow for the affordable housing
9 units in accordance with the unit per acre that we
10 know and the percentage of affordable housing that's
11 required.

12 So, we know everything except for which
13 develop -- which property owners are going to want to
14 develop their property, and which ones are not. And
15 as they come to us, we know exactly what -- it's
16 like, hopefully that's helpful to the public, because
17 that does provide that (indiscernible) number.

18 MR. NEISS: Thank you. I appreciate that.
19 Getting back to the plan, on Page 29, there's a
20 reference to "porches". And those were added with a
21 minimum area of 110 square feet. That was not in the
22 settlement agreement. On the terms sheet of the
23 settlement agreement, it says that the townhomes are
24 to be developed from the 2021 plan. But on our
25 review of that 2021 plan, the 110 square foot minimum

1 area is not provided for. We may not have an issue
2 with that, but we wanted to try and understand what
3 the reason was for that change.

4 MR. MCLAUGHLIN: Same law as before.

5 MR. NEISS: Which is?

6 MR. MCLAUGHLIN: Failed -- failed to
7 appear at the 2023 plan. And a detail needed to be
8 provided so we know what gets filled.

9 MR. NEISS: Okay.

10 MR. MCLAUGHLIN: That's what it says. So,
11 the detail was missing from the 2023 plan.

12 MR. NEISS: So -- and I don't want to
13 argue. But the fact of the matter is that -- was
14 there -- was there an ability on the part of the
15 public to discern that change?

16 MR. MCLAUGHLIN: No. It was an exercise
17 of Paragraph 4.2 of the settlement agreement, which
18 --

19 MR. NEISS: Which --

20 MR. MCLAUGHLIN: -- which I'm sure you've
21 read. As, by the way, are all of these changes.
22 They're all an exercise of Paragraph 4.2 of the
23 settlement agreement.

24 MR. NEISS: With regard to the reference
25 to the lake side property and "public lands", that

1 concept is not mentioned anywhere in the settlement
2 agreement. The public lands inclusionary district is
3 not provided for in the 2021 plan, and there are no
4 express provisions made for any of the bulk standards
5 such as setbacks.

6 MR. MCLAUGHLIN: Do you know why it's not
7 in the 2021 plan?

8 MR. NEISS: Oh, I'm here to ask that
9 question.

10 MR. MCLAUGHLIN: I'm here to tell you the
11 answer, because we weren't giving up the public lands
12 in the 2021 plan. It was the challenge of the 2021
13 plan by your client that caused the 2021 -- 2021 plan
14 to have to be scrapped. And as a result, in order to
15 get compliance and provide affordable housing, the
16 borough has had to give up its land, the public
17 lands, in order to find a way to get 23 affordable
18 housing units in this project.

19 MR. NEISS: I understand that.

20 MR. MCLAUGHLIN: That -- that's why it
21 wasn't in the 2021 plan, because we weren't giving up
22 lake side. We were also getting a \$1 million offset
23 contribution in the 2021 plan that disappeared
24 because of the challenge to the 2021 plan.

25 MR. NEISS: Okay.

1 MR. MCCLAUGHLIN: Mr. Neiss, do you have
2 anything else? Because I would like to get the
3 public if they have questions or comments.

4 MR. NEISS: I'm almost done, actually.
5 Thank you. The overall site layout on Page 24 of the
6 2024 plan was not in the settlement agreement.
7 Paragraph states and acknowledges that it was added,
8 and did not exist. And obviously, this was prepared
9 by Power Station's engineer. This is just another
10 example of calling out some of the provisions that
11 were "added", but did not so reference this in -- in
12 -- as as change, other addition or revision.

13 The last comments I'm just going to make were
14 previously raised in our PWI, which is just asking
15 you to consider the fact that as a borough, you can
16 be empowered to affect a change to the settlement
17 agreement that benefits the people of the Borough of
18 Allenhurst. Right now, it looks to me, and I'm --
19 I'm editorializing, but it looks to me like the
20 borough is marching to the tune of the developer.

21 There are some changes, and we would ask you
22 to consider some of these changes as part of your
23 consideration. The summer moratorium, we have strong
24 objections to ignoring the summer moratorium. We --
25 we would recommend that the moratorium apply for a

1 shorter period of time in the summer to allow the
2 borough residents some peace even if it is not as
3 long as the summer moratorium period as set forth in
4 your ordinance. It's a compromise. It can be
5 achieved.

6 We would ask that you try to put a limit on
7 how long this project will take, that the redeveloper
8 should expedite construction so that the project
9 doesn't run on for year after year after year. There
10 are a number of safeguards that could be used to
11 expedite construction and the start date, and we
12 would ask that this -- this body consider those.

13 We also believe that the demolition ordinances
14 are applicable. We would recommend that the
15 demolition process ordinances be applied to the west
16 side parcel. We don't have any objection to the east
17 side parcel demolition. We do still maintain that
18 the existing historic building can and should be
19 preserved. We believe it may not be officially
20 designated as a historic site, but it was recommended
21 to be preserved and not demolished in the two prior
22 redevelopment plans. This would cause the project
23 not to lose units, and may even add to the number of
24 units.

25 The next item relates to the beach club. We

1 believe that the beach club should be addressed with
2 off-site contributions, or at least an expansion
3 plan. One of the important jewels of the borough is
4 the beach club. We recommend that you suggest that
5 the borough have some type of expansion or
6 improvement, or plan on dealing with what is probably
7 going to become a 32% increase in the population of
8 this borough. In our experience, developers are
9 often required to pay for off-track improvements, and
10 we believe that the beach club is one of them.

11 MR. MCLAUGHLIN: Mr. Neiss, I'm going to
12 ask (indiscernible).

13 MR. NEISS: And I only have two more
14 comments to make.

15 MR. MCLAUGHLIN: Okay, thank you.

16 MR. NEISS: In summary, the planning board
17 and the borough have no obligation to approve of
18 changes to the prior approved settlement agreement.
19 There is road to get some concessions and changes
20 that will benefit this borough.

21 MR. MCLAUGHLIN: Thank you, Mr. Neiss.

22 MR. NEISS: Thank you.

23 MR. MCLAUGHLIN: Before I open it up for
24 any other questions or comments, I'm going to take a
25 couple of minutes. I do appreciate -- I do

1 appreciate revisionist history, one of my favorite
2 ones to listen to. As a reminder to everyone here in
3 the room, first of all, there are members of the ATA
4 who tried to buy the very property we're talking
5 about, were outbid, and frankly, are pissed. But
6 we'll let that go.

7 Secondly, we had a deal in principle with the
8 redevelopers for 108 units, 10% set aside for
9 affordable housing, \$1 million donation for off-site
10 improvements, all of which we could do. But in 2020
11 or -- I think it was 2020, I and the -- Terry Bolan,
12 rest in peace, and the mayor were at a firehouse.
13 And everyone said, "Please listen. Please listen to
14 all of us. The community has a lot of people in real
15 estate who are very smart."

16 And a lot of them, they are in real estate,
17 and they are very smart. But they aren't smart
18 enough for this, because we got -- what we got hit
19 with after the fact, now a builders' remedy lawsuit,
20 which then took our knees out from under us. And
21 also, announced to the entire state that we didn't
22 have affordable housing. So now, our 10% became a
23 20%, and we had to give away the part.

24 So, to think that we didn't ask for
25 concessions is mind-blowing to the lawyers of Beattie

1 Padovano, who another member of the ATA has used in a
2 private development and who -- that was very proud,
3 someone mentioned to me, they hung up my development
4 for 10 years. Good, because we had very good
5 attorneys.

6 But right now, the only thing I am marching to
7 is a court-ordered settlement. This is not -- you
8 didn't get everything what you want. What it is is,
9 this is a court-ordered settlement. And if you don't
10 do this, it's going to up a builders' remedy lawsuit
11 again, and 245 units, where we have no say, are going
12 to be built. And I don't know how much clearer I can
13 make that.

14 Having said that, I will turn to Matt or to
15 Dave, just to clarify or correct me if I said
16 anything wrong. But the revisionist history that
17 Beattie Padovano's attorneys are giving you is wrong.
18 And they're going to sue us. They have already
19 increased all of our taxes with the lawsuits that
20 they're throwing out. You know, we have increased
21 our legal fees in this town by 300%. Just keep that
22 in mind. Anyway. Matt, Dave.

23 MR. MCLAUGHLIN: The only thing I would
24 add is, just to be clear, the -- yes, the ATA filed
25 -- has a complaint challenging these -- the

1 settlement. Yes, the court heard a motion for
2 summary judgement and frankly, dismissed the case
3 (indiscernible) with prejudice. Yes, they filed an
4 appeal, but they did not ask the court to stay the
5 order of fairness, which requires this board and this
6 town to adopt the four ordinances that are waiting
7 for a file (indiscernible).

