

# MAIN STREET REDEVELOPMENT PLAN

BOROUGH OF ALLENHURST

Monmouth County, New Jersey

**2023**

Prepared By:



788 Wayside Road  
Neptune, New Jersey 07753

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

A handwritten signature in black ink, appearing to read "Jennifer C. Beahm", is written over a horizontal line.

Jennifer C. Beahm, PP, AICP  
License No. 05625

## INTRODUCTION

The Main Street Redevelopment Plan (the “Redevelopment Plan” or “Plan”) presents an opportunity to redevelop the southwestern portion of the Borough of Allenhurst (“Borough”) particularly along Main Street. The governing body adopted a resolution on November 15, 2004, formally designating the hereinafter defined Redevelopment Area as a “Condemnation Redevelopment Area” pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq.) (the “Redevelopment Law”). Subsequently, the Borough’s governing body adopted a “Main Street Redevelopment Plan” in October 2006 and amended it in November 2007 and in April 2021, which presented a more refined version for the Redevelopment Area and specific concept plans. The April 2021 Plan was adopted and later rescinded. The October 2006 and November 2007 are collectively identified the “Prior Redevelopment Plan.” This Redevelopment Plan amends and restates the Prior Redevelopment Plan in its entirety.

The Redevelopment Area consists of Block 18, Lot 1, Block 19, Lots 1 and 2, Block 21, Lots 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and Block 31, Lot 3 (collectively the “Redevelopment Area”) as delineated on the Aerial Map below. Subsequent to the designation of Block 21, Lots 2 and 3 as an area in need of redevelopment, it was determined that such lots were necessary for the production of utility services and would remain within the utility rate base. Therefore, Block 21, Lots 2 and 3 have been identified exclusively for utility use as part of the Redevelopment Plan.

Previously, the Borough deemed Lots 3 and 4, in Block 21 merged and the merged lots are presently designated as Lot 3. This Plan amendment provides for different districts and uses for different portions of Lot 3, which follow the prior Lot 3 and Lot 4 lot lines and will be referred to herein as “Old Lot 3 portion of Lot 3” and “Old Lot 4 portion of Lot 3”. The maps in this plan reflect the “old” lot lines for purposes of illustration and the maps and references herein to the “old” lots shall not change the official lot designation of Lot 3 and the area it contains.

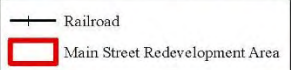
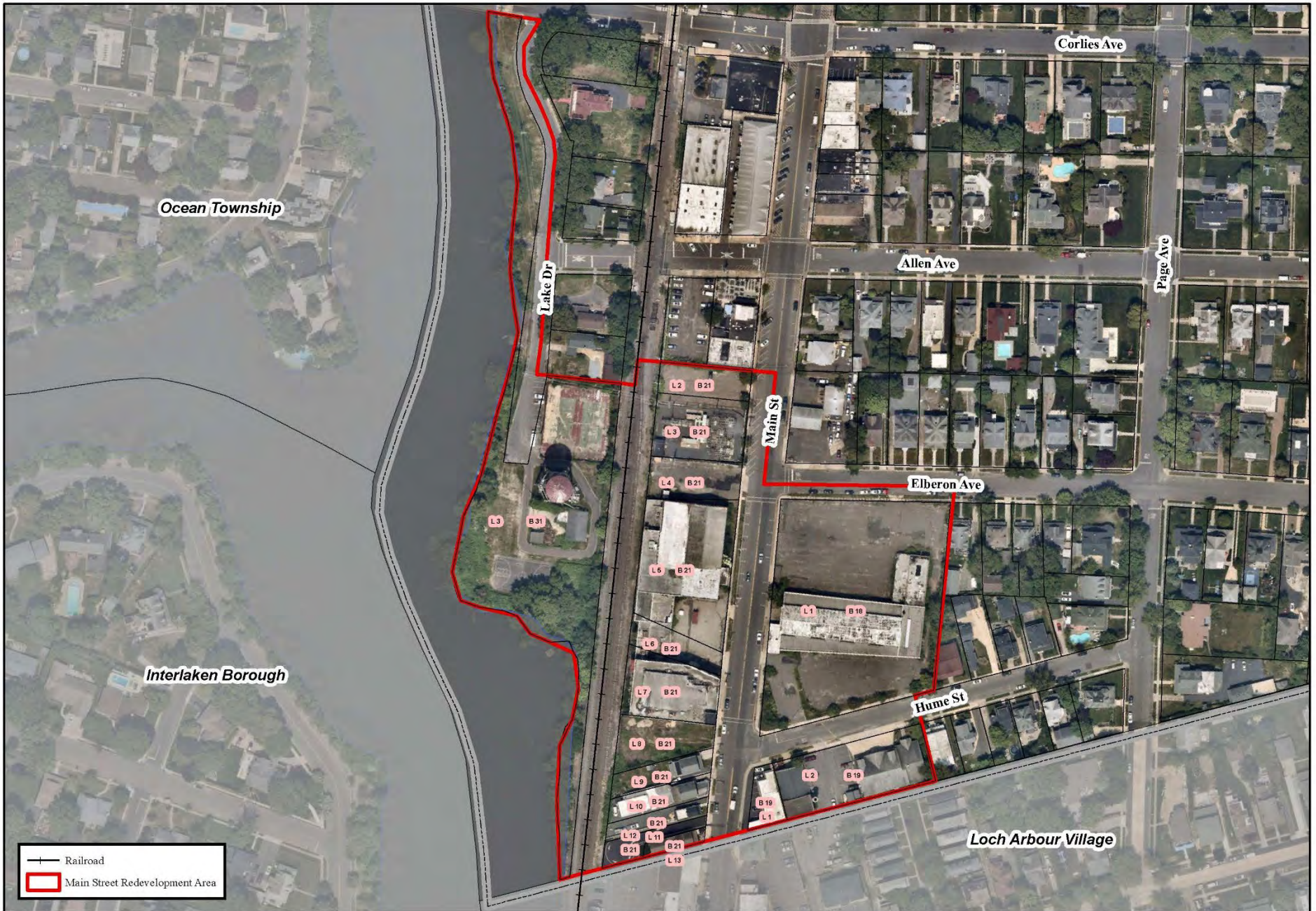
This “Redevelopment Plan” modifies the previously adopted Prior Redevelopment Plan to propose a townhouse development on the east side of Main Street, identified as Block 18 Lot 1 on the Borough of Allenhurst Tax Maps, 315 Hume Street, (“East Side Property”). This development

will be sensitive to the historical context of the Borough's residential neighborhoods. The Redevelopment Plan continues to propose the demolition of the Jersey Central Power & Light (JCP&L) buildings along the west side of Main Street and the development of mixed-use development including multi-family housing, identified as Block 21, Lots 5, 6 and 7 and Old Lot 4 portion of Lot 3 500-523 Main Street ("West Side Property"). Subsequently, Block 21, Lots 6 and 7 were merged, hereby identified as Lot 6. In addition, this amendment has included Block 31, Lot 3 on the Tax Map of the Borough of Allenhurst, known as the Lake Drive property. The Plan revises the concept for the redevelopment of the Borough's DPW/Waterworks site on the south side of Hume Street to permit new construction. This Redevelopment Plan supersedes the earlier redevelopment plan in all aspects.

This Redevelopment Plan is also adopted in response to the settlement of a builder's remedy lawsuit 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, filed against the Borough for failure to provide 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 ("FHA") and Mount Laurel jurisprudence (hereinafter "Builder's Remedy Action"). A Settlement Agreement was reached by and between the Borough and Power Station at Allenhurst, LLC ("Power Station") and executed by the parties on February 23, 2023 (hereinafter "Power Station Settlement Agreement"). As discussed in detail below, the Power Station Settlement Agreement permits a three-parcel inclusionary development including the East Side Property, the West Side Property and a portion of the Lake Drive Property. After a duly-noticed Fairness Hearing held on July 6, 2023 before the Honorable Linda Grasso Jones, J.S.C., the Court approved the Power Station Settlement Agreement as reflected in a Court Order dated July 31, 2023. A copy of the court-approved Power Station Settlement Agreement and the July 31, 2023 Court Order are attached hereto as **Exhibit A**. If any conflict arises between the Redevelopment Plan and the Power Station Settlement Agreement, the terms of Power Station Settlement Agreement shall supersede this Redevelopment Plan.

In addition to entering into the Power Station Settlement Agreement, the Borough also entered into a settlement agreement with Fair Share Housing Center (“FSHC”), fully executed by the parties on May 10, 2023 (hereinafter “FSHC Settlement Agreement”) to address its overall fair share affordable housing obligations. The FSHC Settlement Agreement was also approved by the Court at the July 6, 2023 Fairness Hearing as reflected in the July 31, 2023 Court Order.

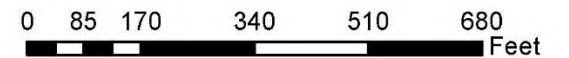




LEON S. AVAKIAN, Inc.  
 Consulting Engineers



**Aerial**  
 Main Street Redevelopment Plan  
 Borough of Allenhurst  
 Monmouth County, New Jersey



Source: LEA, NJON, NJDEP  
 and Monmouth County GIS  
 Revised: September 2023

## **STATUTORY REQUIREMENTS**

According to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the Redevelopment Area proposed to be acquired in accordance with the Redevelopment Plan;
5. Any significant relationship of the Redevelopment Plan to:
  - The Master Plans of contiguous municipalities;
  - The Master Plan of the County in which the municipality is located; and
  - The State Development and Redevelopment Plan adopted pursuant to the “State Planning Act” PL 1985, C398 (C52:18A-196 et al.).
6. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

## **PLAN PRINCIPLES**

The Plan seeks to capitalize on the opportunities of the Redevelopment Area and build upon the unique and historic character of the Borough. The following key principles guide the Plan.

### *Redevelopment of the former JCP&L site:*

#### **West Side Mixed-Use Mid-Rise Development:**

JCP&L, formerly the largest property owner in the Redevelopment Area, is no longer the owner of the buildings located at Block 21, Lots 5 and 6. JCP&L retained ownership of the Old Lot 3 portion of Lot 3 and Old Lot 4 portion of Lot 3 in Block 21. Most of the structures on those



properties were used in connection with the provision of utility services. This Redevelopment Plan contemplates the demolition of the buildings and structures located on Lots 5, and 6 and Old Lot 4 portion of Lot 3 in Block 21 and the construction of new structures with a mixed-use development including multi-family housing, supportive accessory uses and commercial uses. Per the Power Station Settlement Agreement, this parcel is considered the ‘West Side’ parcel of the court-approved, three-parcel Power Station inclusionary development.

*East Side Townhouse Development:*

The 2.2 acre site east of Main Street, between Elberon Avenue and Hume Street contains a large building formerly used by JCP&L that is slated for demolition under this Redevelopment Plan and the property is proposed to be developed with a townhouse development that will be sensitive to the historic context of the Borough’s residential neighborhoods. The Borough’s Design Guidelines in the Historic Preservation Ordinance (“HPO”) do not apply to the Redevelopment Plan Area. Per the Power Station Settlement Agreement, this parcel is considered the ‘East Side’ parcel of the court-approved, three-parcel Power Station inclusionary development.

*Lake Drive Property:*

As part of addressing the Borough’s affordable housing obligation, the Borough will contribute and dedicate to Power Station a portion of the Borough-owned Block 31, Lot 3, known as the Lake Drive Property, to be redeveloped for twenty-three (23) family affordable rental residential units for very-low, low and moderate-income households, as reflected in more detail in the Power Station Settlement Agreement. The Lake Drive Property (a portion of Block 31/Lot 3) is also part of the court-approved overall Power Station inclusionary development that overall includes the West Side property, the East Side Property and the Lake Drive Property.

*Gateway to Allenhurst:*

The Plan encourages the development of a “Gateway” feel at the south end of Main Street. Redevelopment of the Borough-owned DPW/Waterworks property has the potential to revitalize the southern end of the corridor.

## **REDEVELOPMENT AREA - CONTEXT, LOCATION AND DESCRIPTION**

The Borough of Allenhurst is approximately 0.3 square miles in land area and is located on the Atlantic shoreline of Monmouth County, as indicated on the “Regional Context Map”. Allenhurst is located within close proximity to New York City and is located north of the Village of Loch Arbour and City of Asbury Park; east of Ocean Township and the Borough of Interlaken; and south of the Borough of Deal. Deal Lake runs along the western and southern edges of the Borough, separating it from Ocean Township and the Borough of Interlaken; and the southern portion of the Borough of Deal.

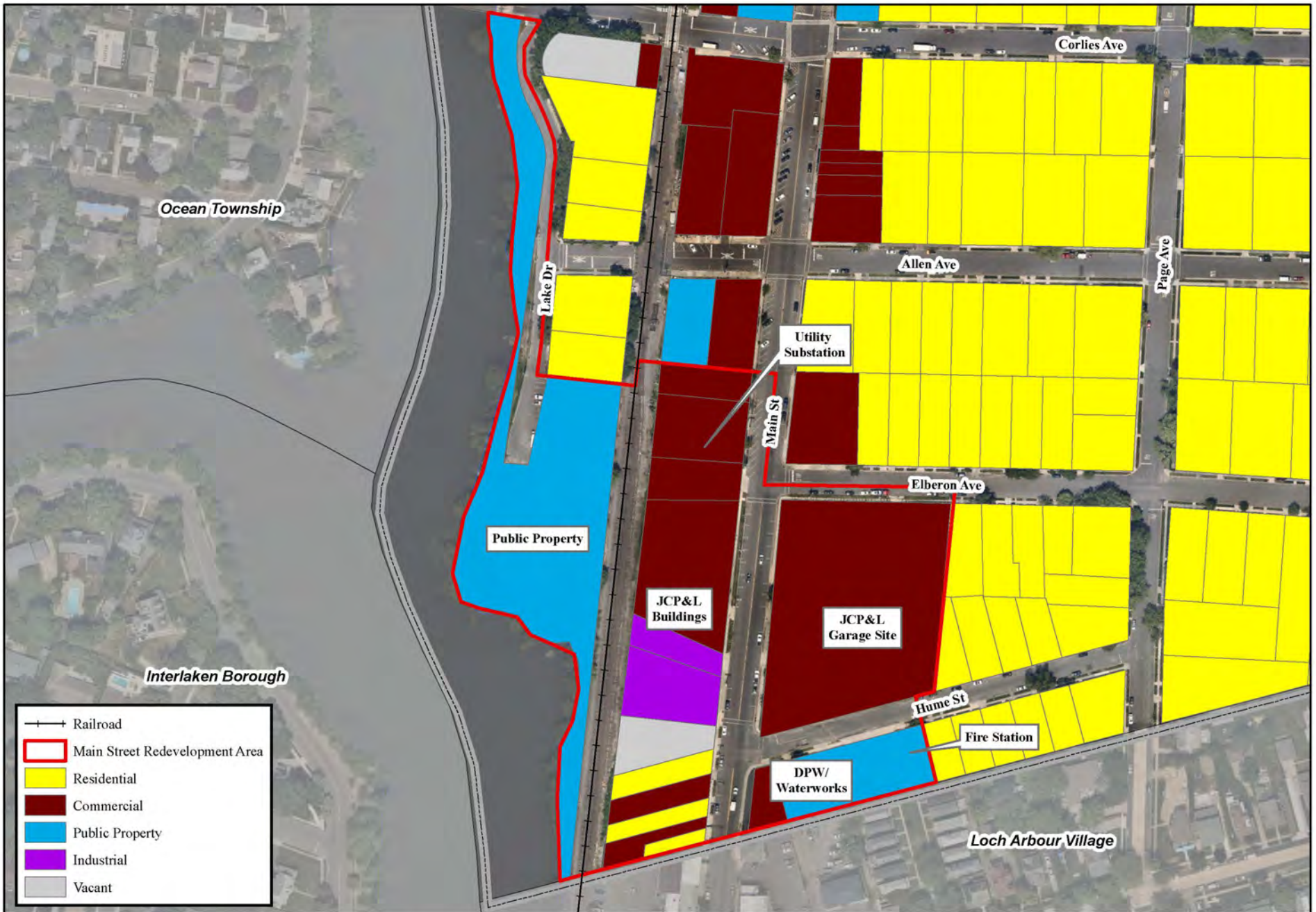
Allenhurst is a quiet historic Atlantic shore town with a year-round population of approximately 500 people, that is characterized by wide streets, and buildings that belong to Greek Revival, Queen Anne, Italianate, Victorian Eclectic, Vernacular Variations, Colonial Revival, Spanish Mission/Italian Renaissance, Bungalow, English Tudor, and other 19th century architectural styles. Allenhurst has retained many of its original 19th century structures. The streetscape, which exists today, features a typical mix of 19th century domestic architecture and mature shade trees along the residential streets mainly west of Ocean Avenue.

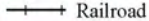






The Redevelopment Area is located in the southwest corner of the Borough and occupies a land area of just over 8 acres, not including roads and other rights of way. A large portion of the Redevelopment Area, 5.7 acres, is located along both sides of Main Street. The two largest property owners in this section of the Redevelopment Area are the Borough of Allenhurst and Power Station at Allenhurst, LLC, which purchased Lots 5 and 6 in Block 21 and Lot 1 in Block 18 from JCP&L, a public utility company. A smaller section of the Redevelopment Area consists of the Borough owned land area located between Deal Lake to the west and the North Jersey Coast Rail Line right-of-way to the east. This 2.4 acre land area is accessed by Lake Drive.