8 We were supposed -- the borough was supposed
9 to have that done in (indiscernible) from the date of
10 the order. The date of the order was July 31st,
11 2023. We were supposed to have that done by October
12 29th. We are now 100 days -- 107 days late. There
13 isn't a choice. These gentlemen are up here
14 willy-nilly, deciding this on their own accord.
15 They're under a court order. They have to approve
16 these ordinances, have to.

17 It's a court order. We wish the ATA great
18 success in their challenge to that court order. But
19 they didn't get a stay on it, so these gentlemen have
20 no choice. Either they vote and approve these
21 ordinances, or the borough is in contempt of court.
22 It's easy for me, as their lawyer. They have no
23 choice. They have to follow the court order, which
24 again, they've already missed by 107 days.

25 So, it's the (indiscernible) later

1 (indiscernible). There is no putting this off. It
2 can't wait until later. We've already stretched the
3 court order and doubled the time limit the court
4 wanted us to take. They have to take action. It's
5 not -- it's not an option. So, with that fact, I'm
6 going to turn it over to Richard and Matthew, if they
7 have --

8 MR. JESSUP: Commissioner, I would just
9 add that -- yeah, the settlement agreement, it's just
10 that, right? Two parties have litigated. We've
11 worked very closely and tirelessly on a settlement.
12 Did we get everything we wanted? Of course not. Did
13 the developer get everything they wanted? Of course
14 not.

15 But in the end, we worked to get a project
16 that was acceptable to the developer, was acceptable
17 to the court, was acceptable to our constitutional
18 obligation that every municipality in the state of
19 New Jersey has to provide affordable housing, which
20 we were deemed not to be doing, which is why we have
21 the obligation to construct this project.

22 But to still construct a project that did, as
23 best as we could, satisfy the requirements of the
24 commissioners (indiscernible) the court to settle,
25 this is not something where, you know, some of these

1 things were not considered. They were not traded
2 back and forth. This was ultimately where the dust
3 settled on a project that both parties in any
4 settlement could agree, and move forward on and,
5 under the court's order, to satisfy our
6 constitutional obligation.

7 MR. MCLAUGHLIN: And there's only one
8 other thing I would like to add, and this goes to Mr.
9 Neiss's comments. Yes, the 2024 plan has additional
10 details that was always contemplated by the
11 settlement. If you look at Paragraph 4.2 of the
12 settlement agreement with Power Station, it was
13 always anticipated that the parties would work to
14 refine the details, as any development of a project
15 required.

16 The changes that show up in the 2024 plan were
17 meticulously mapped out to make sure that they
18 complied with the settlement agreement. And when
19 they don't, it's because the details weren't
20 available at that time, and it's an app -- it's an
21 Application 4.2, providing the details. So yes,
22 there are additional details.

23 MR. MCLAUGHLIN: As -- as --

24 MR. MCLAUGHLIN: Is there anyone else who
25 would like to come up with questions or comments? I

1 ask you just to come forward, please. Again, it's a
2 microphone in front. I just need your name and
3 address, please, if you don't mind. Seeing none --
4 all right. Please?

5 MR. SABBABH: Joseph Sabbah, 101 Corlies
6 Avenue. Have they ever presented any estimates for
7 the tax revenue -- tax revenues that this project
8 would -- would create for the town, whether these tax
9 revenues create a subsidy for the town or for future
10 tax increases? Has that ever been presented? Have
11 they ever presented also the possible, you know,
12 price ranges we might expect for housing, for the
13 condos, for the range of rents, et cetera? Has any
14 of that been presented?

15 MR. JESSUP: So, the answer is yes to both
16 of those. That's part of the settlement process. We
17 negotiated the pilot payment in lieu of taxes that
18 the developments will pay. I'll come back to those
19 in a minute. And as part of, really, I would say the
20 original negotiation, I believe (indiscernible)
21 pre-COVID during the lawsuit, we had seen performance
22 from the developer which shows assumption in terms of
23 rents, sale prices, et cetera, so that we could
24 evaluate what a fair pilot was. Obviously, I haven't
25 looked at those numbers in quite a while. I can pull

1 them up if --

2 MR. SABBAH: If you could pull them up,
3 even if it's just a draw -- just a drawing --

4 MR. JESSUP: Yeah, let me -- let me just
5 take you through the pilot, because I think that will
6 provide an order of magnitude as to the benefit,
7 right? So, for the east side and the west side,
8 forget the affordable housing component. But for the
9 market rate projects on the east side and the west
10 side, the pilot is equal to 95% of conventional
11 taxes.

12 So, if you think about the conventional tax
13 dollar in the borough, right, for every tax dollar
14 (indiscernible) non-pilot resident pays, like the
15 commissioners, for example, of that \$1, the borough
16 keeps 19 -- 20 --

17 A VOICE: 20?

18 MR. JESSUP: No, not --

19 A VOICE: Like, what percentage would set
20 back --

21 A VOICE: The municipal share is about
22 50%. Municipal's about 30 and --

23 MR. JESSUP: Okay. So, you -- so, the
24 borough -- the municipal budget keeps about 30 cents
25 out of every tax dollar that every resident pays of

1 its taxes, right? And the balance, 70% of your tax
2 dollars, goes to other taxing (indiscernible) other
3 than the borough. In -- with respect to this
4 redevelopment project, 95% of the pilot value goes to
5 the (indiscernible), right? And the pilot dollar is
6 equal to 95% of conventional taxes. So, that's a
7 significant shift of tax dollars going from other
8 taxing issues to the municipal --

9 MR. SABBAAH: That's to trade it back. So,
10 formulaically, have you ever figured it -- figured it
11 out, what kind of subsidy that would act -- that
12 would do for the -- for the town? Would it stabilize
13 taxes at flat (indiscernible), plus 10%, minus 10%?
14 Has that formula ever been, you know --

15 MR. JESSUP: So, related to -- again, I
16 can pull it up. But we do have schedules that show
17 what the anticipated new revenue, added-in revenue,
18 is to the borough.

19 MR. SABBAAH: Right. So, at least that
20 should be presented, because if we are now going to
21 be moving forward with this project, and we just want
22 to know what type of income it's going to generate,
23 what type of tax revenues, how it's going to
24 stabilize things versus the outflow of it. So, I
25 think that should be presented just, you know, sent

1 out in simple emails, estimates to perform --

2 estimates, I think, is a -- is a --

3 MR. MCCLAUGHLIN: And to your question, in
4 2020, when we were first talking to the developers
5 and before the builders' remedy lawsuit, they were
6 thinking that the townhouses back then were somewhere
7 between \$900 and \$1.3 million.

8 MR. SABBAH: Okay. So, that has to be
9 regenerated back to -- what would that mean for the
10 borough? I mean, would that be stabilizing the
11 factor for all future, you know, for the next three
12 years, five years?

13 MR. JESSUP: Yeah, I -- as I
14 (indiscernible) information. As for broadcasting
15 that information, a couple things. One, I do recall
16 going through the detail when I -- when it was part
17 of what we knew we were going to talk about, right,
18 at one of the firehouse meetings, where we had 100+,
19 200 people, whatever it was at that meeting. We did
20 go through that. So that, I know, has been put out
21 at least once.

22 It will typically be put out again when we
23 talk about the financial agreements, which are the
24 agreements between the borough and the developer, and
25 memorialize the terms of that pilot, which are

1 coming, right? Next -- next meeting, we adopt the
2 redevelopment agreement. After that, we adopt the
3 financial agreement (indiscernible). So, it's a
4 sequential order to all of this.

5 And certainly, in the meantime, I defer to the
6 commissioners and to Donna, who we can certainly
7 figure out a way to -- to put that summary in for
8 each of the (indiscernible). Again, for the benefit
9 of everybody, so they can see that -- that
10 (indiscernible) --

11 MR. SABBAAH: And are -- is there, like, a
12 price range of what they expect, you know, the condos
13 to be selling for, apartment rentals, you know, any
14 subsidized properties --

15 MR. JESSUP: Again, I know the
16 commissioner just mentioned the townhouses --

17 A VOICE: The townhouses were --

18 MR. JESSUP: They have not decided whether
19 or not they're going to sell the condos or they want
20 to rent the condos. But we have put into place that
21 you have year-long rentals. You can't do, you know,
22 you can't -- just summer or things like that, because
23 we didn't want to -- obviously, we want to keep this
24 to be a community.

25 A VOICE: Back then, it was about \$1

1 million, I believe. And since then, I will just tell
2 you, they saw the average -- the average -- average
3 assent value in Allenhurst right now is \$2.5 million.
4 So, I'm assuming that 9 to \$1 million has definitely
5 going to be, you know, increased.

6 MR. SABBAAH: What -- is there a number of
7 -- of students that, if new, you know, new housing --
8 new tenants in the apartments or in the condos,
9 you're going to find some of these people are going
10 to be using the school system. Not the Asbury school
11 system, but the Ocean Township school system. Is
12 there a certain amount of number that we have to sort
13 of get past before we get included into the Ocean
14 Township school system, and our tax pace has a
15 different --

16 MR. MCLAUGHLIN: We will never be included
17 in the Ocean Township --

18 MR. SABBAAH: Which -- which township --

19 MR. MCLAUGHLIN: Right now, we are at Long
20 Branch, but it's a (indiscernible) seed relationship,
21 and on a per-student basis that equates to -- I want
22 to say it's about \$15,000 per student.

23 MR. SABBAAH: So, \$15,000 per student. So,
24 that's another potential liability. You have 15
25 students, 20 students --

1 MR. MCLAUGHLIN: I don't disagree with
2 you.

3 MR. SABBAH: We have \$300,000 --

4 MR. MCLAUGHLIN: And as a reminder, when
5 we only had 10% affordable housing set back then, it
6 made me feel a lot better than the 20%
7 (indiscernible) with now.

8 MR. SABBAH: I agree. Right, right. I
9 agree. Okay. So, that's another fact. So, it's
10 basically (indiscernible) -- \$15,000 -- okay, thanks.

11 MR. MCLAUGHLIN: Thank you, Mr. Sabbah.
12 Any other questions or comments or thoughts? Having
13 said that then, I'm going to ask for a vote on the
14 ordinances 2024-02 through 2024-05. I vote aye.

15 MR. CUMISKEY: Aye.

16 MR. MCLAUGHLIN: And the mayor's not here.
17 They pass. Accept the agenda -- let's go -- accept
18 the agenda, 2024-55, 2024-66. I'll call for that?

19 MR. CUMISKEY: Second.

20 MR. MCLAUGHLIN: All those in favor? Call
21 for a resolution, 2024-68, approving bills and
22 payroll totalling \$847,009.95. I'll offer it.

23 MR. CUMISKEY: Second.

24 MR. MCLAUGHLIN: All those in favor?

25 MR. MCLAUGHLIN: Aye.

1 MR. CUMISKEY: Aye.

2 MR. MCLAUGHLIN: On resolution 2024-67, as
3 mentioned earlier, designating a redeveloper is being
4 carried to the next meeting. That being said, before
5 I open it up for general items of discussion for the
6 town, I did have a question for our head of DPW, if
7 you can give me just an update on the timeline of the
8 boardwalk, and the timeline of the new liner for the
9 pool, please.

10 A VOICE: I -- I can give you a timeline
11 --

12 MR. MCLAUGHLIN: Okay.

13 A VOICE: Right now, the -- prior to
14 meeting here, he met with the -- the timeline that
15 was sent out is, right now, the -- they are targeting
16 the end of March, middle of April, for them to finish
17 the boardwalk, and the railings should be coming in
18 approximately that time too. So, bearing in mind we
19 don't have another snowstorm or, you know, bad
20 weather, I think it's looking more towards --

21 A VOICE: First week of April, roughly?

22 A VOICE: I would say mid-April.

23 A VOICE: Okay.

24 A VOICE: But again, I (indiscernible)
25 will keep you up to date on that.

1 MR. MCLAUGHLIN: Excellent. Pool liner?

2 A VOICE: Pool liner, the -- the team is
3 supposed to come at the end of February, and they can
4 start doing all their felt work on the
5 (indiscernible) work. And they're printing right
6 now, the new liner. So, they'll lay the liner in,
7 and then the (indiscernible) goes in to hold the
8 metal (indiscernible) up. So, we should be starting
9 to put the liner in about the end of February.

10 MR. MCLAUGHLIN: Okay. And then, when
11 will you test the pipes again? When do you -- when
12 do those get fired up, end of -- end of March?

13 A VOICE: No, we usually fire up the pumps
14 in the beginning of April.

15 MR. MCLAUGHLIN: Got it, okay.

16 A VOICE: That's -- the fear is that if we
17 go any sooner, we'll have to keep draining the
18 (indiscernible) the ice.

19 MR. MCLAUGHLIN: Okay.

20 MR. CUMISKEY: The -- the repairs to the
21 -- to the lockers, when is that going to --

22 A VOICE: How has -- Billy has -- all
23 doors have been repaired for -- all the locks have
24 been checked. All the new keys have been made. He's
25 got one more day left on the pegs on the interior of

1 the lockers. The wood came in end of last week of
2 (indiscernible), but we just decided to press on with
3 the -- with the pegs to knock those all out. And
4 then, the top varnish should go (indiscernible). We
5 already did the ones that you have in your approved
6 design, that's -- we made it in such a way that we
7 can basically make all of the walls, and then just
8 cut the (indiscernible).

9 MR. CUMISKEY: Thank you. Do you have
10 anything else?

11 MR. MCLAUGHLIN: No.

12 MR. MCLAUGHLIN: Open to the public for
13 any questions, comments, concerns.

14 MR. ADJMY: Alex Adjmy. On -- on the
15 boardwalk, is any detail on what is being done? I
16 understand that the boardwalk took a \$1.8 million
17 loan out to basically repair or replace. Is there
18 details on what is being done for that amount of
19 money on the boardwalk? Is it just changing the --

20 A VOICE: It's all ipe a quarter of a mile
21 down for about the entire structure. It's the
22 handrails that you see through Asbury Park, Ocean
23 Grove, Spring Lake, have the towns' name on the
24 railing going all the way down, putting new
25 streetlights up, and then putting the new brick face

1 in. It sounds like a lot and I'm not going to
2 (indiscernible) with you --

3 A VOICE: And all new piles --

4 MR. MCLAUGHLIN: And all new piles --

5 MR. ADJMY: So, the whole structure is
6 being (indiscernible) --

7 A VOICE: (Indiscernible) as well --

8 A VOICE: (Indiscernible) the concrete --

9 A VOICE: (Indiscernible) and like you, I
10 saw that in my math problem. But again, in the
11 business we're in, we have to pay per pail and wage.
12 You can't, you know, you have to go (indiscernible)
13 --

14 A VOICE: (Indiscernible) allowed to --
15 cable -- cable, fiber optics (indiscernible) --

16 MR. ADJMY: So, it's basically a total
17 renovation of the entire boardwalk structure, the
18 wall --

19 A VOICE: (Indiscernible) --

20 A VOICE: (Indiscernible) take out the
21 sand, the (indiscernible) --

22 A VOICE: (Indiscernible) all the electric
23 underneath, all the electric will be renewed. So,
24 it's all new conduit, all new wires, all new poles,
25 all new heads. It'll all be LED, and for the -- if

1 anybody here lives by the boardwalk, you got some
2 lights so that it won't shine into your residence.
3 We had complaints.

4 We put in new conduits for fiber optics in
5 case of -- we had wanted to upgrade the Internet down
6 at the cabanas. We put in a whole other line just in
7 case we ever have to run something else down there.
8 And, like they were saying, we replaced every piling,
9 every trigger, every (indiscernible) everything is
10 new --

11 A VOICE: Including the structural wall?

12 A VOICE: Yes --

13 A VOICE: They had replaced and repaired
14 --

15 A VOICE: Not the -- not the seawall --

16 A VOICE: Not the seawall, the one on the
17 street.

18 A VOICE: Yes, yes.

19 A VOICE: And the ipe that -- like he
20 said, that's 897 feet of wood. That's over \$3,000,
21 just in wood. And every part of those boards, every
22 hole in there has to be independently drilled by
23 hand, and there's standards (indiscernible). So, it
24 won't last forever. It certainly won't.

25 MR. ADJMY: Thank you.

1 MR. MCCLAUGHLIN: Sure, absolutely. Thank
2 you. Any other questions? Please, Joe.

3 MR. DURECK: Hi, everybody. Joe Dureck,
4 Allen Avenue. I --

5 MR. MCCLAUGHLIN: What's your number on
6 Allen, just so we can write --

7 MR. DURECK: 117 Allen Avenue. There was
8 a -- I don't know how far. I think it's preliminary,
9 about stopping garden work, outdoor work on Sundays.

10 MR. MCCLAUGHLIN: That wasn't -- that
11 hasn't been brought up in quite a while.

12 MR. DURECK: It's brought up --

13 MR. MCCLAUGHLIN: I -- I'm happy to address
14 it. But from two years ago, maybe three years ago in
15 the middle of the pandemic, there was some discussion
16 about, is there a day that we should not do any work
17 because the leaf blowers are constant.