The Redevelopment Area is currently served by public transportation. The Redevelopment Area is within 600 feet of the Allenhurst Train Station serviced by NJ Transit. Bus service is provided to the general area by New Jersey Transit. Access to regional highways is provided via Sunset Avenue to the south in Asbury Park onto Highway 35. These roadways connect the Redevelopment Area to the Garden State Parkway, state and county highways, and neighboring communities.

The Redevelopment Area is located within public water and sewer service areas.

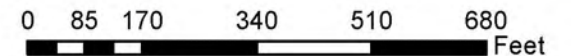


-  Railroad
-  Main Street Redevelopment Area
-  Residential
-  Commercial
-  Public Property
-  Industrial
-  Vacant

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 Consulting Engineers



**Existing Land Use**  
 Main Street Redevelopment Plan  
 Borough of Allenhurst  
 Monmouth County, New Jersey



Source: LSA, NJGIS, NJDEP and Monmouth County GIS  
 Revised: September 2023

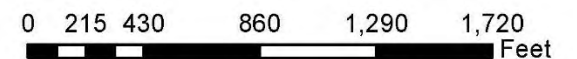




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 Consulting Engineers



**Context Map**  
 Main Street Redevelopment Plan  
 Borough of Allenhurst  
 Monmouth County, New Jersey



Source: LSA, NJGIS, NDEP  
 and Monmouth County GIS  
 Revised: September 2023



## GOALS

The following are the goals of this Redevelopment Plan:

- To encourage a pedestrian oriented mix of residential, retail, restaurant and public uses and capitalize on the area's proximity to the rail station and the beach.
- To develop a redevelopment project that provides an appropriate number of new residential units including townhouses, apartments, and the provision of affordable units.
- To create buildings and streetscapes that are consistent with the architecture and streetscape improvements of the Borough.
- To provide gateways and plaza areas along Main Street.
- To create townhouse housing opportunities as part the Power Station inclusionary development east of Main Street.
- To create a mid-rise mixed use development with retail and housing opportunities as part the Power Station inclusionary development west of Main Street.
- To demolish the former JCP&L buildings on the east and west side of Main Street and redevelop with mixed use multifamily and townhouses as part the Power Station inclusionary development.
- To assist in the provision of the Power Station inclusionary development by dedicating a portion of the Borough public property at Block 31/Lot 3, per the Power Station Settlement Agreement, to create multi-family affordable family rental units as part of the Power Station inclusionary development, as well as for the Borough to retain a portion of Block 31/Lot 3 as a municipal park and another portion for other municipal uses.
- To improve the public elements of the streetscape (e.g., lighting, paving, pedestrian linkages).
- To encourage parking location and design that provides shared or joint use facilities and integrates parking into the area in an unobtrusive manner.
- To promote creative physical and operational solutions for the provision of parking to ensure that parking requirements are met in an efficient way.
- To promote principles and practices of sustainable design.
- To maintain the historic character and scale of the community by incorporating existing architectural features as well as maintaining the scale, scope and size of the structures

which currently exist.

- To promote the utilization of high quality design standards in the construction of buildings and improvements.
- To stimulate economic development opportunities within and adjacent to the Redevelopment Area.

## **RELATIONSHIP OF PLAN TO THE BOROUGH LAND DEVELOPMENT REGULATIONS**

The Redevelopment Area shall be redeveloped in accordance with the standards detailed in this Redevelopment Plan. The Plan supersedes the Borough Land Use Regulations, including the HPO, for the Redevelopment Area unless specifically referenced. Other Borough regulations affecting developments that are in conflict are superseded by this Plan. If any conflict arises between the Redevelopment Plan and the Power Station Settlement Agreement, the terms of the Power Station Settlement Agreement shall supersede this Redevelopment Plan.

In connection with site plan or subdivision applications, the Planning Board may grant variances and/or deviations from the regulations contained within this Redevelopment Plan where by reason of exceptional narrowness, shallowness or shape of a specific piece of property or by reason of exceptional topographic conditions, pre-existing structures and physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan would result in peculiar and exceptional practical difficulties to, or exceptional or undue hardship upon, the developer or redeveloper of such property. The Planning Board may also grant a deviation from the regulations contained within this Redevelopment Plan related to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by such deviation from the strict application of the requirements of this Plan and the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan, if the literal

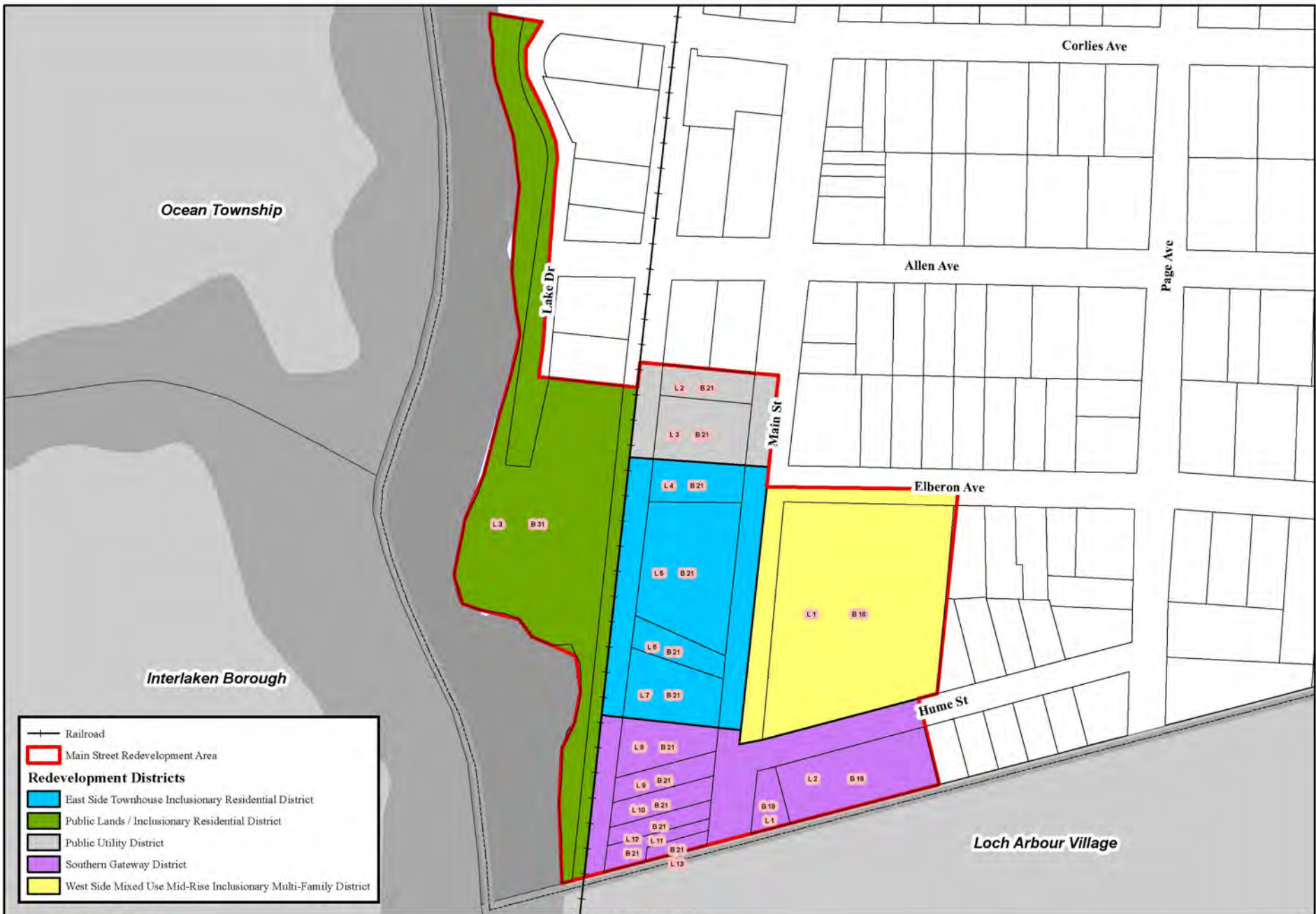


enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to this site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

Pursuant to the Power Station Settlement Agreement, the Planning Board shall consider reasonable bulk variances, waivers or de minimis exceptions as part of the inclusionary development applications and the Planning Board shall not impose cost generative requirements.

No deviations may be granted to permit a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of the Plan that results in a “d” variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Borough’s Land Use Board. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12a.&b. All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq.

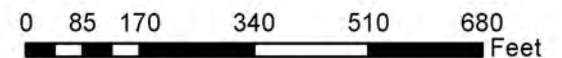
Final adoption of this Redevelopment Plan by the Borough’s Board of Commissioners shall be considered an amendment to the Borough of Allenhurst Zoning Ordinance and Zoning Map. Unless otherwise defined in the Plan, terms used in this plan shall have the same meaning as defined in the Borough’s Zoning Ordinance.



LEON S. AVAKIAN, Inc.  
 Consulting Engineers



**Districts**  
 Main Street Redevelopment Plan  
 Borough of Allenhurst  
 Monmouth County, New Jersey



Source: LSA, R/G/R, NIDEP  
 and Monmouth County GIS  
 Revised: September 2023

## **DISTRICT STANDARDS**

It is the intent of this Plan to encourage the redevelopment of the Redevelopment Area with residential, retail, restaurant, and public park uses that enhance the vitality of Main Street; to take advantage of the proximity to the train station; to benefit from the presence of Deal Lake as a valuable natural resource; and address the Borough's obligation to provide its fair share of very-low, low and moderate-income housing units, past and present, in concert with the Power Station Settlement Agreement which requires a three-parcel inclusionary development and with the FSHC Settlement Agreement which requires the municipal adoption of both a Main Street Commercial District Overlay Inclusionary Zone which overlays a portion of the Redevelopment Area as well as other parts of the Borough's Main Street corridor and the adoption of a Mandatory Set Aside Ordinance.

The following standards apply to the five individual Districts within the Area:

- West Side Mixed-Use Mid-Rise Inclusionary Multi-Family District (Block 21, Old Lot 4 portion of Lot 3, Lot 5 and Lot 6)
- Public Lands/ Inclusionary District (Block 31, Lot 3)
- East Side Townhouse Inclusionary Residential District (Block 18, Lot 1)
- Southern Gateway District (Block 19, Lots 1 and 2, Block 21, Lots 8-13)
- Public Utility District (Block 21, Lot 2 and Old Lot 3 portion of Lot 3)

The District standards contain information pertaining to the purpose of the district; the permitted and accessory uses; bulk standards; and other District-specific standards. The general design standards apply to all Districts. The concept plans discussion provides a site-specific framework for the redevelopment of key sites. The evaluation of any proposal submitted under the Redevelopment Plan shall be based upon these concept plans and sections of this Redevelopment Plan entitled "Relationship of Plans to the Borough Land Development Regulations" including District and Design Standards. Pursuant to the Power Station Settlement Agreement, the twenty-three (23) affordable units to be provided in the Public Lands/Inclusionary District represents the total affordable housing obligation of the West Side Mixed Use Inclusionary District, - the East Side Townhouse Inclusionary Residential District and the Public Lands/Inclusionary District. No

further affordable housing obligation (whether it be affordable housing units or an affordable housing development fee) will be required as to the West Side Mixed Use Inclusionary District, the East Side Townhouse Inclusionary Residential District or the specific portion of the Public Lands/Inclusionary District known as the Lake Drive Property.

### **West Side Mixed-Use Mid-Rise Inclusionary Multi-Family District**

*Purpose:* To demolish the existing JCP&L buildings and construct new buildings and structures, to provide a mid-rise market-rate multi-family inclusionary housing development, more specifically set forth in the court-approved Power Station Settlement Agreement. Demolition and new construction are necessary to achieve the vision of the Redevelopment Plan.

#### *Principal Permitted uses:*

- Residential dwelling units, located on the second floor and above only. These market-rate units may be for rent or sale at the sole discretion of the redeveloper.
- All uses permitted in the Borough's C-1 Commercial District, professional office and building amenities, located on the first floor only. Building amenities or accessory uses to the residential dwelling units may be located on upper floors. Building amenities may include a gym, lounge areas, recreation areas and office areas.
- Restaurants, outdoor dining, and other eating/dining establishments (without drive-thru), located on the first floor only.
- Off-street Parking.
- Wireless communication antennas

#### *Permitted Accessory uses:*

- Health club, gym, pool and other such recreational facilities associated with the residential uses, parking, including structured parking, signage, roof-mounted solar panels not visible to the public, and other uses customarily incidental to the principal use.

#### *Bulk Standards:*

- Maximum Residential Density: 62 Market-Rate Units on Block 21, Lots 5, 6 and Old Lot 4 Portion of Lot 3.

- Minimum Unit Size: 700 square feet. Unit sizes shall be calculated based on Net Square Footage (NSF). NSF is defined as the usable space measured from the inside finished surfaces of the unit's demising walls.
- Units may have up to 4 bedrooms.
- Maximum Height:
  - Five (5) Stories and 65 Feet.
  - Rooftop mechanical equipment including stair towers, parapets, decorative sloping mansard roofs; mechanical equipment, including elevator towers, HVAC units, and other typical installations; and associated screening or enclosures may exceed the maximum Building Height by up to 11.5 feet. Chimneys, cupolas and other ornamental architectural features may exceed the maximum Building Height by up to 16.5 feet. Decorative finials atop cupolas are exempt from the height limitation.
  - Rooftop Amenity Space: Common Rooftop amenity space associated with a permitted use on site (i.e., roof deck for residential tenants, rooftop dining area, etc.) may exceed the maximum height by up to ten (10) feet provided such space does not occupy more than 25% of the rooftop. Rooftop private terraces do not count toward the 20% maximum.
  - All rooftop mechanical equipment shall be screened with architectural elements compatible with the building design to prevent visibility from street level. In addition, these appurtenances shall be set back a minimum of ten (10) feet or a distance equal to their height, whichever is greater, from the building façade.
  - Amenity spaces located on the rooftop shall be designed to limit visibility from ground level. Any roofed amenity space shall be set back a minimum of ten (10) feet from outermost/predominant the building façade. Amenity space that is not covered by a roof may be located within this setback area.
  - Second Floor Space: Amenity spaces on second-floor decks and private balconies or terraces shall not be subject to any setback requirements. These spaces shall be designed to be cohesive with the overall architectural character of the building and shall be designed to limit visibility from the street level.
  - For purposes of the West Side Mixed-Use Inclusionary Multi-Family District only, "Building Height" shall be measured to the top of the roof deck of a flat roof, not the



pedestal floor. The building height shall be measured from the average grade located six (6) feet from the foundation facing the nearest public street.

- There shall be no required minimum setback for the front, side and rear yards.
- The existing buildings are contemplated by this Plan to be demolished. As such, demolition of these structures shall not require a Certificate of Appropriateness for demolition pursuant to Section 11.8.a.1c of the HPO.

*Parking Standards:*

- Off-street parking for the site shall be provided in accordance with the Residential Site Improvement Standards (RSIS), using the “Mid-Rise or Garden Apartment” standard for residential uses:
  - 1 Bedroom Units - 1.8 Spaces / Unit
  - 2 Bedroom Units - 2.0 Spaces / Unit
  - 3 Bedroom Units - 2.1 Spaces / Unit
  - 4 Bedroom Units – 2.1 Spaces/ Unit
- Off-street parking for non-residential uses:
  - Provision of off-street parking is not required for non-residential uses.
- Off-street parking may be provided as surface parking or within a structure.
- Parking management strategies and creative parking designs are permitted in order to efficiently utilize the site. Some strategies and designs include, but are not limited to, tandem parking (with both spaces assigned to the same unit), valet parking, stacked parking, and automated parking systems. All parking arrangements shall be presented with technical and operational details at the time of site plan application and are subject to review and approval by the Board.
- EV stations shall be provided consistent with State law, inclusive of any available credits to reduce the required parking by up to 10% of the overall requirement.

*Additional Standards:*

- Signage for any first-floor, non-residential units shall have a consistent design that is compatible with the architectural design of the building and visually coordinated throughout the site.

- Wall sign area shall be limited to 5% of the first-floor façade area of each non-residential unit, and freestanding signs shall be prohibited.
- Signs shall not be backlit or have any form of interior illumination. Signs shall only be illuminated with exterior up or down lighting such as “gooseneck” fixtures.
- Adequate lighting consistent with Illuminating Engineering Society (IES) best practices, shall be provided throughout the site. Fixtures shall be shielded as necessary to prevent glare, sky glow, and off-site light spillage.
- Decorative light fixtures, consistent in design to the existing luminaires on Main Street shall be provided along Main Street, and in any plaza areas.
- Sustainable design practices, and LEED certifiable buildings are encouraged but not required.
- Additional identification signage for the residential portion of the building is permitted, in a style compatible with the architectural design of the building subject to review and approval of the Land Use Board.

*Concept Plan: West Side Mixed-Use Mid-Rise Inclusionary Multi-Family District*

The concept plan for this site proposes a residential mixed-use mid-rise multi-family building, which may include street-oriented commercial uses, restaurants, residential uses, a public plaza, and surface/structured parking. The proposed building is intended to accommodate market-rate multi-family residential uses on the upper floors and uses accessory to the building's residential uses (e.g., fitness center and parking) as part of the overall Power Station inclusionary development. Building amenities, restaurants or other commercial uses, should be provided at street level. Structured parking utilizing creative design and management techniques to maximize the efficient use of space should be provided for the residential units.

The concept plan is meant to be illustrative and consistent with the standards contained in this Plan. It is expected that the final design of the site will be substantially consistent with this concept, and such final design shall be memorialized in a redevelopment agreement between the Borough and the redeveloper. The concept plan contained herein includes an exterior elevation plan (identified as PB3-1) and floor plans (identified as PB2-1.1 through PB2-1.4), prepared by Appel Design Architects, last revised July 20, 2023.





**APPEL DESIGN GROUP**  
ARCHITECTS  
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ROSELAND, NJ 07068  
TEL: 973.594.1773  
FAX: 973.594.1774

**ALLENHURST POWER  
STATION  
BOROUGH OF ALLENHURST  
NEW JERSEY**

NO. REVISED BY DATE  
1. SCALE FROM REVISED BY DATE




LAURENCE SCHEINER & ASSOCIATES  
ATTORNEYS AT LAW  
100 N. 9TH STREET  
NEW JERSEY 07102

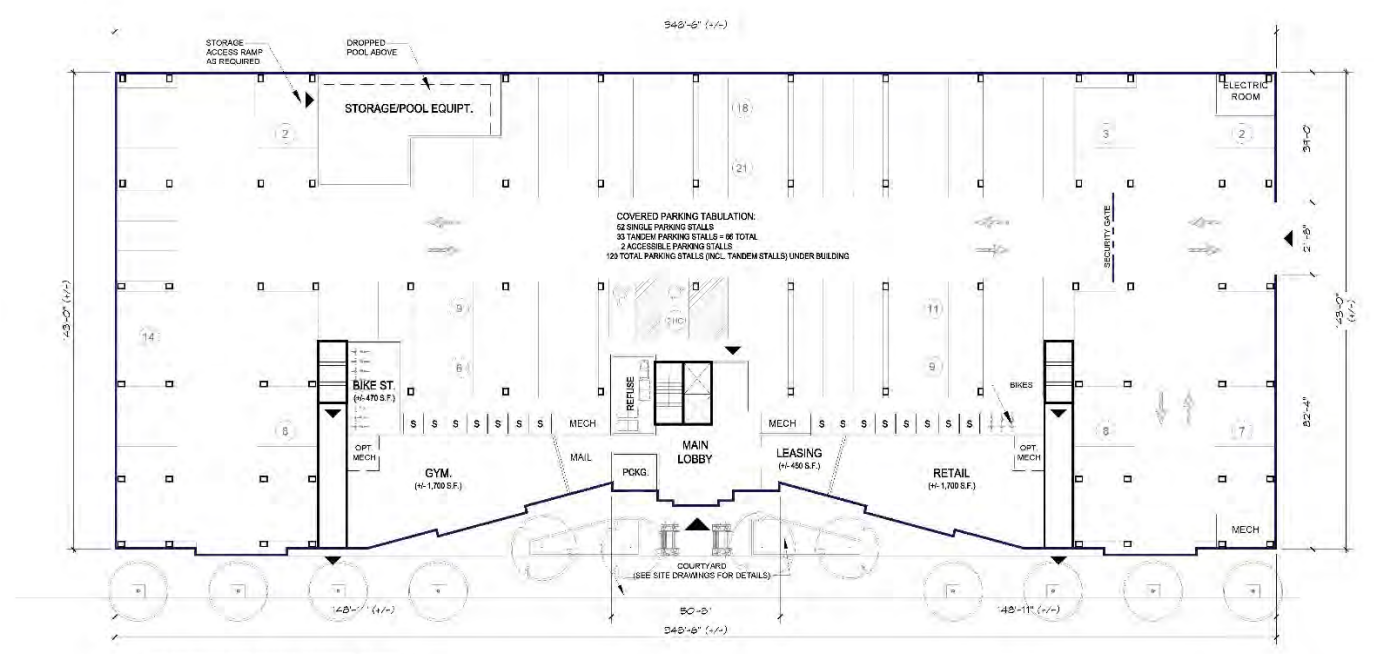
**FLOOR # 0 ANS**

PROJECT NO. 111  
2011-0001-01-1  
02.2011 01.14.2011/01  
DATE: 01.14.2011

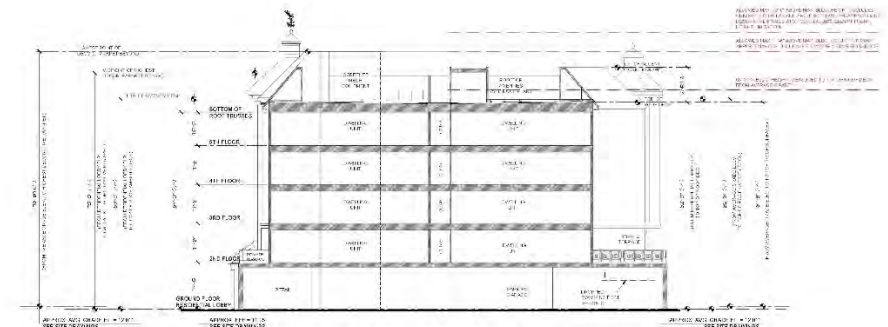
DRAWING: 01-01

**PB2-1.1**

CONTRACT NO. N/A



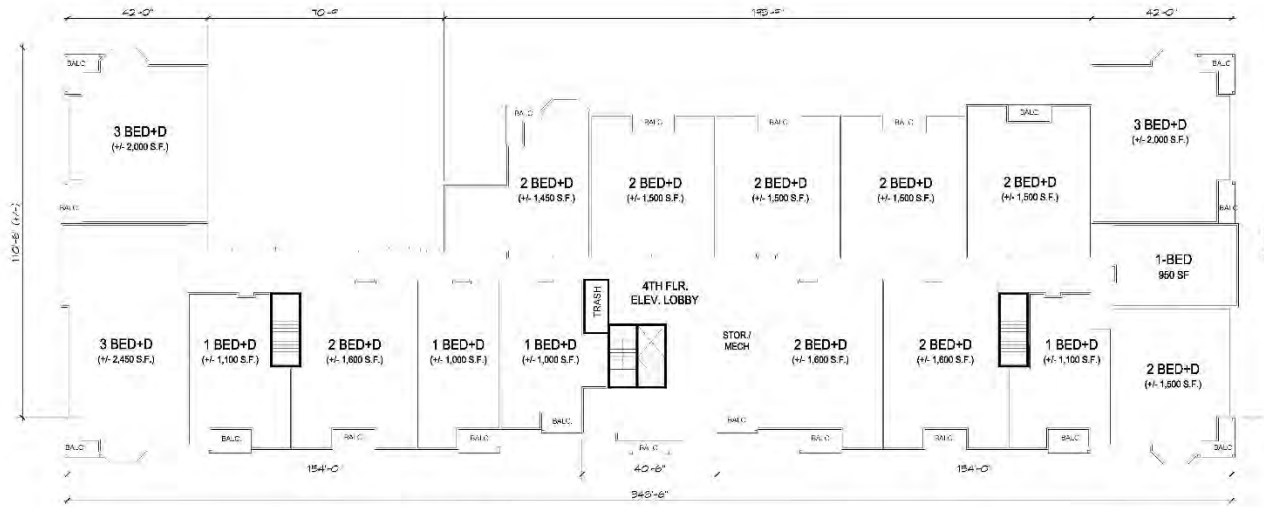
SEE SITE DRAWINGS FOR ADDITIONAL INFORMATION AND DETAILS.  
**2 PROPOSED GROUND FLOOR**  
SCALE: 1/8" = 1'-0"



**1 BUILDING SECTION DIAGRAM**  
SCALE: 1/8" = 1'-0"







**PROPOSED 4TH FLOOR**  
SCALE: 1/16" = 1'-0"



**PROPOSED 5TH FLOOR**  
SCALE: 1/16" = 1'-0"



**APPEL DESIGN GROUP**  
ARCHITECTS

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FAX: (201) 584-1770

**ALLENHURST POWER  
STATION  
BOROUGH OF ALLENHURST  
NEW JERSEY**

NO. REVISIONS  
DATE FOR REVISIONS

NO.	REVISIONS	DATE



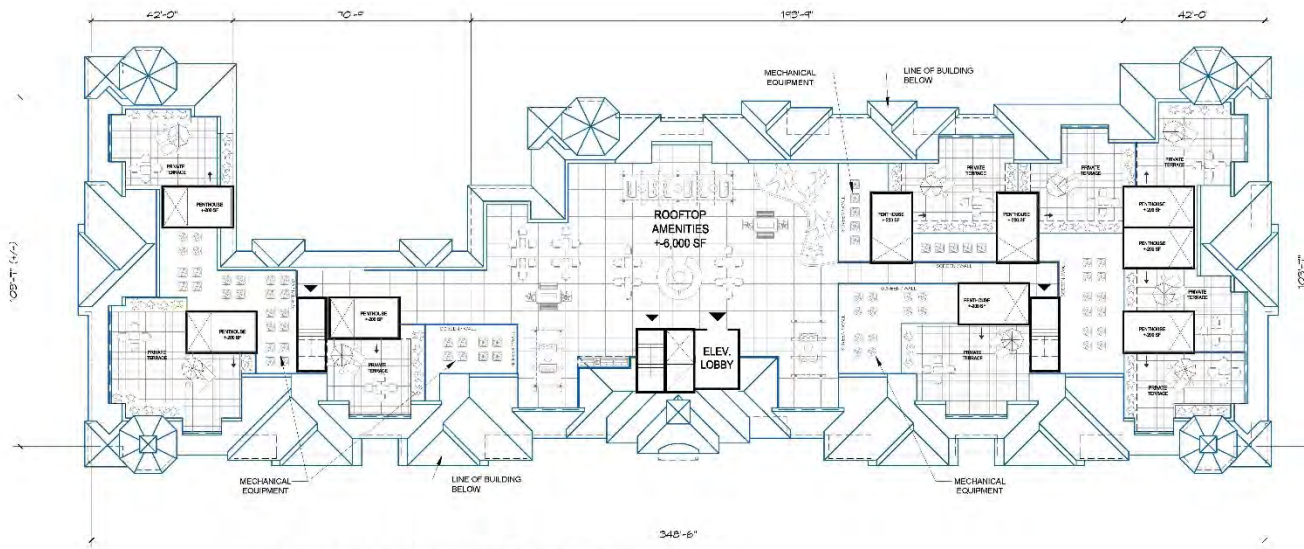
FLOOR PLANS

PROJECT NO. 111  
DATE: 04/15/2019  
SCALE: ALL PLANS UNLESS NOTED OTHERWISE  
DRAWING NO. 111-101

**PB2-1.3**

CORNER: N/A

DATE: 02.01.2023 11:25 AM FILE: C:\PROJECTS\116902954\116902954.dwg PLOT DATE: 02/21/2023 3:00 PM BY: JH

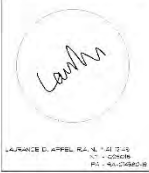


CONCEPTUAL ROOFTOP AMENITY DECK LAYOUT SHOWN - FINAL DESIGN MAY VARY  
**PROPOSED ROOF AND ROOFTOP AMENITIES**  
 SCALE: 1/16" = 1'-0"



**ALLENHURST POWER  
 STATION**  
 BOROUGH OF ALLENHURST  
 NEW JERSEY

NO.	REVISION	BY	DATE
1	ISSUE FOR PERMIT	JH	1.22.23



FLOOR PLANS

DRAWN BY: JH  
 CHECKED BY: JH  
 DATE: 01/14/2023  
 DESIGNED BY: JH

DRAWING

**PB2-1.4**

DO NOT SCALE

## **East Side Townhouse Inclusionary Residential District**

### *Purpose:*

The purpose of the district is to provide for new market-rate townhouse residential development, as part of the overall Power Station inclusionary development more specifically set forth in the court-approved Power Station Settlement Agreement, along the east side of Main Street in a form and design consistent with Allenhurst's historic residential character.

### *Principal Permitted Uses:*

- Market-Rate Townhouses - A one-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

### *Permitted Accessory Uses:*

- Parking, signage, and other uses customarily incidental to the principal use.

### *Bulk Standards:*

- Maximum Residential Density - 28 market-rate units on Block 18, Lot 1
- Unit width: Each Townhouse unit shall be a minimum of 24 feet in width.
- Unit size: Each townhouse unit shall have a minimum interior gross floor area of 1,680 square feet. Floor area shall be measured from outside of exterior walls and from the center of demising or party walls.
- Maximum Number of Townhouse Units in a Structure: Five (5)
- Setback Requirements (to building façade, exclusive of covered porches/decks):
  - Minimum 20 feet to Main Street and Elberon Avenue
  - Minimum 10 feet to Hume Street
  - Minimum 15 feet to adjacent residential properties
  - Minimum 12 feet between groups of townhouses
  - Maximum height: four (4) stories (inclusive of garage/basement level), 38 feet as measured to the highest point from the mean elevation of the grade five (5) feet away from foundation, or proposed foundation, along the side(s) of the building facing a street or to the street line, whichever is closer to the foundation. On corner lots, the height shall be measured on the street having the greatest slope. In all cases where this Redevelopment Plan provides for a height limitation by reference to a specified height

and a specified number of stories, the intent is to limit height to the specified maximum footage and specified number of stories within the footage.

- Maximum Building Coverage: 40%
- Maximum Impervious Coverage: 75%

*Additional Standards:*

- No unit shall be permitted to have more than four (4) bedrooms, which limitation shall be included in the recorded Master Deed for the townhouse development.
- No bedrooms shall be permitted on the first floor (garage level), or the second floor. A maximum of three (3) bedrooms shall be permitted on the third floor, and a maximum of one (1) bedroom shall be permitted on the fourth floor.
- The mudroom on the garage level shall be designed to prevent that area from being converted into an additional bedroom, which design should include centering the mechanical room in the area.
- The garage level may have a full or half-bathroom but shall not contain any other habitable space. Use of the garage level shall be limited to the garage, bathroom, entry and circulation area, storage, and mechanical/utility rooms.
- Any fourth (4<sup>th</sup>) story common area space shall be designed with small non-egress windows (size as defined by the NJ Uniform Construction Code) and with an open stair without door to the level below. Juliet, French Doors, and similar large window openings shall not be permitted in this area.
- No yard setback requirements shall apply between townhouses sold as fee simple units on individual lots with a common area managed by a homeowner's association. Standards shall apply to the perimeter of the entire development.
- Each townhouse shall have a front porch with a minimum area of 110 square feet.
- A publicly accessible plaza/park shall be provided along a portion of the Main Street frontage. The location of the plaza shall be designed to complement the plaza on the west side of Main Street in the Mixed-use district.
- Utilities: All utilities including but not limited to electric, telephone, internet, etc. shall be directed to each unit underground to the extent allowable by the utility company or other applicable regulatory authority.
- TV antennas, Dish antennas and similar devices shall be prohibited.



- Parking:
  - A two-car garage, with unobstructed interior space of not less than 20 feet in width and 20 feet in depth, and a driveway with a minimum of 18 feet in width and 18 feet in depth shall be provided for each townhouse unit.
  - Notwithstanding the Plan's required dimensions outlined above, the townhome development shall be in accordance with the Residential Site Improvement Standards (RSIS), including guest parking provided at a rate of one half (0.5) spaces per unit. Consistent with the RSIS, guest parking must either be provided on-street or in common parking areas, on- or off-site.
- Buffer:
  - A buffer area consisting of landscaping 10 feet in width and a 6-foot-tall fence as measured from surrounding grade shall be provided along the property line adjacent to existing residential uses.
- Driveways and Drive Aisles:
  - Driveways and curb cuts are prohibited on Main Street
  - Principal interior drive aisles, defined as a drive aisle with direct access to two public streets, shall be a minimum of 24 feet in width. Secondary interior drive aisles without direct access to a public street or with access to one public street shall be a minimum of 20 feet in width.
  - The existing building is contemplated by this plan to be demolished. As such demolition of these structures shall not require a Certificate of Appropriateness for demolition pursuant to Section 11.8.a.1c of the HPO.

*Concept Plan: East Side Townhouse Inclusionary Residential Development*

The concept plan for this site proposes twenty-eight (28) market-rate townhouses grouped in seven separate buildings. Two groups of townhouses would be oriented toward Main Street, four buildings of townhouses would be oriented toward the interior of the site, and a single townhouse building would be oriented toward Elberon Avenue. Vehicular access is proposed from Hume and Elberon Streets. Two-car garages and two-car driveways as required in the parking standards hereinabove, are proposed for each townhouse unit, all oriented toward the site interior. A public plaza area and additional visitor parking are proposed on the site near Main Street.

The architectural design of the townhouses provides turreted front porches, awnings, and other design elements that are reminiscent of the historic character of Allenhurst's residential district. Front yard landscaping and walkways connect the buildings to the street and provide for a traditional neighborhood feel. A courtyard in the central portion of the site provides a similar feel for the interior units that do not front directly on a public street.

The following concept plan is meant to be illustrative and consistent with the standards contained in this Plan. It is expected that the final design of the site will be substantially consistent with this concept, and such final design shall be memorialized in a redevelopment agreement between the Borough and the redeveloper. The concept plan contained herein includes an exterior elevation plan (identified as PB1-2.1) and floor plan (identified as PB1-1.1), prepared by Appel Design Architects, last revised February 22, 2021.