18 MR. DURECK: Right.

19 MR. MCCLAUGHLIN: And there was quite
20 amount of blow -- there was quite a lot of blow-back,
21 and it died on the vine. As I --

22 MR. DURECK: Well, that's from -- from the
23 vendors, from the gardeners?

24 A VOICE: No, it's (indiscernible) -- so,
25 what happened -- yeah. See, you have a good memory.

1 So, we were asked to do it and they just randomly
2 picked Saturday. But that kind of got in discussion
3 of why Saturday, not Sunday, and --

4 MR. DURECK: Oh, why Saturday, not --
5 okay.

6 A VOICE: Yeah. So it was, you know --

7 MR. DURECK: Right.

8 A VOICE: -- and I don't think there was
9 any objection not to do it. The only thing is to not
10 do any work on the weekend other -- other blow-back
11 we got from, you know, because --

12 MR. MCLAUGHLIN: Some homeowners were
13 like, that's the only time I can --

14 A VOICE: That they can -- because some
15 homeowners --

16 MR. DURECK: Oh, that homeowners could do
17 their own work.

18 A VOICE: Yeah, they like to --

19 MR. MCLAUGHLIN: (Indiscernible) don't
20 have to (indiscernible) --

21 A VOICE: -- actually mow their grass, so
22 --

23 MR. DURECK: Right, so you can do your own
24 work, but not bring in the trucks. I would like of
25 course if it's Saturday and Sunday, let's have a

1 clean weekend. But my other question was, I have
2 heard about numbers of towns out in the west, out in
3 California, banning gas powered devices and forcing
4 the vendors to change over to electrics, which are
5 apparently quieter and -- and has that ever been
6 brought up?

7 MR. MCLAUGHLIN: It hasn't. It hasn't,
8 but that's an interesting idea. I don't know how --

9 MR. DURECK: Sooner or later, all those
10 machines are going electric. We know it. But if you
11 -- if you force it, if you give them three years to
12 do it or two years to do it, something like that.
13 But I know there were towns that have converted to
14 electric power.

15 A VOICE: (Indiscernible) we heard this in
16 other towns that did it, that (indiscernible) --

17 MR. MCLAUGHLIN: Well, actually, did it
18 work in a week? Is it horrible, is --

19 MR. DURECK: So, from what I understand,
20 the only town that has done it in New Jersey is
21 Princeton, and they didn't ban everything gas because
22 gas lawnmowers, especially the, you know, big ones --
23 most people have gardeners. It's very prim. But the
24 loud thing that people found obnoxious was the
25 blowers --

1 A VOICE: Yeah, the blowers. Yeah, the
2 leaf blowers.

3 MR. DURECK: They did a program of
4 supplying vendors with electric leaf blowers and if
5 there's a certain number of ones in -- in town, and
6 providing batteries. I haven't looked into that. I
7 have -- I (indiscernible) --

8 A VOICE: Did it not work?

9 MR. DURECK: From what I understand, it
10 did, but I don't know how successful.

11 MR. MCLAUGHLIN: Well, listen. I like the
12 idea you have. I'd be on board. But I -- I don't
13 know if I (indiscernible) leaf blowers.

14 MR. MCLAUGHLIN: They're going
15 (indiscernible) almost everywhere.

16 A VOICE: (Indiscernible) --

17 A VOICE: (Indiscernible) it was ever
18 (indiscernible), I think everybody would be --

19 MR. MCLAUGHLIN: All right --

20 A VOICE: (Indiscernible) and just coming
21 up with a day, because when we said Saturday, then
22 there was people who were like, why are you picking
23 Saturday? And then it was Sunday, you know, and then
24 there was people that said, well, I -- I actually
25 enjoy a -- I don't know who those people are. I know

1 it's definitely not my husband, I enjoy cutting my
2 own grass and I work during the week. So, I think
3 there was a point where what -- what day do you pick,
4 or how do you do it to make everyone happy? That --
5 that was one of the points --

6 MR. DURECK: So, and -- and going back to
7 just one of the things that was mentioned, and
8 previously was about the beach access and increasing
9 the town by however many apartments, however many
10 families and the beach itself, oh my God. Everyone
11 here is going to definitely come to Allenhurst. Do
12 we have a limit? Is there a -- a numerical limit
13 that -- that we have at the Allen Avenue entrance, at
14 the Cedar Avenue entrance, or Corlies? Is -- do we
15 count people that come on the beach? I know there
16 are some other beaches that stop, that's it, no more
17 for the day.

18 MR. MCLAUGHLIN: We -- we do count -- we
19 do count, and we generally leave it up to the head
20 lifeguard and the manager when they look at it and
21 they're like, this is insane. Now, we've got to
22 stop. And then, they will just stop selling tickets.
23 Having said that, as a, you know, a locker or a
24 member, it's not -- I can't stop you from, you know,
25 bringing 10 of your friends to --

1 MR. DURECK: No, I understand. But is
2 there -- is there some number somewhere --

3 MR. MCLAUGHLIN: Yes, yes.

4 MR. DURECK: -- it's a regulation, no more
5 than X --

6 MR. MCLAUGHLIN: It's not (indiscernible)
7 a set number. It's a visual, because there used to
8 be back in the 70s, I want to say, or early 80s, it
9 was 100, you know, 100 pairs of feet or something on
10 the beach after -- you had to guarantee that many.
11 And obviously, clearly we go well above that.

12 MR. DURECK: Right.

13 MR. MCLAUGHLIN: So at this point, we do
14 -- and I think it has happened at least on one or two
15 occasions --

16 A VOICE: It did happen, I know, on --

17 MR. DURECK: Where we stopped, where the
18 people are coming down and then sorry, we're -- we're
19 full?

20 MR. MCLAUGHLIN: We stopped -- we stopped
21 selling --

22 MR. DURECK: The beach is full.

23 MR. MCLAUGHLIN: Yeah, we stopped selling
24 the daily --

25 A VOICE: Stopped selling daily and --

1 MR. MCLAUGHLIN: But we don't stop members
2 from bringing their --

3 MR. DURECK: Right. So, there -- there is
4 a number somewhere, but -- okay. That's all right.

5 A VOICE: (Indiscernible) by a member --

6 MR. MCLAUGHLIN: And a lot of times, it's
7 based on -- on --

8 MR. DURECK: On the day?

9 MR. MCLAUGHLIN: -- well, on the beach. I
10 mean, you look at the beach now compared to how the
11 beach is going to look in May, right? You know,
12 right now it's looking a little thin. And if we, you
13 know, 60 days, it's going to get bigger --

14 MR. DURECK: We're going to groom the
15 beach? We're going to push the sand down. Is that
16 what happens?

17 MR. MCLAUGHLIN: We always groom the beach
18 to make it look good.

19 MR. DURECK: Right, right, right. Okay.

20 A VOICE: We can't groom it
21 (indiscernible) --

22 MR. DURECK: Yes.

23 A VOICE: -- to groom the beach with the
24 DEP probably around --

25 MR. MCLAUGHLIN: They're only allowed to

1 go north to south. They're not allowed to go eas to
2 west.

3 MR. MCLAUGHLIN: We can't -- we can't
4 (indiscernible) --

5 A VOICE: It's against federal law. Don't
6 ask.

7 MR. MCLAUGHLIN: It's a state law. Is it
8 a state law, or is it federal?

9 A VOICE: Well, because the --

10 A VOICE: It's state, with the fact that
11 -- it's all the DEP --

12 A VOICE: And with all the -- because we
13 got the replenishment, there's only certain --
14 there's all these rules because we got that
15 replenish, you know, with (indiscernible) we got the
16 replenishment. There's only certain things you're
17 allowed to do and not, you know, they're very, very
18 strict. You can't have birds --

19 A VOICE: When was the replenishment?
20 When was the replenishment, and when do we do it
21 again?

22 A VOICE: The replenishment --

23 A VOICE: Two years ago.

24 A VOICE: Two?

25 A VOICE: Well, the --

1 A VOICE: It was the second time. This
2 was the second time.

3 A VOICE: Yeah, the second time.

4 A VOICE: The first one was after Sandy,
5 and it --

6 A VOICE: Right, after Sandy is when it --
7 it exploded, and then we did it again two years ago
8 --

9 A VOICE: When the Army Corps says you're
10 going to do it -- you've got to do it --

11 A VOICE: (Indiscernible) turn around
12 (indiscernible) --

13 A VOICE: Yeah, and just (indiscernible)
14 -- following the Army Corps with that. When they
15 come, we'd be like that --

16 A VOICE: It's up to them.

17 A VOICE: You can't say "no, we don't want
18 it" because when we accepted it way back when, we
19 signed that agreement --