**ALLENHURST  
REDEVELOPMENT  
BOROUGH OF ALLENHURST  
MONMOUTH COUNTY, NJ**

NO. REVISION	BY	DATE
01	AS	11.11.22
02	AS	11.11.22
03	AS	11.11.22
04	AS	11.11.22
05	AS	11.11.22
06	AS	11.11.22
07	AS	11.11.22
08	AS	11.11.22
09	AS	11.11.22
10	AS	11.11.22



**CITY PLANNING  
ELEVATOR**

PROJECT NO. 22-001  
SCALE: AS SHOWN  
DATE: 11/11/22

**PB1-2.1**

N/A



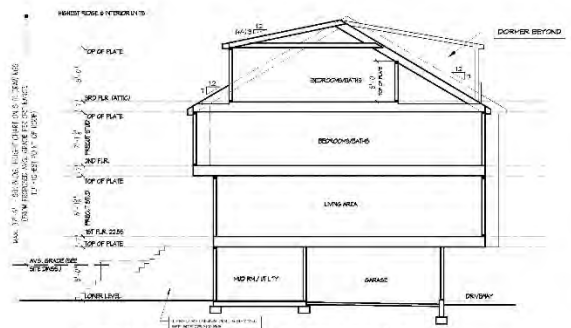
**A. TYPICAL FRONT ELEVATION (UNITS 1-4 SHOWN)**  
SCALE = 1/8" = 1'-0"



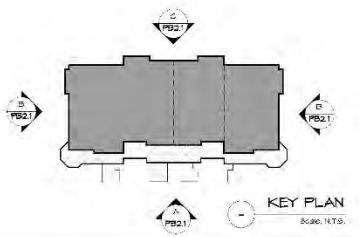
**B. TYPICAL SIDE ELEVATION (UNITS 1-4 SHOWN)**  
SCALE = 1/8" = 1'-0"



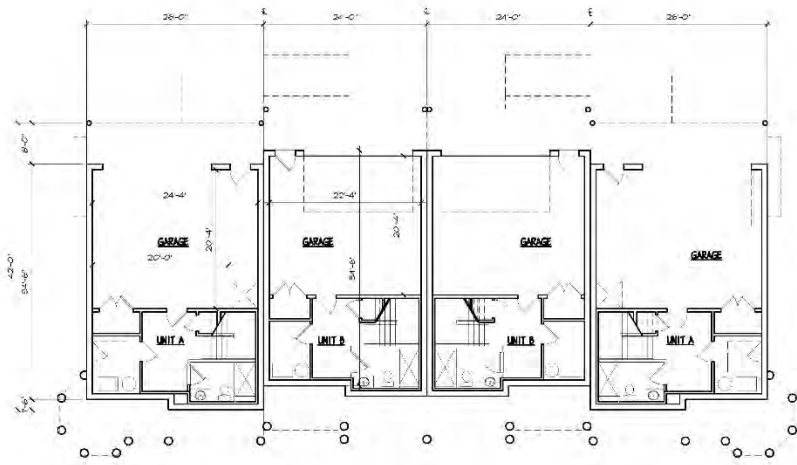
**C. TYPICAL REAR ELEVATION (UNITS 1-4 SHOWN)**  
SCALE = 1/8" = 1'-0"



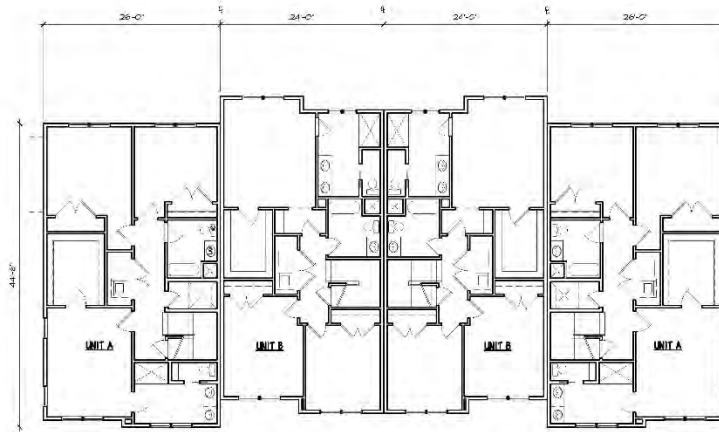
**TYPICAL DIAGRAMMATIC BUILDING SECTION**  
SCALE = 1/8" = 1'-0"



NO.	DESCRIPTION	BY	DATE
1	INTERIOR FINISH SCHEDULE	AS	11.11.22
2	EXTERIOR FINISH SCHEDULE	AS	11.11.22
3	MECHANICAL SCHEDULE	AS	11.11.22
4	ELECTRICAL SCHEDULE	AS	11.11.22
5	PLUMBING SCHEDULE	AS	11.11.22
6	PAINT SCHEDULE	AS	11.11.22
7	GLASS SCHEDULE	AS	11.11.22
8	IRONING SCHEDULE	AS	11.11.22
9	CONCRETE SCHEDULE	AS	11.11.22
10	FOUNDATION SCHEDULE	AS	11.11.22
11	ROOFING SCHEDULE	AS	11.11.22
12	MECHANICAL SCHEDULE	AS	11.11.22
13	ELECTRICAL SCHEDULE	AS	11.11.22
14	PLUMBING SCHEDULE	AS	11.11.22
15	PAINT SCHEDULE	AS	11.11.22
16	GLASS SCHEDULE	AS	11.11.22
17	IRONING SCHEDULE	AS	11.11.22
18	CONCRETE SCHEDULE	AS	11.11.22
19	FOUNDATION SCHEDULE	AS	11.11.22
20	ROOFING SCHEDULE	AS	11.11.22



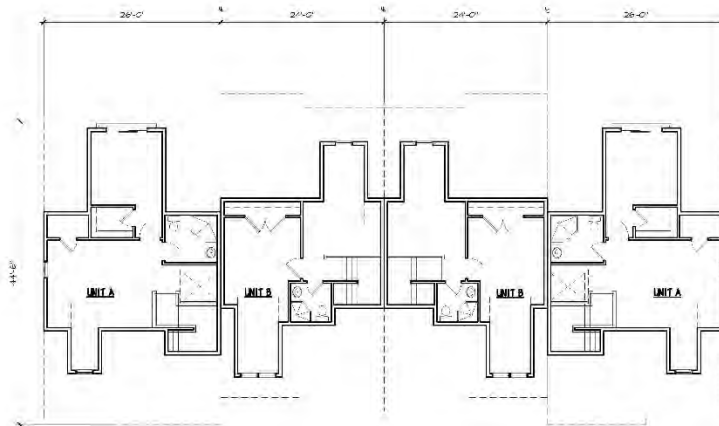
TYPICAL GARAGE PLAN  
SCALE = 1/8" = 1'-0"



TYPICAL SECOND FLOOR PLAN  
SCALE = 1/8" = 1'-0"



TYPICAL FIRST FLOOR PLAN  
SCALE = 1/8" = 1'-0"



TYPICAL ATTIC PLAN  
SCALE = 1/8" = 1'-0"



APPEL DESIGN GROUP  
ARCHITECTS  
233 BOSTON AVENUE, SUITE 200  
MONMOUTH BEACH, NJ 08852  
TEL: 732.329.4400  
WWW.ADG-ARCH.COM

ALLENHURST  
REDEVELOPMENT  
BOROUGH OF ALLENHURST  
MONMOUTH COUNTY, NJ

CD - 08/18/09	BY - EJC/TS
DATE FOR REVIEW	REV - 1-1-09
ISSUE FOR REVIEW	CD - 1-22-09
ISSUE FOR REVIEW	CD - 6-13-09
ISSUE FOR REVIEW	CD - 10-1-09
ISSUE FOR REVIEW	PP - 1-18-10
ISSUE FOR REVIEW	PP - 2-23-10
ISSUE FOR REVIEW	PP - 0-04-10
ISSUE FOR REVIEW	CD - 2-22-11



APPEL DESIGN GROUP  
ARCHITECTS  
233 BOSTON AVENUE, SUITE 200  
MONMOUTH BEACH, NJ 08852  
TEL: 732.329.4400  
WWW.ADG-ARCH.COM

Full Circle  
P.L.L.C.

DATE: 07-11-11  
SCALE: 1/8" = 1'-0"  
SUBJECT: ALLENHURST CD  
DRAWN:

PB1-1.1

N/A

## **Public Lands/Inclusionary District**

### *Purpose:*

The purpose of the district is to provide for various municipal uses as well as to also provide the third parcel of the overall Power Station Inclusionary development (West Side, East Side and Lake Drive property) as more fully set forth in the court-approved Power Station Settlement Agreement. The Lake Drive parcel will include very-low, low and moderate-income multi-family non-age-restricted housing on a portion of Block 31, Lot 3 that satisfies the affordable housing obligation of the overall Power Station inclusionary development of the West Side Mixed-Use Mid-Rise Multi-Family Inclusionary District and the East Side Townhouse Inclusionary Residential District consistent with the terms of the Power Station Settlement Agreement. At least four (4) lots are proposed in the District with one lot to be dedicated to Power Station to permit the development of up to twenty-three (23) family affordable rental housing units, based upon a twenty (20%) set-aside, but not less than twenty (20) family rental housing units, to satisfy the overall Power Station fair share obligation, one lot for development of a cell tower, one lot for the Borough to develop an area to serve as storage for beach cabanas and the balance of the district for a public park along Lake Drive.

### *Principal Permitted Uses:*

- Very-Low, Low and Moderate-Income Affordable Multi-Family Residential Units per the Power Station Settlement Agreement.
- Public and Quasi Public Uses, including Borough beach cabana storage.
- Parks and
- Cell Towers and equipment.

### *Permitted Accessory Uses:*

- Parking, signage, and other uses customarily incidental to the principal use.

### *Bulk Standards:*

- Maximum Residential Density – 23 family affordable multi-family rental units on newly created Block 31, Lot 3.01 (portion of former Lot 3 after subdivision)
- Minimum Lot Area For Lot 3.01: 74,500 square feet (1.7 acres).
- Minimum Lot Area For Cell Tower and Public and Quasi Public Uses: 3,000 square feet
- Maximum Number of Multi-Family Units in a Structure: Twelve (12)
- Setback Requirements For Lot 3.01 (to building façade excluding architectural projections and/or features such as bay windows, porticos, etc.)



- Minimum Front Yard Setback (Lake Drive): 30 feet.
- Minimum Side Yard Setback (Railroad and Deal Lake): 20 feet
- Minimum Rear Yard Setback: 40 feet
- Minimum 50 feet between buildings
- Maximum height: 3 stories, 38 feet as measured from the finished first floor of each building.
- Maximum Impervious Coverage: 50%

*Additional Standards for the Inclusionary Development on Lot 3.01:*

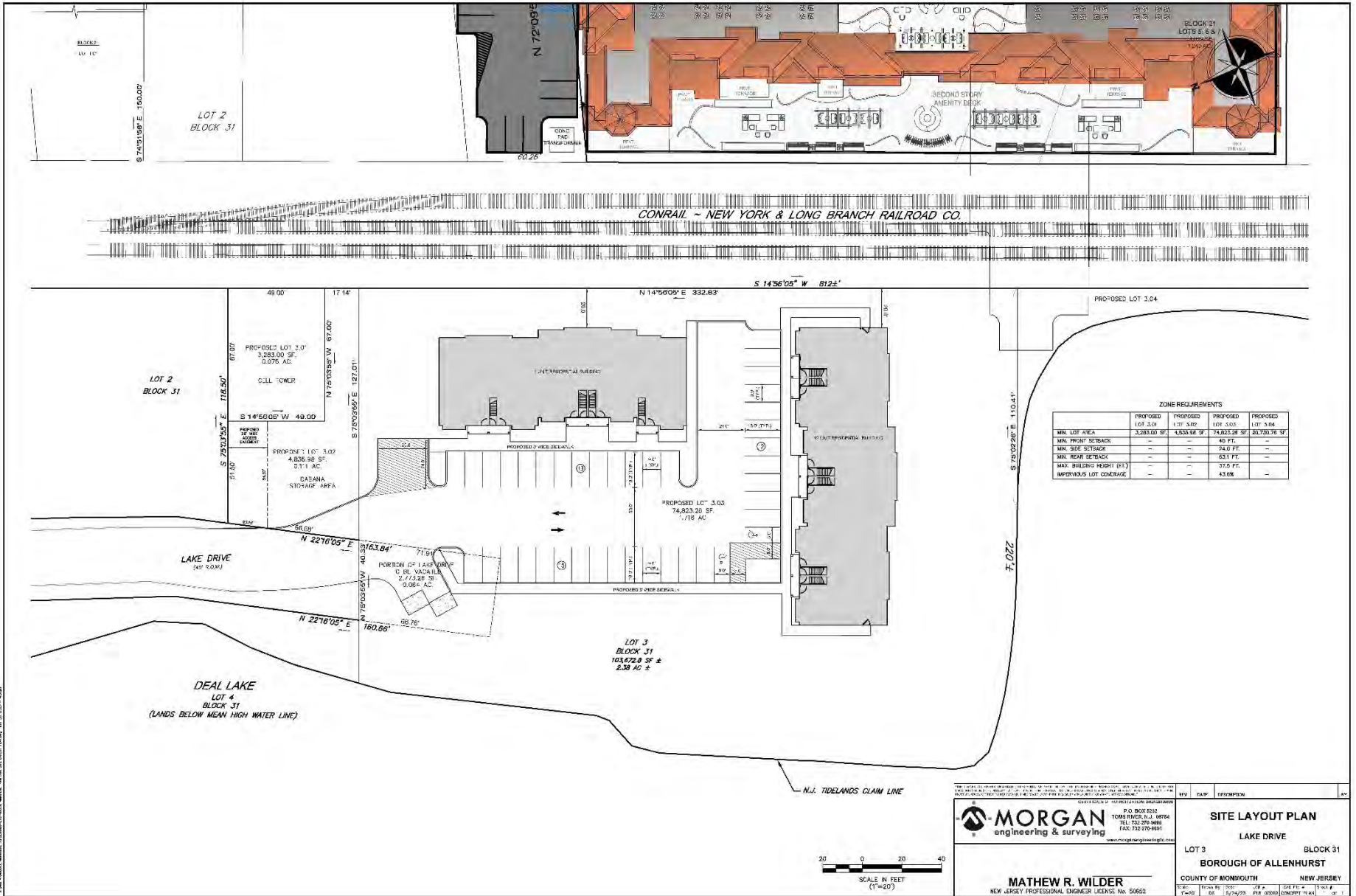
- The inclusionary development on Lot 3.01 shall be designed in accordance with UHAC regulations (as modified per the Power Station Settlement Agreement) with regard to the income and bedroom distribution requirements and other affordable housing requirements.
- Utilities: All utilities including but not limited to electric, telephone, internet, etc. shall be directed to each unit underground to the extent allowable by the utility company or other applicable regulatory authority.
- TV antennas, Dish antennas and similar devices shall be prohibited.
- Refuse areas are permitted in the front yard.
- Parking:
  - Multi-family parking requirement: a minimum of 1.5 spaces/unit
- Buffer:
  - A buffer area consisting of landscaping 10 feet in width and a 6-foot-tall fence subject as measured from surrounding grade shall be provided along the property line adjacent to existing residential uses.

*Concept Plan: Lake Drive Property portion of Public Lands/Inclusionary District*

The Borough has committed to subdivide Block 31, Lot 3 (Public Lands/Inclusionary District) to allow for the dedication of the Lake Drive Property (new Lot 3.01) to Power Station to provide the third parcel of an inclusionary multi-family development that satisfies the affordable housing obligation of the overall Power Station inclusionary development of the West Side Mixed-Use Inclusionary District, the East Side Townhouse Inclusionary Residential District and the Lake Drive Property consistent with the terms of the Power Station Settlement Agreement. The balance

of Lot 3 will remain for municipal uses (i.e., cell tower and cabana storage) as well as public park land along the Lake. The concept plan for this site proposes twenty-three (23) very-low, low and moderate-income multi-family units located in two (2) separate buildings. The development will consist of four (4) one-bedroom units; fourteen (14) two-bedroom units; and five (5) three-bedroom units with the income breakdown by bedroom count per the Power Station Settlement Agreement. Vehicular access is proposed from Lake Drive. The architectural design of this inclusionary project includes design elements that are compatible with the historic character of Allenhurst's residential district.

The following concept plan is meant to be illustrative and consistent with the standards contained in this Plan. It is expected that the final design of the inclusionary development on the site (new Lot 3.01) will be substantially consistent with this concept, and such final design shall be memorialized in a redevelopment agreement between the Borough and the redeveloper. The concept plan contained herein includes a site layout plan, prepared by Morgan Engineering and Surveying, last revised July 2, 2023 and exterior elevation plan (identified as PB-1.2) prepared by Appel Design Architects, last revised August 3, 2023.



CONRAIL - NEW YORK & LONG BRANCH RAILROAD CO.

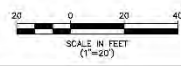
ZONE REQUIREMENTS

	PROPOSED LOT 2.01	PROPOSED LOT 3.02	PROPOSED LOT 3.03	PROPOSED LOT 3.04
MIN. LOT AREA	3,283.00 SF	4,836.98 SF	74,823.26 SF	103,672.8 SF
MIN. FRONT SETBACK	-	-	40 FT.	-
MIN. SIDE SETBACK	-	-	74.0 FT.	-
MIN. REAR SETBACK	-	-	83.1 FT.	-
MAX. BUILDING HEIGHT (H)	-	-	37.5 FT.	-
IMPERVIOUS LOT COVERAGE	-	-	43.6%	-

**MORGAN**  
engineering & surveying  
P.O. BOX 5518  
TOMS RIVER, N.J. 08784  
TEL: 732-270-9885  
FAX: 732-270-8991  
www.morganengineering.com

**SITE LAYOUT PLAN**  
LAKE DRIVE  
LOT 3 BLOCK 31  
BOROUGH OF ALLENHURST  
COUNTY OF MONMOUTH NEW JERSEY  
DATE: 05/13/2019 2:28 PM  
DRAWN BY: MATH R. WILDER  
SCALE: 1"=20'

**MATHEW R. WILDER**  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 59662



DATE: 05/08/2018 11:54 AM BY: JACOB L. LAMBERT, P.E. PROJECT: 11 UNIT BUILDING REDEVELOPMENT PROJECT, 25 APPALACHIAN BLVD., ALLENHURST, NJ 07002



11 UNIT BUILDING  
FRONT ELEVATION  
Scale: 1/8"=1'-0"



APPEL DESIGN GROUP  
ARCHITECTS

25 APPALACHIAN BLVD., SUITE 200  
F. CHERRY FLD., 107002  
TEL: 973.854.4776  
WWW.APPELDESIGN.COM

ALLENHURST  
REDEVELOPMENT  
BOROUGH OF ALLENHURST  
MONMOUTH COUNTY, NJ

NO. REVISION BY DATE  
1. 000 FOR REVIEW PA 03/28



JACOB L. LAMBERT, P.E. 03/28/2018  
PA 03/28/2018

11 UNIT BUILDING  
FRONT ELEVATION

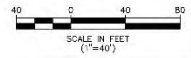
ENGINEER: JLL  
DESIGNER: JLL  
CLIENT: ALLENHURST-LAKE LODGE  
DATE: 05/08/2018

PB-1.2

N/A

**Overall Site Layout:** The concept plan contained herein depicts the overall site layout as to the proposed development of the West Side Mixed-Use Mid-Rise Multi-Family Inclusionary District, East Side Townhouse Inclusionary Residential District and the Public Lands/ Inclusionary District and was prepared by Morgan Engineering & Surveying, last revised July 21, 2023.





	CERT. NO. 15 OF ALL INFORMATION, ENCLOSURE TOWNSHIP OF TOMBS RIVER, N.J. 08754 TEL: 732-275-9800 FAX: 732-275-9851 <a href="http://www.morgansurveying.com">www.morgansurveying.com</a>	
	<b>MATHEW R. WILDER</b> NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50852	
<b>SITE LAYOUT RENDERING</b> LAKE DRIVE		LOT 3      BLOCK 31 BOROUGH OF ALLENHURST COUNTY OF MONMOUTH      NEW JERSEY
REV	DATE	DESCRIPTION
1		

The above referenced concept plan illustrates the overall contemplated redevelopment of the area consistent with the standards and provisions included herein.

### **Southern Gateway District**

#### *Purpose:*

To create an opportunity for adaptive reuse or new construction on the site of the existing Borough DPW/waterworks building; to upgrade the retail mall at the southeast corner of Main and Hume Streets; and to improve the commercial sites south of the JCP&L buildings, and west of Main Street. This plan attempts to shape this district as the southern gateway of Allenhurst by the provision of active retail and restaurant uses at the street level, public plazas, residential uses on upper floors, gateway signage, sidewalk and streetscape improvements. In addition, pursuant to the court-approved FSHC Settlement Agreement, this District is to be included in the Main Street Commercial District Overlay Inclusionary Zone which overlays a portion of the Redevelopment Area as well as other parts of the Borough's Main Street corridor which permits new residential development with an affordable housing set-aside.

#### *Principal Permitted Uses:*

- Residential (second floor and above only, except as may be modified by development adhering to the Main Street Commercial District Overlay Inclusionary Zone)
- Retail uses (without drive-thru)
- Restaurants, outdoor dining, and other eating/dining establishments (without drive-thru )
- Offices
- Municipal uses
- Financial institutions (without drive-thru)

#### *Permitted Accessory Uses:*

- Parking (including electric vehicle charging), signage, and other uses customarily incidental to the principal use.

#### *Bulk Standards:*

- Maximum Building Height: 2½ Stories or 35 feet
- Maximum Impervious Coverage: 80%
- Minimum Setbacks:
  - Front Yard: 10 feet
  - Side Yard: combined 20% of lot width; each 10% of lot width.

- Rear Yard: Not less than 20% of the lot depth

*Additional Standards:*

- The existing Borough DPW/waterworks building should be retrofitted or replaced subject to the approval of the Borough Historic Preservation Commission.
- Parking shall not be permitted between the building and the street line.
- The existing on-street parking shall be maintained.
- Off-street parking for residential uses shall be provided in accordance with RSIS.
- Off-street parking for non-residential uses:
  - Retail and service activities, banks and offices: Four (4) spaces per one thousand (1,000) square feet of gross floor area
  - Restaurants: one (1) parking space for every ten (10) seats
- Shared parking arrangements among uses shall be encouraged. Some or all of the off-street parking requirements for non-residential uses may be waived if it is determined that adequate public parking exists within 500 feet of the site.
- Adequate lighting shall be provided on each site, and decorative lighting fixtures shall be provided along Main Street, in the plaza areas, and in the outdoor dining areas.
- Suitable and high-quality landscaping shall be provided on all sites.
- Sustainable design practices, and LEED certified buildings are strongly encouraged.
- Publicly accessible electric vehicle charging stations shall be incorporated to the extent feasible.

*Concept Plan: DPW/waterworks Building*

This area currently contains the one-story DPW/waterworks building with a gable roof, large arched doorway openings that are currently sealed, a 60- to 70-foot-high smokestack, a retail mall fronting on to Main Street, and a parking lot associated with the building. The concept plan proposes either the adaptive reuse of the DPW/waterworks building or new construction at the site, subject to the approval of the Historic Preservation Commission. The adjacent retail mall at the corner should be updated into a mixed-use building with a second story addition.

## **Public Utility District**

*Purpose:* To recognize the existing use of the parcels for the production of utility services.

### *Principal Permitted Uses:*

- Public Utility Uses

### *Additional Standards:*

- Adequate fences and other safety devices must be provided as may be required. Fences, when used to enclose public utility facilities such as electrical power substations, shall be built in accordance with the applicable requirements of the New Jersey Board of Public Utility Commissioners and the New Jersey Uniform Construction Code.
- Sufficient landscaping, including shrubs, trees and lawn shall be provided and must be periodically maintained.
- Adequate off-street parking shall be provided.

## **General Standards for All Districts**

### *Prohibited Uses:*

- All uses not specifically permitted within this Plan.
- Uses specifically prohibited in the Borough Land Use Ordinance.
- Residential units rented for a period of less than one year.

### *Affordable Housing:*

Redevelopment plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b). In addition, areas of the Redevelopment Plan (not including the entirety of the Power Station Inclusionary Development) may also generate an affordable housing set-aside through compliance mechanisms to address the Borough's Unmet Need as set forth in the FSHC Settlement Agreement such as the Main Street Commercial District Overlay Inclusionary Zone and the Mandatory Set-aside ordinance requirements which reference the Borough's overall fair share affordable housing ordinance.

- If multiple properties are developed concurrently or in phases by one developer, the affordable units to satisfy the set-aside requirement in this Plan may be distributed in one or more phases of the project, provided such terms are set forth in a Redevelopment Agreement between the Borough and the applicable redeveloper and the phasing is

consistent with COAH's regulations on phasing at NJAC 5:93-5.6(d).

- Any affordable housing obligation of Power Station is addressed in the Power Station Settlement Agreement, which controls, and no further affordable housing obligation (whether it be additional affordable units or affordable housing development fee) is required.
- Affordable housing units shall comply with the Uniform housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor legislation, with the exception that in lieu of 10% of affordable units in rental projects being required to be affordable to households earning at or below 35% of the regional median household income, 13% of affordable units in such projects is required to be affordable to households earning at or below 30% of the regional median household income, consistent with and as required by the Fair Housing Act.
- Deed restrictions shall be filed ensuring the affordability controls remain in place for at least 30 years pursuant to UHAC.

*Work Period Limitation:*

Due to the scope and complexities of Redevelopment projects, the Borough may grant a designated redeveloper a waiver from the provisions of Ordinance Section 26-10 "Work Period Limitation," the terms of which shall be set forth in a redevelopment agreement between the Borough and the redeveloper. Power Station shall be granted this waiver consistent with the terms of the Power Station Settlement Agreement.

**Design Standards**

These design standards shall be applied with the use and bulk requirements detailed in this Plan. The design standards are intended to reinforce the physical, visual and spatial characteristics of the Redevelopment Area. Streetscape, parking, lighting, signage and landscape design shall be consistent with the design standards in the Land Use Ordinance of the Borough. In addition, the following standards shall apply:

- Parking structures (if any) shall be integrated into the overall architectural design of the area.
- Design of landscaped areas shall incorporate best management practices regarding



maintenance, including integrated pest management and the use of drought tolerant plantings.

- Loading areas shall be placed in the back or side of buildings and shall not be visible from the public right-of-way or from adjacent properties. Loading and parking areas shall be suitably screened to minimize impacts of noise, lighting, glare and visibility.
- Fire escapes shall be prohibited on the front façade of any building.
- The type, shape, pitch, texture and color of a roof shall be architecturally compatible with the building style, material, colors and details. New rooftop elements shall be screened from the public right-of-way.
- Architectural variety within an overall framework of design continuity shall be encouraged in new buildings. Visual variety created by building elements such as storefront entrances, canopies and signage help shorten the sense of distance and reduce the monotony of pedestrian strips.
- Buildings shall include, at the street level, design elements that encourage pedestrian interest such as large display windows, multiple entries and clear signage.
- Signage/awnings shall be consistent with the standards detailed in the Borough's Land Use Ordinance. In addition, vinyl waterfall awnings and neon lights shall not be permitted.
- Signs shall be illuminated externally only ("goose neck" lighting and such).
- Lighting: On-site lighting shall be compatible with the architecture of the buildings and be related to the building features.
- Whenever possible and appropriate, all above ground utilities shall be located underground.
- Utility meters and mechanical equipment shall be screened from public view with architectural features that are compatible with the overall design of the structure and/or landscaping.
- Rooftop building amenities are encouraged for multi-family residential development. The design of amenity space shall blend with the aesthetic of the building and shall not distract from the historical quality or overall design of the building. Lighting shall be limited to shielded, low level lighting that does not cast glare or spillage off the rooftop.

Streetscape Standards: The following streetscape standards apply to all major and minor streets within the Redevelopment Area:

- a. All streetscapes shall have trees planted to the greatest extent possible; spacing shall be maximum thirty (30') feet on-center or as appropriate for the tree species unless space is needed for signature entrances and driveway curb-cuts.
- b. Streetlights and traffic signal standards shall be installed consistent with the type currently utilized on Main Street.
- c. Brick pavers, similar to the existing paving on Main Street, shall be installed on all pedestrian crosswalks.
- d. New street furniture and other installations shall maintain uniformity with existing streetscape including tree grates. Street furniture such as benches, planters and bike racks are strongly recommended on Main Street.
- e. Uniform trash receptacles with tops that discourage disposal of household or business refuse.
- f. Planters- shall be uniform in style. Planters are permitted and encouraged within any plaza or park area.
- g. Bike racks shall be installed along Main Street.
- h. Traffic Calming Principles shall be employed where necessary.
- i. Textured crosswalks and paving shall be provided at major intersections.
- j. Landscaping, including street trees and planters shall be employed both for aesthetics and safety.

Therefore, all of the lands within the Main Street Redevelopment Area not owned by the Borough of Allenhurst are subject to acquisition for redevelopment. This Redevelopment Plan authorizes the Borough to exercise its condemnation powers on all properties in the Redevelopment Area, to acquire property or to eliminate any restrictive covenants, easements or any other property interests which may undermine the implementation of the Plan.

## **RELOCATION PLAN**

The Borough will provide all displaced residents with the appropriate relocation assistance, pursuant to applicable state and federal law, should relocation be necessary. Such relocation shall be provided through an appropriately designated office, which will assist in any relocation of persons, businesses or entities.

This Redevelopment Plan does not include the elimination of any residential units, therefore, no replacement of residential units is proposed as part of this Redevelopment Plan.

## **PLAN RELATIONSHIP WITH OTHER PLANS**

### **Borough of Allenhurst Master Plan (2008)**

The redevelopment area is located in an area that is designated for commercial and retail use along Main Street. The goals, objectives and standards contained in this Redevelopment Plan are consistent with the Borough's Master Plan.

### **Borough of Allenhurst Master Plan Reexamination Report (2018)**

The 2018 Reexamination Report brings forward the goals and objectives from the 2008 Master Plan, while also identifying some changes that were made to the Borough's Land Use Procedures, Development Regulations, and Historic Preservation Ordinance in response to the 2016 Residential District Study.

The Reexamination Report also identifies the significant impacts of Hurricane Irene and Superstorm Sandy and their role in magnifying the importance of resiliency and sustainability planning to the Borough.

Section D. of the Reexamination Report makes recommended changes to the Master Plan and development regulations. Among these recommended changes are to update the 2009 Housing Element and Fair Share Plan and explore methods to meet the Borough's affordable housing obligation, and to review and implement the Main Street Redevelopment Plan with revisions as necessary.

Section E of the Reexamination Report contains recommendations concerning the incorporation of redevelopment plans and recommended changes to effectuate the plans. One of the recommendations is to encourage year-round commercial uses in the existing Main Street Redevelopment Plan.

### **Borough of Allenhurst Housing Element and Fair Share Plan (2023)**

As required pursuant to the FSHC Settlement Agreement, the Borough of Allenhurst Land Use Board is scheduled to adopt the 2023 Housing Element and Fair Share Plan (“HEFSP”) in November 2023 and the governing body is scheduled to endorse the adopted plan also in November 2023. The 2023 HEFSP will address the Borough’s Prior Round and Third Round fair share obligation as adjusted by virtue of a vacant land adjustment. The Borough will address its realistic development potential (“RDP”) through the three-property Power Station Inclusionary Development (West Side, East Side and Lake Drive) and eligible rental bonuses and will adopt means to address its Unmet Need through the required adoption of an Affordable Housing Development Fee Ordinance, a Mandatory Set-aside Ordinance and the Main Street Commercial District Overlay Inclusionary Zone.

### **Master Plans of Adjacent Municipalities**

The Redevelopment Area is located in the southwest corner of the Borough, adjacent to the municipal boundaries of Loch Arbour Village, Interlaken Borough, and Ocean Township. This Redevelopment Plan is not anticipated to have an adverse impact on development within the adjacent municipalities.

### **2016 Monmouth County Plan**

The Monmouth County Planning Board adopted the Master Plan in October 2016 which serves to guide the physical development of the County. The County Master Plan provides regional, longer-term recommendations to coordinate numerous programs and policies and achieve consistency in ongoing development and protection efforts. The 2016 Plan updated elements such as Land Use, Community Development and Housing, Agricultural and Economic Development, Farmland Preservation, Utilities, Community Resiliency, Healthy Communities, Transportation and Mobility, Open Space, Arts, Historic, and Cultural Resources, Natural Resources, Planning Services, Outreach, and Coordination, and Sustainable Places.

The Master Plan's Framework for Public Investment Map classifies Allenhurst as a Priority Preservation Investment Area (PPIA) within a Priority Growth Investment Area (PGIA). A PPIA is an area where an investment in land preservation, agricultural development and retention, historic preservation, environmental protection and stewardship is preferred and encouraged. A PGIA is an area with either existing or planned infrastructure that lends to development and redevelopment opportunities. Public investments related to the efficient development and redevelopment of previously developed sites and optimization of existing settlement patterns should be encouraged.

The Community Landscape Map identifies Allenhurst as an historic town with a commercial business district and a train station.

The Wastewater Management Planning section notes that Allenhurst utilizes the services of the Township of Ocean Sewerage Authority (TOSA).

**New Jersey State Development & Redevelopment Plan:**

The Redevelopment Plan is consistent with, and effectuates the plans and policies of the New Jersey State Development and Redevelopment Plan (SDRP), adopted in 2001. The SDRP is a unique document that guides State-level development and redevelopment policy as well as local and regional planning efforts. This Plan is consistent with the following statewide goals in the SDRP:

- Revitalize the State's cities and towns.
- Promote beneficial economic growth, development and renewal for all residents of New Jersey.
- Protect the environment, prevent and clean up pollution.
- Provide adequate public facilities and services at a reasonable cost.
- Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
- Ensure sound and integrated planning and implementation statewide.

The SDRP also includes a State Plan Policy Map, which divides the state into regions, known as Planning Areas, and includes specific goals for each area. The Policy Map also identifies

“Centers,” locations into which development is to be directed, and “Environs,” areas to be protected from future growth. The Borough of Allenhurst falls in the ‘Metropolitan Planning Area’ (PA1). The State Plan recognizes that all communities in this planning area are essentially fully developed; hence much of the change in land uses will occur as redevelopment.

The State Plan’s planning objectives for the ‘Metropolitan Planning Area’ include:

- Providing for much of the state’s future redevelopment;
- Revitalizing cities and towns;
- Redesigning areas of sprawl; and
- Protecting the character of existing stable communities.