20 MR. MCLAUGHLIN: The town was required,
21 and in fact even some of the private property owners,
22 were required to give easements to the state of New
23 Jersey and the DEP, and the Army Corps. So, they're
24 -- the Army Corps and the --

25 A VOICE: I was going to say,

1 (indiscernible) --

2 MR. MCLAUGHLIN: -- easement all the way
3 across -- Mr. Adjmy, you just bought 2 Allen. You
4 know it, because it shows up in your title search.
5 It's a -- there's an easement that runs across the
6 entire beach for the --

7 A VOICE: So the army can run a rough shot
8 over the beach --

9 MR. MCLAUGHLIN: Pretty much, yes, and
10 it's either you do the easements or you don't get the
11 replenishment.

12 A VOICE: Right.

13 MR. MCLAUGHLIN: It's the price of doing
14 the replenishment. They get -- they give --
15 essentially, the -- it's -- it's a -- it's a question
16 mark. It's do the easement, or don't get the
17 replenishment. That's (indiscernible) --

18 A VOICE: And that's --

19 A VOICE: (Indiscernible) insurance.

20 A VOICE: And the replenishment is, do the
21 replenishment when we offer, or you're never going to
22 get it again.

23 A VOICE: Correct.

24 A VOICE: And we said yeah, we kind of
25 (indiscernible) --

1 A VOICE: Yeah, they would excuse it --

2 A VOICE: But it's up to them. It's up to
3 them.

4 A VOICE: It's up to them, yeah.

5 MR. MCLAUGHLIN: It's up to them,
6 essentially. And there's nothing that the town can
7 do to force or change that --

8 A VOICE: Or ask for it.

9 MR. MCLAUGHLIN: Or ask for it, yeah.

10 A VOICE: Thank you.

11 MR. MCLAUGHLIN: All right. Yes, sir?

12 MR. SABBAAH: Mitch Sabbah, 309 Corlies. I
13 have two safety issues. One is something that I keep
14 asking over and over again. And with the -- with the
15 advent of the development that's going to be going
16 up, the Allen Avenue railroad crossing is something
17 that's going to be vital. And I would think that the
18 developer should have as part of their deal, to at
19 least go to the state and help replace that, because
20 there's no way a fire truck or an ambulance, or a
21 police car or even deliveries can get there unless
22 they're going to go via Corlies, and take, like --
23 and take up Lake Drive. And I know that the Corlies
24 Avenue bridge is going to get reconstructed soon.
25 So, this is going to be a nightmare.

1 MR. MCLAUGHLIN: If I -- if I may, because
2 this board tried very hard to keep New Jersey Transit
3 from closing the Allen Avenue crossing. And even
4 with the help of Congressman Palone and every
5 political angle we could pull --

6 A VOICE: (Indiscernible) three times --

7 MR. MCLAUGHLIN: -- New Jersey Transit
8 basically said, uh, no, we're closing it. And
9 there's nothing we can do to stop it. And it
10 certainly isn't something we can force the developer
11 to do. The -- your answer was just no --

12 MR. SABBAH: Because I thought
13 (indiscernible) --

14 MR. MCLAUGHLIN: I mean, we agree with
15 you. Everybody here (indiscernible) --

16 MR. SABBAH: All right, uh --

17 MR. MCLAUGHLIN: -- it's a fight we tried
18 and it's a fight we lost.

19 MR. SABBAH: I'm just -- I'm just very
20 surprised -- sorry --

21 A VOICE: (Indiscernible) that issue --

22 MR. MCLAUGHLIN: (Indiscernible) --

23 MR. SABBAH: And then, the other is, you
24 know, at the end of the boardwalk, I guess where the
25 public area is and where the -- where the -- I guess

1 where the cabanas get driven in and out of --

2 A VOICE: On Cedar?

3 MR. SABBAH: Yeah, that -- that concrete
4 ramp is, like, in my opinion, one of the most
5 unsafest things to walk down.

6 MR. MCLAUGHLIN: It's not -- it's not
7 supposed to be a pedestrian -- you're not -- people
8 do. But that's the reason why we have the ramp that
9 goes down behind the cabanas, because that's the --
10 that's the way to go down --

11 MR. SABBAH: Yeah, because even that's,
12 like, a little precarious.

13 MR. MCLAUGHLIN: It's really -- the one
14 that we had -- the one that we had --

15 MR. SABBAH: No, no, no. It's -- because
16 people walk down that ramp, and so --

17 MR. MCLAUGHLIN: (Indiscernible) -- right,
18 to be -- be compliant --

19 A VOICE: (Indiscernible) --

20 MR. MCLAUGHLIN: There's a smooth section
21 of the large ramp going straight into the J. That's
22 what you're talking about, right?

23 MR. SABBAH: Yeah, it's not really --

24 MR. MCLAUGHLIN: It -- it's the -- the
25 rough end --

1 MR. MCLAUGHLIN: Right. What I'm saying
2 is, then there's the entire ADA-compliant ramp that
3 we put behind the cabanas that makes the -- right,
4 that goes down the --

5 MR. SABBAH: No, no --

6 MR. MCLAUGHLIN: -- (indiscernible) and
7 then makes the right.

8 MR. SABBAH: No, I'm not talking about
9 that. I'm talking about the --

10 MR. MCLAUGHLIN: Right. What I'm saying
11 is --

12 A VOICE: It's concrete --

13 MR. MCLAUGHLIN: -- pedestrians are
14 supposed to be using that.

15 A VOICE: What about to get to the public
16 park that's not --

17 MR. MCLAUGHLIN: Correct. And actually,
18 they should walk down that because that's why we have
19 the booth sitting there, and then you can go sit that
20 way. I don't disagree with you. The jetty's
21 horrible, but it was never meant to -- it was only
22 really ever meant to be for vehicles.

23 MR. SABBAH: Okay.

24 A VOICE: Yeah, I know. A lot of people
25 use it.

1 A VOICE: Along with the second jetty, do
2 you want to --

3 MR. SABBAH: At one of the firehouse
4 meetings, I had mentioned to the mayor regarding the
5 -- that the houses on the lake, is that we do a -- we
6 ask for a pedestrian bridge over where the Allen
7 Avenue crossing, from the houses to -- to on Main
8 Street. That's it. I asked some developers for it.
9 I asked, I don't know, at one of the firehouse
10 meetings, I had brought it up and I asked the mayor
11 about it. And, you know, whatever. I --

12 MR. MCLAUGHLIN: (Indiscernible) --

13 MR. SABBAH: I would -- I don't -- again,
14 you can -- look, I know we're doing what we have to
15 do --

16 A VOICE: It's worth looking into doing it
17 even if we do it ourselves.

18 MR. SABBAH: Right, a pedestrian bridge to
19 go from however far it is from Corlies, just to go
20 around the --

21 MR. MCLAUGHLIN: (Indiscernible) up and
22 over the tracks.

23 MR. SABBAH: Yep, up and over the tracks
24 so people can at least escape if something happens,
25 or --

1 A VOICE: Well, (indiscernible) is that we
2 -- we have applied for an open space grant on the
3 grassy area of that -- or, we're applying for it.
4 So, where the water tower is --

5 MR. SABBAAH: Right.

6 A VOICE: -- (indiscernible) everything
7 else, the grassy area leading to the water, we're
8 applying for an open space grant (indiscernible)
9 there for a number of reasons, not the least of which
10 we -- we'd like to have a pedestrian walkway along
11 the lake that could kind of match --

12 MR. SABBAAH: Okay. That's -- that's nice
13 --

14 A VOICE: -- (indiscernible) and then, to
15 maybe your idea is maybe to tie that in with the
16 pedestrian --

17 MR. SABBAAH: Something to go over Allen
18 Avenue and maybe an ADA thing that can get people up
19 and over easily enough, and they're not isolated.
20 It's not a, you know, a ridiculous cul-de-sac to get
21 there.

22 A VOICE: Right. Well, I know from when
23 we -- as part of that development, we will looking to
24 do a full right angle that will tie in with the
25 Corlies Avenue bridge water. So, that'll extend the

1 bridge. We will, as part of our, you know,
2 applications for the open space, look to have a Lake
3 Avenue that is in right angle so that trucks and
4 everything can make turns --

5 MR. SABBAH: Can make the right turn off
6 the bridge into the lake --

7 A VOICE: -- correct, we -- we --

8 MR. MCLAUGHLIN: May I, because I know
9 this subject -- I'm sorry to interrupt. The -- the
10 plans that the county is preparing for the
11 (indiscernible) but for the rebuilding of the Corlies
12 Avenue bridge, they're going to -- we've asked the
13 county, and the county has agreed, they're going to
14 square up that Lake Drive, Corlies Avenue entrance --
15 now, there's that awful -- it's a sharp curve.

16 So, if you're making -- you're heading east on
17 Corlies and you're trying to make a -- a right down
18 Lake, that's a brutal turn. So, the -- when the
19 bridge is redone, the county has agreed they'll
20 square that up. So, that --

21 A VOICE: It'll make it easier to drive.

22 MR. MCLAUGHLIN: Make it easier to -- make
23 it easier to make that right turn off of Corlies
24 heading east onto Lake, make more room there for
25 emergency vehicles. It's a concern that we've had,

1 and the county has graciously agreed they'll do that,
2 so --

3 A VOICE: And the bridge should be
4 substantially wider.

5 MR. MCCLAUGHLIN: The bridge is going to be
6 substantially wider. Those plans, I think they're
7 online on the county website, the -- the plans.

8 A VOICE: Yes, I'm sorry. You in the back
9 -- I'm sorry, Alex. You --

10 A VOICE: Go ahead. You can
11 (indiscernible) --

12 A VOICE: Ladies first.

13 MS. CARELLO: So, I just have a -- thank
14 you. I just have a question --

15 A VOICE: Name and address, please?

16 MS. CARELLO: Joan Carello, 320 Corlies
17 Avenue. Excuse me. I lost my voice two weeks ago.
18 But my question is, my building, the back of my
19 building, the property butts up to this, like, shared
20 driveway behind Main Street, the stores that are on
21 Main Street. Are you familiar with where I'm talking
22 about, where (indiscernible) --

23 A VOICE: (Indiscernible) --

24 A VOICE: Oh, you're Salon L.

25 MS. CARELLO: Salon L, right.

1 A VOICE: Okay.

2 MS. CARELLO: So, the -- the back of my
3 building, the property --

4 A VOICE: Butts up to the common driveway
5 --

6 MS. CARELLO: -- butts up to the shared
7 common driveway.

8 A VOICE: Right.

9 MS. CARELLO: So for years, we've been
10 questioning, like, it's been a lot of grey area as to
11 who's responsible for that property, like -- like,
12 leading up to my property, like, that whole driveway
13 there. At one point, I was --

14 A VOICE: Has anyone done a title search?

15 MS. CARELLO: Well, I know where my
16 property line is. And -- and unfortunately, past my
17 property is this -- I've done a title on -- a title
18 search on my property.

19 A VOICE: Right, okay.

20 MS. CARELLO: The question is, so -- so
21 originally, I was told that it was each person's
22 building, each person is responsible for what's
23 behind their property, the little section there. But
24 who enforces that? Like, because now that back --
25 it's a -- it's a mess back there. It's -- I have

1 plenty of pictures that I could email you.

2 A VOICE: You can -- because when we get
3 complaints, you have to -- I can't -- we can't do
4 anything if we don't know about it.

5 MS. CARELLO: Right, right.

6 A VOICE: So, we have had problems.
7 People have come to us. They take pictures, and we'd
8 send the code officer out.

9 MS. CARELLO: But who is responsible for,
10 like, it needs to be repaved --

11 A VOICE: Well, each -- well, that -- I --
12 as I know it, that -- just as I said, is the owners
13 that are responsible --

14 MS. CARELLO: But who enforces it, the
15 town --

16 A VOICE: For a -- for a full -- if you're
17 asking for a full retarring of that back --

18 A VOICE: Yeah, that would be --

19 A VOICE: -- if that's the question --

20 MS. CARELLO: Well, I feel like it just
21 keeps going, like, you know, the -- somebody fills in
22 a hole with rocks for a little while, and it looks a
23 little bit better --

24 A VOICE: But I believe it's all privately
25 owned. So, we can't pave, you know, we would --

1 MS. CARELLO: But who -- but who -- but
2 that's what I want to find out. Like, who really
3 owns --

4 A VOICE: Dave --

5 MR. MCLAUGHLIN: (Indiscernible) else is
6 (indiscernible). The -- the only way you can -- the
7 crux is, they're both private properties.

8 A VOICE: They're all -- it's all --

9 A VOICE: It looks like all of those
10 individual buildings are private properties, probably
11 who have a shared easement of that common driveway.

12 MS. CARELLO: Right.

13 A VOICE: So, if that common driveway --
14 if something wanted to be done to it, how would that
15 get done?

16 MR. MCLAUGHLIN: Well, you -- there's only
17 one way. There has to be an agreement amongst the
18 people who are all --

19 MS. CARELLO: To share --

20 MR. MCLAUGHLIN: -- (indiscernible)
21 easements over it, to share --

22 A VOICE: Is it -- is it possible for the
23 town to go to each of the buildings, ask them if
24 they're amenable to it, get a quote to do it and put
25 an assessment, assuming everyone agrees?

1 MR. MCLAUGHLIN: (Indiscernible) you can't
2 put an assessment --

3 A VOICE: (Indiscernible) --

4 (Whereupon, several people are speaking
5 simultaneously.)

6 MR. MCLAUGHLIN: -- but you can't do
7 assessments that way. You're talking about
8 (indiscernible) -- you can't do spot assessments.
9 But if you -- you can certainly inquire if the -- the
10 short answer for you is, the only way to find out is
11 to do a title search to find out who owns that
12 property back there, who owns what. Because the
13 thing you --

14 MS. CARELLO: So, past my property, do a
15 title search of the property beyond my property?

16 MR. MCLAUGHLIN: Well, because you haven't
17 -- you have to be an easement. So, the
18 (indiscernible) you referenced in your own property
19 to be easement access --

20 MS. CARELLO: Yes, there is an easement.
21 The side where the JCP&L building is, that walkway
22 there, that's really my property. But they're
23 allowed to use it.

24 MR. MCLAUGHLIN: Right. That's -- you are
25 giving the easement to them, correct.

1 MS. CARELLO: Right, right. I know I have
2 that.

3 MR. MCLAUGHLIN: Right.

4 MS. CARELLO: But I don't -- but I know --
5 but where my property line is, and then I didn't know
6 I was responsible for anything past that.

7 MR. MCLAUGHLIN: You may not be. Again, I
8 can't answer that (indiscernible) question --

9 MS. CARELLO: Right. But then, what --
10 so, my point then -- so, that's just it. Like, that
11 whole back is really getting worse and worse. And
12 like, in the summertime, there's big puddles that get
13 bugs, and you know --

14 MR. MCLAUGHLIN: Right.

15 MS. CARELLO: It's just really bad back
16 there.

17 A VOICE: But the borough doesn't own it.
18 We can't -- we can't --

19 MS. CARELLO: I know.

20 A VOICE: We can't repave it for you.

21 MS. CARELLO: Right.

22 MR. MCLAUGHLIN: That was why I was asking
23 --

24 MS. CARELLO: Yeah, so that was my
25 question. Like, how do I go about --

1 A VOICE: (Indiscernible) and all of that,
2 you had --

3 MS. CARELLO: Right, right.

4 A VOICE: -- (indiscernible) the people,
5 like, they -- you know, they -- not emptying the
6 dumpsters --

7 MS. CARELLO: Right.

8 A VOICE: There was someone else that
9 wasn't emptying in their grease. We -- I had code go
10 out. I had the board of health go out. We can do
11 those types of things. But as far as the road, I
12 mean, if you wanted to find (indiscernible) --

13 MS. CARELLO: Right. I just need to find
14 out the grey area --

15 A VOICE: I believe the -- I mean, you can
16 go (indiscernible) -- we can try to give you -- the
17 problem is, we don't know who owns that
18 (indiscernible) -- if it's an LLC --

19 MR. MCLAUGHLIN: I don't think we -- I
20 don't think we have any information on that that
21 would be helpful. It's --

22 A VOICE: Maybe I can give you the
23 businesses, but that -- that's a set of --

24 A VOICE: You can give her the tax map.

25 A VOICE: Well, they're -- a lot of things

1 are LLCs, but we don't have any other information on,
2 like, it would really be for you to --

3 MR. MCCLAUGHLIN: (Indiscernible) --

4 MS. CARELLO: It's not for the
5 (indiscernible) -- because we don't --

6 MR. MCCLAUGHLIN: We could probably
7 identify the owners of the lots through the tax map,
8 but that's --

9 MS. CARELLO: Yeah, but like she said, a
10 lot of them are LLCs --

11 A VOICE: But that's something -- that's
12 something to identify --

13 MS. CARELLO: As well as the other
14 question is, is there -- is there supposed to be
15 parking back there? Because is that -- is that a
16 fire hazard for -- for them to be able -- especially
17 in the summertime, it gets tight back there. Like,
18 for them -- for fire trucks --

19 A VOICE: Our -- our DPW has to be able to
20 get through. So, that's the extent that
21 (indiscernible) is --

22 A VOICE: Are there people parking back
23 there?

24 MS. CARELLO: In the summertime more so.
25 I mean, you know, businesses.

1 A VOICE: We've had the board of health
2 back there with the dumpsters, and we've had -- as
3 I've said, code (indiscernible) --

4 A VOICE: Yeah, code enforcement has been
5 back there on numerous occasions. And they'll --
6 they'll basically tell them, you've got to remedy the
7 situation or we're going to issue a summons. And
8 that's when usually the problem gets fixed, but --

9 A VOICE: Can they park back there?

10 A VOICE: They are allowed to park back
11 there. And again, with -- with the ownership part,
12 that's where it gets confusing. Who's allowed to
13 park back there --

14 MS. CARELLO: I know, and that's always
15 been confusing. And I'm figuring, while there's so
16 much change going on, the town is really getting
17 busier. I really need to know where I stand as far
18 as what I'm responsible for, and whom I even go to to
19 find out who enforces the rest.