## **IMPLEMENTATION OF THE REDEVELOPMENT PLAN**

### **Redevelopment Entity**

The Borough’s governing body shall serve as the Redevelopment Entity.

### **Phasing**

The project may be developed in phases. The phasing may include phased start and completion dates among the various land use components, as well as internal phasing schedules within sections.

### **Selection of a Designated Developer**

Potential redevelopers will be required to submit to the Redevelopment Entity for review and approval prior to the designation of a redeveloper(s) at a minimum:

- Financial responsibility and capability
- Estimated development cost
- Estimated time schedule
- Conceptual site plans including visual plans and elevations at a minimum.
- Fiscal impact analysis

Plaintiff Power Station at Allenhurst, LLC, or its designee, shall be the designated redeveloper for the West Side Property, East Side Property and Lake Drive Property.



### **Appointment of a Designated Redeveloper**

Upon the selection of one or more redevelopers to become a designated “redeveloper” (each, a “Redeveloper”), the Redevelopment Entity shall then proceed to negotiate a formal redevelopment agreement with the Redeveloper (each, a “Redevelopment Agreement”)

Designation of a Redeveloper(s) by the Borough of Allenhurst shall be subject to the execution of an appropriate Redevelopment Agreement. The estimates referred to in the previous section shall be finalized by the designated Redeveloper(s) at the time of execution of such agreement.

Prior to the commencement of construction of any improvements on Redevelopment Area land, final plans and specifications must be submitted to the Borough of Allenhurst and then to the Planning Board for site plan approval as required pursuant to the Municipal Land Use Law (NJSA 40:55D-1 et seq.) by the Redeveloper(s) for approval to insure conformance with the approved preliminary submission.

### **Conditions in Redevelopment Agreement(s)**

Each Redevelopment Agreement will be contingent upon the following conditions, restrictions, and/or requirements.

1. Each Redevelopment Agreement will incorporate the pertinent aspects of the selected developer’s proposal and will address financial considerations, planning, phasing, development and such other issues as deemed appropriate and/or as required according to state law in order to implement the Redevelopment Plan.
2. A Redeveloper will be obligated to complete on-site improvements as approved, together with any specified off- site improvements, as may be required in accordance with the Redevelopment Plan.
3. Except for designated redeveloper Power Station, no Redeveloper will be permitted to dispose of property until all required improvements are completed unless the prior written consent of the Redevelopment Entity has been obtained.
4. Except for designated redeveloper Power Station, the consent of the Redevelopment Entity shall be required prior to the disposition of all or any of the Redeveloper’s interest in the Redevelopment Area. Such consent shall be effective upon the completion by the Redeveloper of all on and off-site improvements as may have been approved and required.

5. No covenant, agreement, lease, conveyance, or other instrument shall be effective or executed by the Borough or by purchasers or lessees from them, or by any successors in interest of such purchasers or lessees, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status.
6. The Redeveloper(s) shall pay to the Borough of Allenhurst a fee for the purpose of defraying its costs incurred in connection with this Plan and the Redeveloper's project, except as provided for in the Power Station Settlement Agreement.
7. The Redevelopment Entity reserves the right to terminate any Redeveloper Agreement with a Designated Redeveloper subject to the terms and conditions of the Redevelopment Agreement, except for any agreement with Power Station at Allenhurst, LLC as provided for in the Power Station Settlement Agreement.

### **Development Review**

No application for development or redevelopment in the area may be filed with the Planning Board until such time as the applicant has applied for and received a designation as redeveloper from the Redevelopment Entity and has executed a Redevelopment Agreement with the Redevelopment Entity, which agreement confirms the proposed plans are consistent with the Plan. Plans, with details sufficient to comply with the Municipal Land Use Law and local Ordinance, will be submitted to the Planning Board for site plan review and approval for each development parcel, pursuant to N.J.S.A. 40:55D-1 et seq.

The Planning Board shall require, as a condition of any site plan approval, that the Designated Redeveloper post-performance guarantees in compliance with the requirements of N.J.S.A. 40:55D-53.

The objectives, standards and requirements contained in this Redevelopment Plan shall regulate development within the Redevelopment Area and take precedent over the Land Development Ordinance of the Borough of Allenhurst. For standards not specifically addressed within this Redevelopment Plan, the Land Development Ordinance shall apply. If any conflict arises between the Redevelopment Plan and the Power Station Settlement Agreement, the terms of Power Station Settlement Agreement shall supersede this Redevelopment Plan.

### **Duration of Redevelopment Plan**

During the time that the Redevelopment Plan is in effect, any party acting as a redeveloper (as defined in the LRHL) must obtain the approval of the Borough of Allenhurst. The Redevelopment Plan will remain in effect until it is changed or rescinded. After that period the Zoning Ordinance will regulate the development of the Redevelopment Area.

### **Amending the Redevelopment Plan**

This Redevelopment Plan may be amended from time to time in compliance with the requirements of law, provided that with respect to any land in the project area previously disposed of by the Borough of Allenhurst for use in accordance with the Redevelopment Plan, the Borough will provide notice as required by statute. Any amendments regarding the West Side Mixed-Use Mid-Rise Inclusionary District, East Side Townhouse Inclusionary Residential District or Public Lands/Inclusionary District require the consent of Power Station.

## Exhibit A

**AFFORDABLE HOUSING SETTLEMENT AGREEMENT**

THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of February, 2023 , by and between:

**BOROUGH OF ALLENHURST**, a municipal corporation of the State of New Jersey in the County of Monmouth, and the **BOARD OF COMMISSIONERS OF THE BOROUGH OF ALLENHURST**, the governing body of the Borough of Allenhurst (hereinafter together the "Borough"), and the **BOROUGH OF ALLENHURST PLANNING BOARD**, an administrative agency created by the Borough pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. (hereinafter the "Board") (hereinafter collectively the "Borough Defendants"), all with their principal place of business at 125 Corlies Avenue, Allenhurst, New Jersey 07711; and

**POWERSTATION AT ALLENHURST, LLC**, a New Jersey Limited Liability Company having a principal place of business at 1000 Sanger Avenue, Oceanport, New Jersey 07757 (hereinafter "Developer").

Collectively, the Borough, the Board and Developer shall be referred to as the "Parties" and each a "Party." All references to Developer shall include its successors, affiliates and assigns.

**P R E A M B L E**

**WHEREAS**, the Developer filed a Mount Laurel exclusionary zoning suit with the Superior Court of New Jersey ("Court"), entitled 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 ("FHA") and Mount Laurel jurisprudence (hereinafter "Builder's Remedy Action"); and

**WHEREAS**, Developer is the owner of two parcels of property within the Borough located at Block 18, Lot 1 on the Tax Map of the Borough of Allenhurst located at 315 Hume Street ("East Side Property"), and Block 21, Lots 5 and 6 (which includes former Lot 7), located at and 500-523 Main Street ("West Side Property"), Allenhurst, New Jersey, respectively (hereinafter collectively referred to as the "Developer Properties"); and

**WHEREAS**, the Borough is the owner of property located at Block 31, Lot 3 on the Tax Map of the Borough of Allenhurst otherwise known as the Lake Drive property ("Lake Drive Property" together with Developer Properties, the "Development Properties"); and

**WHEREAS**, as a result of extensive settlement negotiations and mediation between the Parties, the Parties agreed to the Settlement Term Sheet attached as Exhibit "A" which forms the basis for this Settlement Agreement whereby Developer proposes, the Borough Defendants agree to permit, the development of the East Side Property with twenty-eight (28) market rate town homes

("East Side Development") and the West Side Property with sixty-two (62) market rate condominium units ("West Side Development") as generally shown in the concept plans attached as Exhibit "B;" and

**WHEREAS**, as part of addressing the Borough's affordable housing obligation, the Borough will contribute and dedicate, in fee simple interest, a described portion of its Lake Drive Property to the Developer which shall be deed restricted for the development of Affordable Housing and upon which the Developer shall construct twenty three (23) rental residential units for low and moderate income households ("Lake Drive Development" together with the East Side Development and West Side Development, the "Overall Development" ) as generally shown in the concept plans attached as Exhibit "B" ("Concept Plans") to satisfy the required affordable housing obligation related to both the East Side Development and the West Side Development, all of which is to be considered one inclusionary development for the purposes of satisfying the required affordable housing obligation; and

**WHEREAS**, in light of the above, the Parties have come to a resolution of the Builder's Remedy Action by proposing the rezoning of the Development Properties through the adoption of amended and revised Redevelopment Plan as defined in Section 4.2 of this Agreement, to permit the Overall Development as set forth in detail herein and to provide affordable housing on the Lake Drive Property and by including the Development Properties in the Borough's Housing Element and Fair Share Plan ("HEFSP"), to address a component of its Prior Round / Third Round affordable housing obligation; and

**WHEREAS**, this Agreement does not address and resolve the Borough's entire affordable housing obligation which shall be addressed in the HEFSP after application of a Vacant Land Adjustment, which shall be established and addressed in a separate agreement to be entered into between the Borough and Fair Share Housing Center ("FSHC");

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

**1. INCORPORATION OF PREAMBLE**

1.1 The Parties hereto agree that the statements contained in the foregoing preamble be and are hereby incorporated into this Agreement as if more fully set forth herein at length.

**2. PURPOSE**

2.1 The Parties acknowledge that the Borough has not met its constitutional obligation to provide for its fair share of affordable housing. The purpose of this Agreement is for the Borough Defendants to create a realistic opportunity for the construction of affordable housing by creating zoning incentives through the adoption of a Revised Redevelopment Plan for the Development



Properties sufficient to generate twenty three (23) creditable rental affordable units on the Lake Drive Property available to very-low, low and moderate income households.

2.2 The Parties agree that the Development Properties are available, approvable, developable and suitable for the proposed Overall Development as those terms are used in the New Jersey Fair Housing Act, N.J.S.A. 52:27D 301 ("FHA") and Council on Affordable Housing ("COAH") regulations, N.J.A.C. 5:93 1 et. seq. & 5:97 1 et seq. for the use permitted by this agreement. The Borough Defendants are not aware of any water or sanitary sewer capacity issues that would affect the Overall Development.

### 3. BASIC TERMS AND CONDITIONS

3.1 In the event of any legal challenges to the Required Approvals (as defined in Section 6.2), including a challenge by any third party, Developer and the Borough Defendants shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Development, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement.

3.2 **Settlement Term Sheet.** The Parties hereto agree that the statements contained in the Settlement Term Sheet developed by and between the Parties through extensive settlement negotiations and mediation be and are incorporated herein by reference. Said Settlement Term Sheet is attached hereto as Exhibit "A." The rights of the Parties referenced in the Settlement Term Sheet are specifically made a part hereof. To the extent there is determined to be a conflict between the Settlement Term Sheet and this Agreement, this Agreement shall control.

3.3 The Parties hereto recognize that this Settlement Agreement must be approved by the Court following a fairness hearing ("Fairness Hearing") as required by *Morris Cty. Fair Hous. Council v. Boonton Twp.*, 197 N.J. Super. 359, 367 69 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986) and *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311, 328 29 (App. Div. 1996). The Borough shall present its planner as a witness at said Fairness Hearing and the ultimate effective date hereof will be the date of a court order approving this Agreement.

3.4 This Agreement does not purport to resolve all of the issues associated with the Borough's affordable housing compliance.

### 4. RE-ZONING

4.1 The Borough Defendants shall rezone the Development Properties (in accordance with Section 4.3), and include in its HEFSP, to permit the Overall Development substantially in accordance with the Concept Plans attached as Exhibit "B." In summary, the East Side will permit up to 28 townhouses, the West Side shall permit up to 62 market-rate condominium units (for-sale or rental at Developer's discretion) and Lake Drive shall permit up to 23 family affordable units based upon a 20% set-aside for the Overall Development.

4.2 The proposed zoning for the East Side Property, West Side Property and Lake Drive Property shall be accomplished through the adoption of an Ordinance ("**Revised Redevelopment Ordinance**") approving a Revised Redevelopment Plan in conformance with the requirements of the Local Redevelopment and Housing Law, N.J.S.A 45:14A-12. The Borough professionals and the Developer professionals, and to the extent necessary with the assistance of the special master, between the date of this Agreement and the Fairness Hearing shall work together to prepare an amended and revised redevelopment plan to allow for the Overall Development based upon the Concept Plans ("**Revised Redevelopment Plan**"). The goal is for the Revised Redevelopment Plan is to ensure that the Concept Plans are fully conforming without the need for variance or design waiver relief.

4.3 **Timing of Re-zoning.** The Borough shall introduce the Revised Redevelopment Ordinance approving the Revised Redevelopment Plan for the Development Properties at the first meeting of the Borough Board of Commissioners following the Court's entry of an Order approving this Agreement after a duly noticed Fairness Hearing is held, but in no event more than 45-days after the Order. The Revised Redevelopment Ordinance will then be sent to the Planning Board for consistency review and comment at its first meeting following the introduction of the Revised Redevelopment Ordinance by the Borough Board of Commissioners, but in no event later than 30 days after the Borough Board of Commissioners refers the Revised Redevelopment Plan Ordinance to the Planning Board. The Planning Board shall not provide any comments that are outside of, different than or inconsistent with terms of this Agreement. The Borough Board of Commissioners will then adopt the Revised Redevelopment Ordinance on second reading at its first meeting following the consistency review meeting of the Board, but in no event more than 90 days after the Court's Order approving this Agreement.

## 5. DEVELOPER OBLIGATIONS

5.1 **ROFO.** The Developer agrees to grant the Borough a Right of First Offer ("**ROFO**") in the event Developer chooses to market the West Side Property for sale. The terms of the ROFO are as set forth below. Developer has no obligation to accept any Borough offer and after sixty (60) days or Developer's rejection of a Borough offer (which ever happens earlier), Developer can market the property to third-parties and solicit offers, subject to this ROFO. Unsolicited offers from third-parties prior to Developer marketing the Property and any sale of minority interest in the West Side Property are not subject to this provision, but any such purchaser of a minority interest shall be subject to this ROFO.

- i. Notice. Developer, prior to marketing for sale, assignment or other transfer of the West Side Property, (identified as Block 21, Lots 5 and 6 [which includes former Lot 7] located at 500 523 Main Street), shall deliver to the Borough a notice (the "**Marketing Notice**") of its intention to so market the West Side Property.
- ii. Right of First Offer. Within sixty (60) days of Developer providing the Marketing Notice, Borough may elect to make an offer in writing to Developer to purchase the West Side Property ("**Offer Notice**"), with failure to provide an Offer Notice within that time shall relieve Developer of any obligations under this ROFO.

Developer shall have sixty (60) days from receipt of the Offer Notice to accept or reject the Borough's offer. If Developer provides no response within sixty (60) days, the offer shall be deemed rejected. If Developer accepts the Borough's offer, then Developer and Borough shall proceed diligently and in good faith to negotiate a written contract of sale in accordance with the Offer Notice. However, nothing herein shall obligate Developer to enter into a written contract of sale with the Borough for the West Side Property.

**5.2 Obligation To File Development Applications.** The Developer will file development applications after adoption of the Revised Redevelopment Plan, which will be consistent with the Concept Plans, attached hereto as Exhibit "B." Notwithstanding the last sentence of Section 4.2 of this Agreement, nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or de minimis exceptions as part of the development applications, which shall reasonably be considered by the Board as provided for in N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97.10.3(b). It is understood that Developer's site plan application is permitted to include a phasing plan, which will be permitted to be developed in development phases (Phase 1, Phase 2, and Phase 3). Notwithstanding the Development Properties being permitted to be developed in Phases, for COAH Affordable Housing phasing purposes it will be viewed as a single development.

**5.3 Affordable Housing Requirements.** Developer shall satisfy the affordable housing obligation required in connection with the Overall Development by constructing twenty three (23) affordable family rental units on the Lake Drive Property for very low, low and moderate income households based upon a 20% set-aside for the Overall Development, but in no event shall there be less than 20 affordable units. These affordable units shall consist of four (4) one-bedroom units, fourteen (14) two-bedroom units and five (5) three-bedroom units as further broken down by income level in the chart below. The affordable units shall fully comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., with the sole exception that very low income shall be defined as at or below thirty percent (30%) of the median income. The affordability controls shall remain in effect unless and until the municipality elects to release the unit from such controls after at least thirty (30) years from the date of initial occupancy in accordance with UHAC. The affordable units shall be constructed in accordance with the phasing schedule as outlined in Section 3(i) of the Settlement Term Sheet attached as Exhibit "A."