20 MR. MCLAUGHLIN: If it's a garbage issue,
21 it's code enforcement. If it is --

22 MS. CARELLO: For me right now, it's the
23 -- the big hole -- there's big holes --

24 A VOICE: Yeah, that -- that would be
25 (indiscernible) --

1 MS. CARELLO: -- in the pavement.

2 MR. MCLAUGHLIN: That's not the town.

3 That would be you finding out the name of the owners
4 and coming to some sort of an agreement --

5 MS. CARELLO: And what happens if they
6 don't want to do it? I mean, what do I do?

7 A VOICE: It's like -- it's like if your
8 neighbor won't, you know, you can only --

9 MS. CARELLO: Yeah, yeah. I see.

10 A VOICE: (Indiscernible) -- your neighbor
11 --

12 MS. CARELLO: So, that -- that's like
13 their backyard, basically?

14 A VOICE: Yeah, yeah. So, we can't --
15 when it gets to the backyard for people --

16 MR. MCLAUGHLIN: Like, I can't make my
17 next door neighbor fix a pothole --

18 MS. CARELLO: Yeah, yeah, yeah. I see,
19 okay.

20 MR. MCLAUGHLIN: I'm sorry.

21 MS. CARELLO: Okay, thank you.

22 MR. MCLAUGHLIN: Thanks, Joan. Yes, Alex?

23 MR. ADJMY: One last question.

24 MR. MCLAUGHLIN: You can have absolutely
25 (indiscernible).

1 MR. ADJMY: It's a two-party question.

2 Regarding the overlay on Main Street, I know that we
3 are obligated -- do we know what the number is of
4 affordable that we have to provide for the town? How
5 many are we short after the development?

6 MR. JESSUP: 64.

7 MR. ADJMY: We're short 64 after the
8 developer provides?

9 MR. JESSUP: It's 64 affordable units,
10 yes.

11 MR. ADJMY: 6 -- 64 more?

12 MR. JESSUP: 64 additional after the Power
13 Station development project is complete.

14 MR. MCLAUGHLIN: But as of right now with
15 this settlement, there is no more developable land
16 per say. That being said, this overlay -- and Matt
17 alluded to it earlier. If someone who owns an
18 apartment on Main Street decides that they would like
19 to, you know, renovate or add a second floor to their
20 -- their business or to an apartment up there, one of
21 -- was it one of five would have to be affordable?

22 MR. MCLAUGHLIN: It's 20%.

23 MR. JESSUP: 20%, yeah.

24 MR. MCLAUGHLIN: 20% would have to be --
25 whatever -- so, whatever you put up there, 20% would

1 have to be set aside for an affordable.

2 MR. ADJMY: And does our overlay approval
3 that we're giving to Main Street expire after we
4 deliver that 67 units? So for instance, if 67 new
5 more units come on Main Street over the next 10
6 years, 20 years, whatever, does it go away? Or they
7 can continue to develop over and above the number
8 that's required?

9 MR. MCLAUGHLIN: That was the old number
10 given by what amount -- for the third (indiscernible)
11 at Mount Laurel --

12 MR. JESSUP: Yeah. It's -- it's
13 ultimately a collab -- it's a combination of your
14 prior round, your third round, right, your -- your
15 Atlantic --

16 MR. MCLAUGHLIN: So, to your answer -- and
17 correct me if I'm wrong, Matt. Yes, it would, unless
18 the state does a Mount Laurel 4 --

19 MR. ADJMY: Increase, got it.

20 MR. MCLAUGHLIN: -- and it tries to --
21 which -- which there is --

22 A VOICE: There is, right, (indiscernible)
23 --

24 MR. MCLAUGHLIN: So, there are two things
25 to be -- I -- for everybody's benefit, right? One

1 is, we don't have an obligation to fill 64 units.

2 MR. ADJMY: Understood.

3 MR. MCLAUGHLIN: We have an obligation to
4 create a realistic opportunity for some of them to be
5 filled. We do that by adopting the zoning ordinance.
6 Once we got the zoning ordinance, we're done. If
7 none of those property owners want to develop or
8 redevelop their property, then no more units get done
9 --

10 A VOICE: And there's no obligation for
11 them to.

12 MR. MCLAUGHLIN: Right. We're still
13 obligated.

14 MR. ADJMY: Understood.

15 Mr. MCLAUGHLIN: But that -- this -- all
16 of this that's being done only gets us through to
17 June of 2025. And in July of 2025, there is going to
18 be 100% --

19 MR. ADJMY: I know --

20 MR. MCLAUGHLIN: -- a new, 10-year new
21 number --

22 MR. ADJMY: From the state.

23 MR. MCLAUGHLIN: -- there is a law
24 currently being amended -- created, amended,
25 negotiated, and will hopefully get adopted soon by

1 the legislature that will set out a different process
2 for how you come up with the number, what your
3 obligation is, how you're immune from builders'
4 remedy lawsuits, the Power Station suit can't happen
5 again as long as you follow the steps in the laws,
6 and provide a new number for -- for all
7 municipalities that they'll have to afford -- they'll
8 have to (indiscernible). So, we're going to have a
9 new number, 100%, going forward for the next 10-year
10 period and every 10-year period after that.

11 MR. ADJMY: Is -- is there a way to --
12 through the approval process to increase the parking
13 amount for the overlay area, excluding the
14 development? Say, I own the gas station, for
15 instance. I came up with this idea, if you remember,
16 at the planning board to put the parking, which there
17 was none in the original plan. And I was screaming
18 at the meeting that we're going to have a lot of
19 development at this street. Okay, it was to create
20 new value. Is there a way to increase the parking
21 requirement over and above what's there now?

22 MR. JESSUP: Can we go more -- can we go
23 above the recent standard? Can we -- can we adopt
24 something like, if the reason -- I think that that's
25 what you're --

1 MR. ADJMY: Yes.

2 MR. JESSUP: (Indiscernible) -- if we are
3 at SIS standard for a three-bedroom townhouse or a
4 four-bedroom townhouse, it's 2.2 spaces. Can we --
5 it's a no. That's fine for recents, but we have a
6 different standard. We want it to be three spaces
7 for every --

8 MR. ADJMY: Or maybe even add the retail
9 into it, like the ground that you've got to provide
10 parking for that.

11 MR. JESSUP: All right. So -- so, I would
12 just say -- say that the ordinance, the overlaying
13 zone ordinance, does provide a parking requirement if
14 you may not have --

15 MR. MCLAUGHLIN: 1.5 spaces per -- per
16 unit, yes, sir.

17 MR. JESSUP: -- (indiscernible) which I
18 (indiscernible) was created by our planner, who's --
19 who agreed that that was the appropriate number in
20 light of the development that was --

21 MR. MCLAUGHLIN: Logistically --

22 MR. JESSUP: -- (indiscernible) to
23 possibly happen, right?

24 MR. MCLAUGHLIN: It was a negotiated
25 number between us and in that case, Fair Share

1 Housing Center.

2 MR. JESSUP: Right.

3 MR. MCLAUGHLIN: So -- but then, they --
4 yeah, the Fair Share Housing Center --

5 MR. ADJMY: Understood.

6 MR. MCLAUGHLIN: -- there's actually two
7 settlements. There's one with Power Station and
8 there's one with Fair Share Housing. It's Fair Share
9 Housing Center that demanded --

10 MR. ADJMY: But they're independent?

11 MR. MCLAUGHLIN: They're -- they're --

12 A VOICE: You're talking about --

13 MR. MCLAUGHLIN: It's all one gigantic
14 package, but there are two separate settlements. The
15 Fair Share is the one that demanded both the 20% set
16 aside (indiscernible) for the entire borough, and the
17 -- they're the ones who negotiated the overlay zone
18 extent and 1.5 spaces. It's the negotiated number.

19 MR. ADJMY: Is there -- is there a way to
20 add retail to that number? Meaning, if I have 3,000
21 square feet of a retail store I'm building --

22 MR. MCLAUGHLIN: Right.

23 MR. ADJMY: -- I need to provide parking
24 of X for the retail? We have that in New York City,
25 as an example.

1 MR. MCLAUGHLIN: It should be in the zone
2 (indiscernible) --

3 A VOICE: Because it's already in the
4 underlying zone --

5 MR. MCLAUGHLIN: Don't -- don't forget
6 that this is an overlay. So, what does the overlay
7 mean? So, you -- you have -- you own the gas station
8 --

9 MR. ADJMY: Yup.

10 MR. MCLAUGHLIN: -- and you use your --
11 that -- that gas station is already zoned for
12 something. I don't know which one it is, C-1, 2 or
13 3, or D-1 or 2. I don't know which one it is. So,
14 that's already got a zone assigned to it. The
15 overlay does not change that zoning.

16 MR. ADJMY: Can you add zoning that has
17 (indiscernible) on top of it?

18 A VOICE: It has parking associated with
19 it.

20 MR. MCLAUGHLIN: Correct. Now, I don't
21 know off the top of my head what the zoning
22 requirement is for that lot under its regular -- how
23 it's presently zoned. I don't know that off the top
24 of my head. But there's a -- there's a requirement,
25 and I don't know what -- I don't know what that is --

1 MR. ADJMY: Got it. Thank you.

2 MR. MCLAUGHLIN: Yeah, I don't know what
3 that one is.

4 MR. GLYNN: Thomas Glynn, 312 Elberon. I
5 just wanted for the record to say that there may be a
6 precedent for reopening the railroad crossing. There
7 was a low income housing development done in Point --
8 Perth Amboy, where there was a low income housing
9 development, and they had to build another railroad
10 crossing.

11 My understanding is that you -- the only way
12 to get something like that done is to go to the New
13 Jersey Transit board meeting and raise a stink. So,
14 other -- I would recommend Rose, maybe, and Frieda to
15 --

16 A VOICE: Yes.

17 MR. MCLAUGHLIN: Put together a group,
18 yeah. And then go do it, because that's the -- the
19 --

20 A VOICE: That'd be great. That's a good
21 idea --

22 MR. MCLAUGHLIN: -- they were brutal. And
23 -- and the -- they did not negotiate for the -- for
24 members of the board --

25 MR. GLYNN: Well, this is -- I think it's

1 just for senior level at the board meetings where you
2 could actually maybe change some minds.

3 A VOICE: We went down to -- we actually
4 did a (indiscernible), where we report to --

5 A VOICE: Different commissions --

6 A VOICE: Yeah, to the Department of
7 Transportation commissioners. The prior one, and the
8 (indiscernible). I mean, we've gone to -- we went --
9 I can't remember how many meetings we went down to
10 Trenton -- yeah --

11 A VOICE: Tom, do you know, was it a new
12 crossing? Or was it a --

13 MR. GLYNN: Yeah, it's a new crossing.

14 A VOICE: New -- new crossing.

15 MR. GLYNN: It was a --

16 A VOICE: So, that's something that
17 (indiscernible) --

18 A VOICE: No, that's (indiscernible) --
19 there's an additional opening that was created --

20 A VOICE: It was something that was
21 closed. I -- I understand, it got reopened because
22 they did not want to -- you're not going to isolate
23 Fair Housing --

24 A VOICE: Right, right.

25 A VOICE: -- and discriminate against

1 people who need access (indiscernible) --

2 A VOICE: (Indiscernible) --

3 A VOICE: -- (indiscernible) did not

4 reverse --

5 MR. MCLAUGHLIN: We'd love it -- we would

6 love it.

7 A VOICE: The only upshot to this would be

8 --

9 A VOICE: -- we should really consider --

10 A VOICE: -- this development in that

11 corner of the town.

12 MR. MCLAUGHLIN: Okay, cool. Cool. Any

13 other questions, thoughts, comments or concerns?

14 MS. ADJMI: I have one question.

15 MR. MCLAUGHLIN: Frieda, sure.

16 MS. ADJMI: The open parks. It's free --

17 the open parks -- is it just (indiscernible) --

18 A VOICE: Sure, (indiscernible) --

19 MS. ADJMI: (Indiscernible) I'm very

20 concerned that we're getting rid of -- I know it's

21 been a while since we've had tennis courts, a

22 basketball court, an ice skating rink. Is there any

23 possible way where the baseball field used to be, we

24 could probably put, like, a pickleball court or some

25 kind of a replacement of our open parks and space, if

1 that's the plan to continue?

2 MR. CUMISKEY: It was discussed. It was
3 -- with pickleball in particular. And -- and the
4 problem with pickleball is, everyone loves the
5 fastest-growing sport in the country.

6 MS. ADJMI: Yes.

7 MR. CUMISKEY: People hate the noise.
8 Ping, ping, I mean, that would drive -- could drive
9 people crazy. I personally would love it. I will
10 endorse it 100%. Where people go crazy, they're
11 trying to develop a quiet pickleball.

12 (Indiscernible) --

13 MS. ADJMI: Is there any other area --

14 MR. MCLAUGHLIN: There's a joke in there
15 somewhere.

16 MR. CUMISKEY: (Indiscernible) that is --
17 that is the spot for me.

18 MS. ADJMI: How many -- also, reports from
19 the post office. I know that's not Allenhurst --

20 A VOICE: It's not ours. And also,
21 (indiscernible) --

22 (Whereupon, several people are speaking at
23 once.)

24 A VOICE: -- (indiscernible) DPW into
25 something else. And God bless them, they --

1 MS. ADJMI: Unless, does anyone have a
2 backyard we can use to play --

3 A VOICE: (Indiscernible) to play
4 (indiscernible) --

5 A VOICE: Which one?

6 (Whereupon, several voices are speaking at
7 once.)

8 A VOICE: We are going for another open
9 space, with either (indiscernible) neighbors can
10 (indiscernible) kind of -- where the affordable
11 housing is, is going to be -- what -- Matt and I are
12 working on it, where our path that we have in our --
13 our park right now, we'd like to continue it. We --
14 we don't think can go under the bridge, but it would
15 start right after. We're going to develop that to
16 another nice walking path, like more of a quiet area,
17 benches.

18 MS. ADJMI: By Spring Lake?

19 A VOICE: Exactly, you know, they have the
20 -- the --

21 MS. ADJMI: The flow (indiscernible) --

22 A VOICE: The flow, yeah, with the really
23 nice bricks and stuff. So, Matt -- Matt is drawing
24 the whole plan out. So, we're either going to go for
25 a green acres or for an open space grant. We're in

1 the middle of working on that. And then, we could go
2 for another open space grant if we could all decide
3 on what we want, and that's based on area. So yeah,
4 we talked about the pickleball. But it -- it is a
5 local town. I can't remember if -- you read the
6 article -- is it Ocean Park, or --

7 A VOICE: Well, there's many towns that
8 are complaining. Ocean Grove is one.

9 A VOICE: It -- there is a -- I think it
10 was Ocean Park, or whatever -- I forget where it was.
11 It was -- I read a whole article on the same thing.
12 They put this whole thing in there and everyone
13 thought it was great. But everybody that lived
14 around couldn't stand, you know, I don't -- I'd have
15 to look --

16 MS. ADJMI: Well, they can't just say --
17 they can't just say (indiscernible) -- is there any
18 space left behind the affordable housing, like, if
19 you're going south --

20 A VOICE: No, no. I mean, the baseball
21 field would be a perfect place. It's just, I -- you
22 know, we would -- the neighbors there, I don't know
23 how they would feel. But yeah, that would be a
24 perfect place.

25 MR. CUMISKEY: I mean, honestly, other

1 than the street, and that's part of the settlement
2 agreement, if you took the existing tennis court and
3 where the net was, everything south of the net is now
4 part of the redevelopment.

5 MR. MCLAUGHLIN: Any other questions,
6 thoughts or concerns, because we do have to go into
7 an executive session. There is no action being
8 taken. Now, in an executive session or when we come
9 out, but we'll go into it. Thank you, everyone.

10 MR. CUMISKEY: Thank you very much. Thank
11 you.

12 (Whereupon, the audio is concluded.)

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1 C E R T I F I C A T E

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5 I, KALLIE M. PRERA, a Transcriber, do hereby

6 certify that the foregoing is a true and accurate

7 transcript of the within proceedings, to the best of

8 my ability.

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16 KALLIE PRERA,

17 Transcriber

18 Dated: February 21, 2024

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