Unit Distribution by Income Level-Family Affordable Rental Units				
Unit Type	Very-Low Income (30% or less RMI)	Low Income (30% to 50% RMI)	Moderate Income (50% to 80% RMI)	Total
1 bedroom	0	2	2	4
2 bedrooms	2	5	7	14
3 bedrooms	1	2	2	5
Total	3	9	11	23

i. Developer agrees, in accordance with the above chart, that 13% of the total number of affordable units shall be affordable to very low income households earning thirty percent (30%) or less of the median income. Thus, in conjunction with UHAC's low/mod split requirements (very low income units are considered low income for the low/mod split determination), at least 13% of all affordable units shall be very low income, at least 37% shall be affordable to low income households, and up to 50% may be affordable to moderate income households.

ii. The affordable units shall comply with the COAH and UHAC requirements for accessibility and adaptability.

iii. The Developer should ensure that there will not be additional fees for the use of any amenities by the tenants of the affordable units. There shall be no off street parking charges for residents of the affordable units.

iv. The Developer agrees to retain an experienced Administrative Agent to handle affirmative marketing, reviewing the deed restriction, establishing pricing, tenant income eligibility determination, and long term administration of the affordable units including monitoring per UHAC at N.J.A.C. 5:80 26.14. It is the obligation of the Developer to pay for all Administrative Agent costs including affirmative marketing efforts, etc. The selected Administrative Agent shall be identified for the affordable units no later than the compliance hearing in this matter.

v. COAH at N.J.A.C. 5:93 11 and UHAC at N.J.A.C. 5:80 26.15 requires an affirmative marketing program for the affordable family rental units by an experienced administrative agent. Also, per a future agreement between the Borough and FSHC, additional housing advocacy groups must be noticed of all available affordable housing units. Per a 2020 law, Developers must advertise all affordable units on the NJ State's Housing Resource Center ("HRC") website in accordance with P.L. 2020, c.51.

vi. As part of the affirmative marketing efforts, a regional preference for individuals or households that live or work in Region 4 (Mercer, Monmouth, Ocean counties) shall be implemented.

vii. In the event the Borough purchases the West Side Property, the affordable housing set-aside shall still be based upon the Overall Development factoring in 62 residential condominiums on the West Side Property. In the event of the West Side Property Sale to the Borough, Developer shall reserve in escrow \$4.6 million in proceeds from the sale of the West Side to the Borough, with half of the \$4.6 million being released to Developer from escrow upon completion and C of O for half of the affordable units and the balance of the \$4.6 million in escrow being released upon completion and C of O for all of the affordable units. Further, in such an event, the COAH phasing schedule shall be modified in accordance with Section 3.i(v) of the Term Sheet.

**5.4 Obligation To Support Borough's Application for Approval of its HEFSP As May Be Amended.** As it pertains to the Borough's application for approval of its HEFSP as may be amended and provided the Borough has complied with its obligations herein and is not in default under this Agreement, Developer shall not object to the Borough's efforts to secure approval of its HEFSP as may be amended and shall support the Borough's request for the Court to approve the same at a Compliance Hearing, unless the HEFSP deprives Developer of any rights created hereunder, or unless the Borough undertakes any action to obstruct or impede Developer from securing such approvals as it needs to complete the Overall Development.

**5.5 Release.** Except for claims only seeking to enforce the terms of this Agreement, Developer does hereby, release, acquit, waive and forever discharge the Borough Defendants (including its current and former elected and appointed officials, agents, representatives, employees, officers, directors, parents, subsidiaries, affiliates, attorneys and independent contractors) from any and all actions, causes of action, damages, demands, rights, claims, costs, expenses, attorneys' fees and demands whatsoever, whether at law or in equity, known or unknown, foreseen or unforeseen, which Developer had, may have had or now has, concerning the Borough's overall affordable housing obligation, up to and including the Effective Date, including all claims, demands or actions that were raised or could have been raised in the Builder's Remedy Action. In addition, provided the Borough is not in default of the terms of this Agreement, Developer, and its principals, shall not bring any future Mount Laurel exclusionary zoning or builder's remedy lawsuit in connection with the Borough's Third Round affordable housing obligation against the Borough during the Third Round affordable housing cycle.

**6. OBLIGATIONS OF THE BOROUGH DEFENDANTS**

**6.1 Dedication of Land.** As part of addressing the Borough's affordable housing obligation, the Borough will dedicate and contribute, in fee simple interest, a described portion of its Lake Drive Property to the Developer which shall be deed restricted for the development of Affordable Housing and upon which the Developer shall construct twenty three (23) rental residential units for very-low, low and moderate income households. Borough will prepare a survey and property description of the parcel to be donated to Developer and reflecting such portion of the current lot and block as will be reserved for Borough's ownership and use.

In consideration of the value of the land being dedicated and contributed, the Power Station shall be responsible for any and all costs related to the development of the land, including all costs for provision of necessary utilities for the project.

**6.2 The Revised Redevelopment Ordinance.** The Borough shall adopt the Revised Redevelopment Ordinance to effectuate the rezoning of the Development Properties as set forth in the Revised Redevelopment Plan in order to permit the Development consistent with the Concept Plans within the time specified in Section 4.3 above. For the avoidance of doubt, the term "Revised Redevelopment Ordinance" as defined herein and used throughout this Agreement shall encompass any such Borough ordinance(s) as are needed to adopt and effectuate the Revised Redevelopment Plan and the rezoning to permit the Development.

6.3 **Obligation To Cooperate.** The Borough acknowledges that in order for Developer to construct the Development on the Development Properties, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the Overall Development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "**Required Approvals**"). The Borough Defendants agree to cooperate with Developer in Developer's efforts to obtain the Required Approvals. Further, consistent with the FHA and COAH regulations, the Borough Defendants agree to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals which includes taking all necessary and reasonable steps to support the Overall Development's efforts to obtain adequate water service from New Jersey American Water and sewer service from Township of Ocean Sewerage Authority, including expediting all municipal endorsements and approvals of the same. Nothing herein shall be deemed to require the Borough to incur any expense or cost whatsoever to build, erect, extend or otherwise develop any utility infrastructure.

6.4 **Obligation to Maintain Proposed Re-Zoning of Property.** The Borough agrees that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, or any other act of any federal, state, county, municipal, or other governmental authority would result in a calculation of an affordable housing obligation for the Borough for the period 1987 2025 that would lower the Borough's affordable housing obligation beyond that established by COAH for the period 1987 1999 and/or the Court for the period 1999 2025, the Borough shall nonetheless implement the Revised Redevelopment Ordinance contemplated by this Agreement and take all steps necessary to support the completion of the Development contemplated by this Agreement. The Borough shall not seek to repeal, amend or change the Revised Redevelopment Plan for 10 years without Developer's written consent.

6.5 **Obligation to Refrain From Imposing Cost Generative Requirements.** The Development Properties shall be exempt from cost generative features of the Borough Code pursuant to N.J.A.C. 5:93 10.1, including, but not limited to, any tree removal ordinance or any impact fees. The Parties acknowledge that the Revised Redevelopment Ordinance has been designed to permit the Overall Development in accordance with the Concept Plans attached hereto. The Board agrees not to impose any unnecessary conditions that would be cost generative to the Overall Development and there shall be no affordable housing residential development fees charged to any part of the Development Properties as it is an inclusionary development.

6.6 **Settlement Term Sheet.** The Parties hereto agree that the statements contained in the Settlement Term Sheet developed by and between the Parties through extensive settlement negotiations and mediation be and are incorporated herein by reference. Said Settlement Term Sheet is attached hereto as Exhibit "A." The obligations of all Parties referenced in the Settlement Term Sheet are specifically made a part hereof.



6.7 **Ordinance Review.** After the Borough introduces the Revised Redevelopment Ordinance and refers the same to the Board for comment and a Master Plan consistency review, the Board shall expeditiously make such a determination consistent with the requirements of the Municipal Land Use Law and refer the Revised Redevelopment Ordinance back to the Borough for a hearing.

6.8 **Obligation to Adopt a Housing Element and Fair Share Plan.** Pursuant to the FHA and subsequent Mount Laurel I and Mount Laurel II decisions, a Housing Plan Element must be designed to address a municipality's fair share for very-low, low and moderate income housing, as determined by the Fair Share Housing Center. The Board is vested with the responsibility to prepare a HEFSP to address the Borough's affordable housing obligations and to recommend zoning and land use regulations in furtherance and implementation thereof. The Board shall prepare and adopt, as an amendment to the Borough's HEFSP, and to the extent necessary the Master Plan, such resolutions as are necessary in order to include the Development Properties within the Borough's HEFSP (and if necessary the Master Plan) to address the Borough's constitutional obligation to provide a realistic opportunity for the satisfaction of the Borough's Second Round and Third Round Fair Share Obligation.

6.9 **Obligation to Process Developer's Development Applications with Reasonable Diligence.** The Board shall expedite the review of any development and zoning applications filed by the Developer following Court approval of this Agreement (including granting reasonable checklist waivers). In the event of any appeal of the Court approval of this Agreement, the Board shall review and take action on any applications filed by Developer for the Overall Development. The Board's decisions on such applications may be conditioned upon the outcome of any pending appeal. If Developer's development application cannot be scheduled for the next regularly scheduled meeting or if regularly scheduled meetings are cancelled, upon request from the Developer, the Board shall schedule special meetings to process Developer's application(s) at no cost to Developer. Notwithstanding the last sentence of Section 4.2 of this Agreement, the Board shall reasonably consider any bulk variances, waivers or de minimis exceptions sought as part of the development applications. Nothing herein eliminates the Developer's obligations to comply with the Planning Board's filing fees and escrow fees relative to its application for review.

6.10 **Escrow.** The Borough agrees to waive any unpaid escrow balance of Developer in connection with the Developer Properties as of the date of this Agreement and the Borough shall not charge any additional escrow in connection with its obligations under this Agreement. Nothing herein eliminates the Developer's obligations to comply with the Planning Board's filing fees and escrow fees relative to its site plan application in accordance with the Borough Ordinance.

6.11 **Borough Construction Moratorium Ordinance.** The Borough Defendants agree to a modified application to the Construction Moratorium Ordinance such that Developer (and its contractors) will be permitted to perform work associated with the Project during the Moratorium Period (July 1 through Labor Day) between the hours of 8 am and 5 pm, Monday through Friday, with no work on Saturdays, Sundays and Federal Holidays. All deliveries must be scheduled during the permitted work hours.

7. **MUTUAL OBLIGATIONS**

7.1 **Redeveloper Agreement.** Developer and the Borough agree to enter good faith negotiations for the execution of a Redeveloper Agreement consistent with the Revised Redevelopment Plan ("**Redeveloper Agreement**"). The Redeveloper Agreement shall designate the Developer as the official Redeveloper of the Development Properties pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. The Parties agree to prepare a final draft of the Redeveloper Agreement prior to the Fairness Hearing. Each Party shall be responsible for its own attorney's fees in connection with the negotiation and preparation of the Redeveloper Agreement.

7.2 **PILOT.** Developer and the Borough agree to enter good faith negotiations for the execution of a payment-in-lieu-of-taxes ("**PILOT**") agreement for the Development. The Parties agree that such PILOT(s) will provide for the following: (a) payments under the PILOT for the East Side Property shall be equivalent to ninety-five percent (95%) of the conventional taxes that would otherwise be imposed on the East Side Property; (b) payments under the PILOT for the West Side Property shall be equivalent to ninety-five percent (95%) of the conventional taxes that would otherwise be imposed on the West Side Property; and (c) payments under the PILOT for the Lake Drive Property shall be equivalent to six and two hundred eighty five thousandths percent (6.285%) of gross rental income generated by the affordable housing units on the Lake Drive Property. Each Party shall be responsible for its own attorney's fees in connection with the negotiation and preparation of the PILOT(s). There shall be no administrative fee charged by the Borough in connection with the PILOT(s).

7.3 **Communications Tower.** The Borough will be reserving unto itself a portion of the lot and block referred to as the Lake Drive Property on which it will see that a communications tower will be erected ("**Communications Tower**"). The Developer and Borough shall work together, in consultation with the special master if needed, to identify an appropriate location agreeable to both the Borough and Developer so as not to interfere with the affordable housing development on the Lake Drive Property. The Developer agrees that it will not object to the construction of a monopole Communications Tower on that portion of the Lake Drive Property that shall remain owned by the Borough.

7.4 **Water Tower.** The Lake Drive Property to be contributed and dedicated, in fee simple interest, by the Borough to the Developer shall be "as is where is", inclusive of the existing Water Tower. Ownership of the long inoperative Water Tower shall transfer to the Developer with the dedication and contribution of the Lake Drive Property. It shall be Developer's obligation to remove the Water Tower at Developer's sole case and expense. The Developer recognizes that the Water Tower must be removed prior to construction of the affordable units on the Lake Drive Property, which includes, but is not limited to, any site work. In accepting the contribution and dedication of the land, Developer acknowledges that removal of the Water Tower is its responsibility and shall not seek anything from the Borough Defendants relating to the costs of removal. The Borough represents that the Water Tower is not operational and no approvals, consents or notices are required with the utility company.

7.5 **Obligation To Comply with State Regulations.** The Parties shall comply with any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Development, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

7.6 **Mutual Good Faith, Cooperation and Assistance.** The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the expedited introduction and adoption of the Revised Redevelopment Ordinance, the expedited review and approval of the Required Approvals and applications related thereto, the completion of the Development consistent with the terms hereof, and the mutual defense against any third party challenge with regard to any of the foregoing.

7.7 **Special Master's Fees.** The Borough and Developer agree that the Special Master's fees up to the date of this Agreement and going forward with respect to implementation of this Agreement and the Overall Development shall be split 50/50 between them in accordance with the Court's previous Order establishing the same. The Borough shall be responsible 100% of the special master fees associated with any Borough settlement with FSHC and the preparation and review of its HEFSP.

7.8 **Notices.** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail ("e-mail"). All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER: Power Station at Allenhurst, LLC  
Attn: Michael Abboud  
1000 Sanger Avenue  
Oceanport, New Jersey 07757

With a copy to: Craig M. Gianetti, Esq.  
Day Pitney LLP  
One Jefferson Road  
Parsippany, New Jersey 07054 2891  
Fax: (973) 206-6273  
Email: cgianetti@daypitney.com

TO THE BOROUGH: Borough of Allenhurst  
Donna M. Campagna, R.M.C.  
125 Corlies Avenue  
Allenhurst, New Jersey 07711  
Fax: (732) 531-8694  
Email: dcampagna@allenhurstnj.org

With a copies to: David A. Laughlin, Esq.  
Birdsall & Laughlin, LLC  
1720 Highway 34 North  
P.O. Box 1380  
Wall, New Jersey 07719  
Fax: (732) 749-3901  
Email: dlaughlin@birdsallandlaughlin.com

and Andrew Bayer, Esq.  
Pashman Stein Walder Hayden, PC  
Bell Works  
101 Crawfords Corner Road, Suite 4202  
Holmdel, New Jersey 07733  
Phone: (732) 852 2482  
E mail: abayer@pashmanstein.com

TO THE PLANNING BOARD: Borough of Allenhurst Planning Board  
Kelly Barrett, Secretary  
125 Corlies Avenue  
Allenhurst, New Jersey 07711  
Fax: (732) 531-8694  
Email: planningboard@allenhurstnj.org

With a copies to: Erik Anderson, Esq.  
Reardon Anderson, LLC  
55 Gilbert Street North, Suite 2204  
Tinton Falls, New Jersey 07701  
Fax: (732) 758-8071  
Email: eanderson@reardonanderson.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all of others identified of their successor.

**8. MISCELLANEOUS**

8.1 **Necessity of Required Approvals.** The Parties recognize that the site plans required to implement the Development, and such other actions as may be required of the Board or Borough under this Agreement, cannot be approved except in accordance with the procedures established by

law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law. For the avoidance of doubt, however, by the terms of this Agreement the Borough Defendants agree that the Development as detailed in the Concept Plan conforms to the Revised Redevelopment Plan and the Revised Redevelopment Ordinance and the new zoning to be effectuated thereby. The Parties acknowledge that the Borough and Board professionals have reviewed the Revised Redevelopment Plan and confirmed that the Concept Plan are fully conforming without the need for variance or design waiver relief. Notwithstanding the immediately preceding sentence or anything contained herein, the Developer shall have the right to seek and obtain any such variances, waivers, exceptions, or other relief as may be necessary to secure site plan approval and complete the Development. The Board specifically agrees to grant such relief from the Residential Site Improvement Standards parking requirements, N.J.A.C. 5:21-1.1 et seq., as Developer may require in order to develop twenty-three (23) affordable housing units on the Lake Drive Property.

**8.2 Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty five (45) days or such other reasonable period of time as may be appropriate if of the nature that cannot be cured within 45 days. In the event the defaulting Party fails to cure within forty five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. With respect to any uncured default by the Borough with respect to its obligations to adopt the Revised Redevelopment Plan, approve the PILOT and enter into the necessary agreements for the Development (e.g., PILOT, Redevelopers Agreement, etc.), Developer may immediately file a motion to the court to enforce litigant's rights, and if successful, Developer shall be entitled to reasonable attorney and professional fees. With respect to any uncured default by the Planning Board in performing its obligations, including, but not limited to granting site plan approval for the Development with any reasonable variances, if Developer may immediately file a motion to the court to enforce litigant's rights, and if successful on such a motion, Developer shall be entitled to reasonable attorneys fees and professionals fees in connection with site plan application.

**8.3 Severability.** It is intended that the material provisions of this Agreement *are not severable*. If any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal or unenforceable in any respect, the entire Agreement becomes invalid, illegal or unenforceable and the Parties shall be returned to their respective positions whereby Developer may prosecute its builder's remedy claim in this case.

**8.4 Successors Bound.** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity

which at any particular time may have a fee title interest in the Development Properties which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

8.5 **Disclaimer of Liability.** It is understood and agreed that this is a compromise and settlement of disputed claims, and that nothing in this Agreement shall be construed as an admission of liability on the part of the Parties, or any of the Parties' current or former elected and appointed officials, agents, representatives, employees, officers, directors, parents, subsidiaries, affiliates, attorneys and independent contractors, all of whom expressly deny any such liability.

8.6 **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

8.7 **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

8.8 **Effect of Counterparts.** This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

8.9 **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

8.10 **Interpretation.** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

8.11 **Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of all Parties.

8.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided.



8.13 **Effective Date.** The effective date ("**Effective Date**") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement, subject to the Court approving this agreement following a duly noticed Fairness Hearing.

8.14 **Waiver.** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

8.15 **Captions.** The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

8.16 **Construction, Resolution of Disputes.** Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

8.17 **Conflicts.** The Parties acknowledge that this Agreement cannot be affected by any contradictory amendments to the Borough's Fair Share Plan or zoning ordinances, and this Agreement shall control with respect to those matters as applied to the Development Properties.

8.18 **Transferability.** Developer shall have the right to transfer the development rights bestowed upon it in this Agreement to another developer, subject however to prior written approval by the Borough, which shall not be unreasonably withheld or delayed. Failure to provide consent upon request may be addressed via a motion to enforce litigant's rights with the prevailing party entitled to attorney's fees. The Borough shall also be liable for any damages suffered by Developer for any consent unreasonably withheld or delayed. This provision shall also be included in the Redeveloper's Agreement(s).

[Signature Page to Follow.]

*BALANCE OF PAGE INTENTIONALLY LEFT BLANK*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

**POWER STATION AT ALLENHURST, LLC**

By: *Sandeep Gandhi*  
Name: Sandeep Gandhi

By: *MA*  
Name: Michael Abboud  
Title: Member

Date: February 28, 2023

Attest:

**BOROUGH OF ALLENHURST AND BOARD OF COMMISSIONERS OF THE BOROUGH OF ALLENHURST**

By: \_\_\_\_\_  
Name: Donna M. Campagna, R.M.C.  
Title: Municipal Clerk and Administrator

By: \_\_\_\_\_  
Name: David J. McLaughlin  
Title: Mayor

Date: \_\_\_\_\_, 2023

Attest:

**BOROUGH OF ALLENHURST PLANNING BOARD**

By: \_\_\_\_\_  
Name: Kelly Barrett  
Title: Administrator & Secretary

By: \_\_\_\_\_  
Name: Joseph Tomaino  
Title: Chairman

Date: \_\_\_\_\_, 2023

Exhibit "A"

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**AFFORDABLE HOUSING SETTLEMENT AGREEMENT**

Power Station v. Borough of Allenhurst, et al.

Docket No.: MON-L-2551-21

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Exhibit "A"

## SETTLEMENT TERM SHEET

Power Station v. Borough of Allenhurst, et al.

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1. East Side:
  - a) To be developed as 28 town homes per the plan used for the 2021 Redevelopment Plan (attached). The units will be:
    - i. Ground Floor: Garage and a full bathroom
    - ii. First Floor: Living space with full bathroom
    - iii. Second Floor: 3 bedrooms and 2 bathrooms.
    - iv. Attic: One bedroom, a full bathroom and a Den that can be converted to another bedroom.
    - v. Site layout and design to be in keeping with the concept designs previously exchanged between the parties (attached).
  - b) Parking to be RSIS compliant
  - c) To be taxed via PILOT at 95% of conventional taxes
  - d) Certificates of Occupancy (hereinafter "C of O") on units 23 to 28 to be withheld until "Footing Inspection" conducted on Lake Drive Affordable Housing project and has been approved.
  - e) Redevelopment agreement and financial agreement to be prepared.
2. West Side:
  - a) Parties agree that Borough shall have a Right of First Offer ("ROFO") in the event Power Station chooses to sell the West Side parcel. Borough will have 60 days to make an offer to Power Station. Power Station has no obligation to accept any Borough offer and after 60 days or Power Station's rejection of a Borough offer, Power Station can market the property to third parties and solicit offers.
  - b) To be developed as 62, market rate, condos (for sale or rental at Power Station's discretion) within a building substantially similar to the West Side building in the 2021 Redevelopment Plan (up to 5 stories and 65 ft.).
    - i. The total square footage for floor space will be substantially the same as the West Side building in the 2021 Redevelopment Plan
    - ii. Developer has option to include a 3,000 sq. ft. amenity space in the building.
    - iii. Units to be large with up to 4 bedrooms.
    - iv. Developer retains right to determine if Units will be rental or for sale, depending on market conditions (both parties prefer for sale).
    - v. If Developer chooses for sale condos, the condo formation documents shall indicate that they cannot be rented by the unit owners for less than an annual term. If Developer chooses rentals, rental term shall be no less than annual. In no case may any unit be sublet for less than an annual term (i.e. no "summer rentals" nor any "winter rentals").
  - c) Bulk Standards (taken from previous 108 unit 2021 Redevelopment Plan):
    - i. Maximum Residential Density is 62 Units on the West Side. Total floor area of the proposed building is approximately 190,000 sq ft.
    - ii. Maximum Height, Five (5) Stories, 65 Feet

**S E T T L E M E N T T E R M S H E E T**

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- A. Architectural features (e.g. a cupola) and rooftop mechanical equipment including elevator towers, HVAC units, antennas and other typical installations may exceed the maximum height limit by up to 10 feet.
  - B. Rooftop amenity space associated with a permitted use on site (i.e. roof deck for residents may exceed the maximum height by up to 10 feet provided such space does not occupy more than 20% of the rooftop).
  - iii. All rooftop appurtenances (mechanical equipment, amenity spaces, solar arrays, etc.) shall be set back a minimum of 10 feet from the edge of the roof to limit visibility from below. Amenity space that is not covered by a roof may be located within the required setback area.
  - iv. The existing front yard setback shall be maintained.
  - v. There shall be no required minimum setback for the side and rear yards.
  - vi. Parking Standards, RSIS using the "Mid Rise or Garden Apartment" standard for residential uses, 2.0 spaces for each 2 Bedroom Unit, 2.1 spaces for each 3 bedroom or larger unit
  - d) To be taxed via PILOT at 95% of conventional taxes
  - e) No C of O's to issue on West Side building until all Affordable Housing units have received C of O's on Lake Drive
  - f) Redevelopment agreement and financial agreement to be prepared.
  - g) Borough and Developer to work to locate a pole on either the West Side parcel or Lake Drive parcel, before April of 2023, to act as an Osprey Nest.
3. Lake Drive:
- a) To be developed as 23 Affordable Housing rental residential units on as much of the Lake Drive property needed for the development, including parking and amenity space based upon a 20% set-aside for the West Side, East Side and Lake Drive developments combined, but in no event shall there be less than 20 affordable units on the Lake Drive property. The Borough desires to keep the tennis courts, summer storage unit storage space and cell antenna tenants (currently on the water tower), if reasonably feasible; however, ensuring a quality affordable development is the priority. The development is based upon a survey prepared by the Borough Engineer.
    - i. Mix of units to be 4 one bedroom units, 14 two bedroom units and 5 three bedroom units.
    - ii. Developer has option to construct units up to 3 stories in height if that is needed given site size.
    - iii. Power Station's engineer is preparing a concept plan to share with the Borough on a Lake Drive development, recognizing it is being prepared without a survey of the land.

## SETTLEMENT TERM SHEET

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- A. Borough has supplied a survey, with topographical data and wetlands delineation to be prepared at Borough's expense.
- iv. Borough would like to max out the number of 1 bedroom units in the Lake Drive development permitted under UHAC and do the minimum number of 3 bedrooms, as per 3(a)(i) above.
- v. Borough to retain right to locate a cell communications monopole on the property and associated equipment space. Rent from providers will belong to Borough.
- b) The Borough will contribute and dedicate, in fee simple interest, a specifically described portion of the Lake Drive parcel to Power Station, deed restricted for affordable housing.
  - i. In consideration of the value of the land being donated, the Power Station shall be responsible for any and all costs related to the development of the land, including all costs for provision of necessary utilities for the project.
- c) Power Station will accept the contribution / dedication of the Lake Drive land in fee, inclusive of the water tower. Power Station hereby acknowledges that removal of the water tower shall be its responsibility and at Power Station's sole cost and expense. The Borough represents that the water tower is no longer in use and no approvals are required by the utility company to remove the water tower.
- d) Communications Tower. The Borough will be reserving unto itself a portion of the lot and block referred to as the Lake Drive Property on which it will see that a communications tower will be erected ("Reserved Lake Drive Property"). The Developer and Borough shall work together, in consultation with the special master if needed, to identify an appropriate location agreeable to both Parties so as to not interfere with the affordable housing development on the Lake Drive Property.
- e) Parking to be reviewed and, if RSIS relief is needed, the Borough / Planning Board agree to grant such relief in order to ensure 23 units are achieved with appropriate amenities.
- f) To be taxed via PILOT at 6.285% of gross rental income.
- g) Re-development agreement and financial agreement to be prepared.
- h) Amenities to be considered include a playground and pickle ball courts.
- i) The COAH Phasing Schedule for Market Rate Units and Affordable Units:
  - i. Given there are different unit types and properties involved, the Parties will seek a modification to COAH's Phasing Schedule (which is based upon issuance of certificates of occupancy), subject to FSHC approval.
  - ii. Power Station is permitted to build all 28 townhouses on the East parcel and obtain certificates of occupancy for 22 of those townhouse units on the East Side.
  - iii. The building permit and start of construction for the affordable units must start before the certificate of occupancy for the 23rd townhouse unit can be issued. "Start of construction" means that the footing inspection for the



## SETTLEMENT TERM SHEET

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foundation of the affordable unit buildings has occurred per UCC code and has been approved.

- iv. No certificate of occupancy for the West Side building can issue until the certificate of occupancy for all of the affordable units on Lake Drive are issued.
  - v. In the event that the Borough purchases the West Side Property from the Developer, Developer shall reserve in escrow \$4.6 million in proceeds from the sale of the West Side to the Borough, with half of the \$4.6 million being released to Developer from escrow upon completion and C of O for half of the affordable units and the balance of the \$4.6 million in escrow being released upon completion and C of O for all of the affordable units. In the event the Borough purchases the West Side Property from the Developer, the COAH Phasing schedule shall also be modified as follows:
    - By the time Developer reaches C of Os for 50% of the THs on the East Property, Developer shall have C of Os for 50% of the affordable units on Lake Drive.
    - By the time Developer reaches C of Os for 90% of the THs on the East Property, Developer shall have received C of Os for 100% of the affordable units on Lake Drive.
4. Terms common to all three parcels (East, West & Lake):
- a) Each side to bear its own legal fees during negotiation of PILOTS, Redeveloper's agreement(s) and financial agreement(s).
    - i. Power Station agrees to release and surrender any and all claims for payment of any legal fees from the Borough or the Defendant Planning Board as of the date of a fully executed Settlement Agreement (which does not include any claim to enforce the terms of a fully executed Settlement Agreement).
    - ii. Special Master's fees. The Borough and Developer agree that the Special Master's fees associated with the builder's remedy and this settlement shall be split 50/50 between them in accordance with the Court's previous Order establishing the same. The Borough shall be responsible for all special master fees associated with any settlement with Fair Share Housing Center and the preparation of a Housing Element & Fair Share Plan.
  - b) Defendant Planning Board agrees to grant expedited review of the development plans, with special meetings, to facilitate development.
  - c) Borough agrees that there will be no off-site impact fees relating to any of the above.
  - d) The Borough shall amend the Redevelopment Plan to permit the developments contemplated on the East Side, West Side and Lake Drive as contemplated in this term sheet. The Borough will also enter into a redeveloper's agreements and PILOT/Financial Agreements with Power Station for East Side, West Side and Lake Drive developments as contemplated in this term sheet.

**S E T T L E M E N T T E R M S H E E T**

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- e) Borough will permit modification of the Construction Moratorium to permit work during the Moratorium period (July 1 through Labor Day) between the hours of 8 am and 5 pm, Monday through Friday, with no work on Saturdays, Sundays or Holidays. All deliveries must be scheduled during the aforesaid work hours.
- f) Borough to provide an access agreement to Developer to permit Phase I environmental review of Lake Drive. Developer to obtain Phase I review at Developer's expense.
- g) The parties expect the following to occur after the Borough approves the Settlement Agreement and it is signed by both parties:
  - i. The Settlement Agreement will be presented to the Court for a Fairness Hearing. Prior to the Fairness Hearing, the parties will work to draft and finalize the Redevelopment Plan Amendment and Redevelopers Agreement.
  - ii. After the Settlement Agreement is approved by the Court, the Borough will introduce the Redevelopment Plan amendment at its next Commissioner's Meeting. It will then be referred to the Planning Board for consistency review and comment. The Planning Board shall not provide any comments that are outside of, different than or inconsistent with terms of the Settlement Agreement. The Borough will then adopt the Redevelopment Plan at a second reading.
  - iii. Following adoption of the Redevelopment Plan, the Power Station will then apply to the Planning Board for site plan approval for the East, West and Lake Drive sides, which will be permitted to be developed in development Phases (Phase 1, Phase 2 and Phase 3). Notwithstanding the East, West and Lake Drive sides being permitted to be developed in Phases, for COAH phasing purposes it will be viewed as a single development (as discussed in Section 3(i) herein).

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**Exhibit "B"**

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**AFFORDABLE HOUSING SETTLEMENT AGREEMENT**

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**Exhibit "B"**







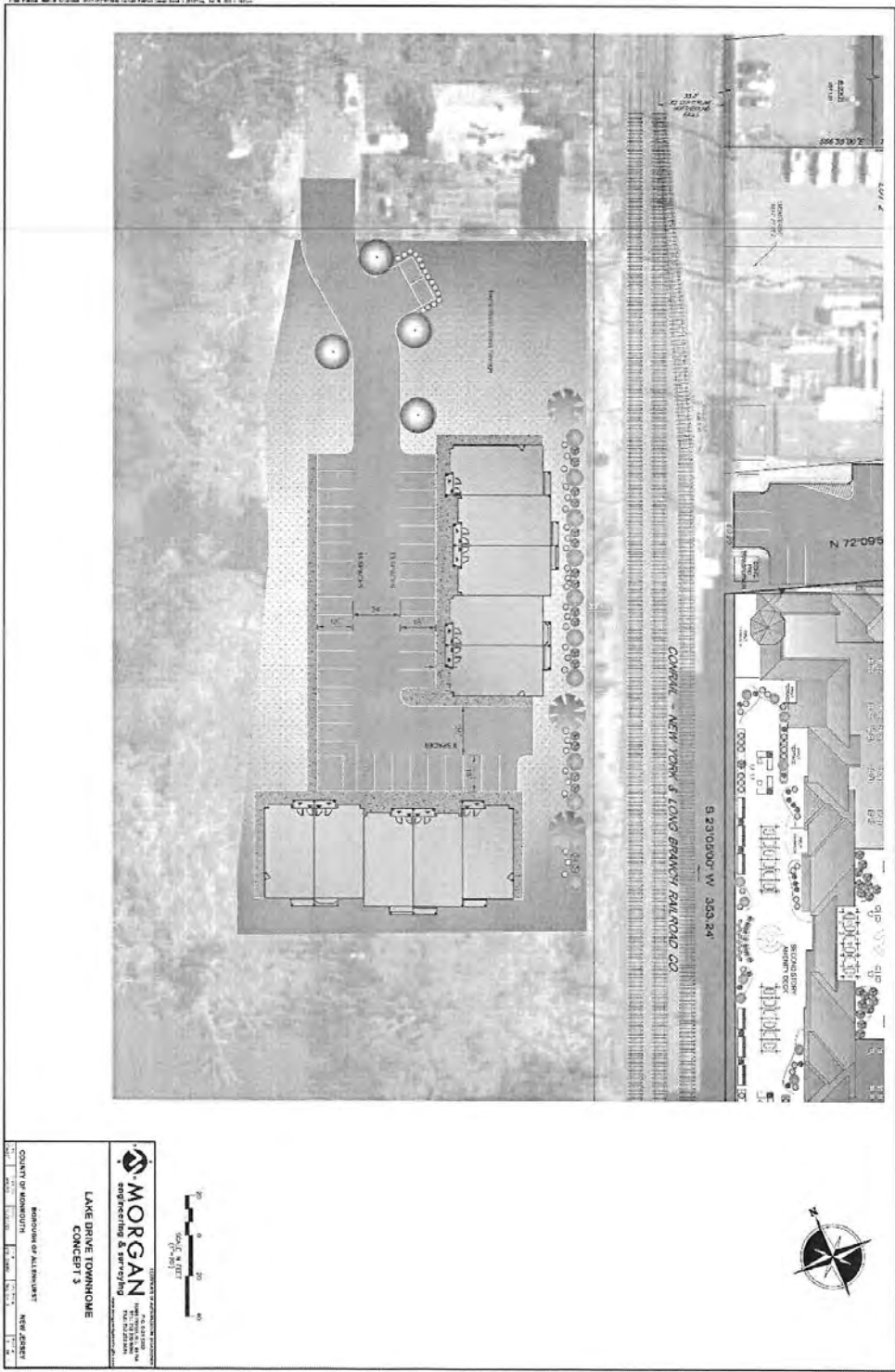
ARTISTIC CONCEPTUAL RENDERING ACTUAL  
COLORS AND CONDITIONS MAY VARY


ALLENHURST REDEVELOPMENT  
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**LAKE DRIVE TOWNHOME**  
**CONCEPT 3**

PREPARED BY: ALEKSEI  
 DATE: 11/11/2011

COUNTY OF KANE  
 SECTION 04  
 TOWNSHIP 12N  
 RANGE 10E