

AGENDA
May 9, 2023

MAYOR MCLAUGHLIN CALLS THE MEETING TO ORDER AND CALLS FOR FLAG SALUTE

MAYOR MCLAUGHLIN ASKS THE CLERK TO CALL THE ROLL:

ROLL CALL

COMM. McLOUGHLIN-____; COMM. CUMISKEY____;MAYOR McLAUGHLIN-____

MAYOR MCLAUGHLIN ANNOUNCES THAT THE NOTICE REQUIREMENTS OF R.S. 10:4-18 HAVE BEEN SATISFIED BY DELIVERING THE REQUIRED NOTICE TO THE COASTER AND THE ASBURY PARK PRESS, POSTING THE NOTICE ON THE BOARD IN BOROUGH HALL AND FILING A COPY OF SAID NOTICE WITH THE BOROUGH CLERK.

COMMUNICATIONS:

- Notice of Public Hearing from JCP&L regarding a hearing to be held on May 11, 2023 where they are seeking the NJ Board of Public Utilities review and approval of the deferred balance accumulates from various solar and energy efficiency programs.

ANNOUNCEMENTS:

None

ORDINANCES – FINAL READING

ORDINANCE #2023-04 – Final Reading

Offered By:

Seconded By:

ORDINANCE #2023-04

CALENDAR YEAR 2023

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK**

(N.J.S.A. 40A: 4-45.14)

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

ORDINANCE #2023-06 – Final Reading

Offered By:

Seconded By:

ORDINANCE #2023-06

**AN ORDINANCE SUPPLEMENTING THE BOROUGH
CODE OF THE BOROUGH OF ALLENHURST, ADDING
CHAPTER 21 ENTITLED "FIREARMS"**

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

ORDINANCE #2023-07 – Final Reading

Offered By: _____ Secoded By: _____

ORDINANCE #2023-07

**AN ORDINANCE AMENDING AND SUPPLEMENTING
THE BOROUGH CODE OF THE BOROUGH OF
ALLENHURST, CHAPTER II, SECTION 22.3(a) ENTITLED
"QUALIFICATIONS"**

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

ORDINANCES – FIRST READING

ORDINANCE #2023-08 – First Reading

Offered By: _____ Secoded By: _____

BOND ORDINANCE NO. 2023-08

**BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO ELBERON
AVENUE, APPROPRIATING \$330,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$330,000 BONDS AND NOTES TO FINANCE A PORTION OF THE
COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF ALLENHURST, IN
THE COUNTY OF MONMOUTH, NEW JERSEY**

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

ORDINANCE #2023-09 – First Reading

Offered By: _____ Secoded By: _____

BOND ORDINANCE NO. 2023-09

**BOND ORDINANCE PROVIDING FOR VARIOUS BOARDWALK IMPROVEMENTS,
APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$1,900,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF,
AUTHORIZED IN AND BY THE BOROUGH OF ALLENHURST, IN THE COUNTY OF
MONMOUTH, NEW JERSEY**

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

CONSENT AGENDA

- | | |
|-----------------------|---|
| Res. #2023-93 | Ratify and Approve Minutes. |
| Res. #2023-94 | Dispense with Reading of Minutes |
| Res. #2023-95 | Adopt Municipal Budget – 2023 |
| Res. #2023-96 | Authorize Fair Share Housing Agreement |
| Res. #2023-97 | Approve Summer Hours |
| Res. #2023-98 | Award Contract – Concessionaire ABC 2023 |
| Res. #2023-99 | Approve Change Order #3 – Purchase of Fire Truck |
| Res. #2023-100 | Refer Proposed Hedge Ordinance to the Planning Board |
| Res. #2023-101 | Authorize Transfer of Property to Allenhurst Fire Department |
| Res. #2023-102 | Appoint Special Event Fire Inspector |

Res. #2023-103 Appoint Planning Board Member – Eileen Bolan
Res. #2023-104 Amend Capital Budget
Res. #2023-105 Hire Seasonal Employees
Res. #2023-106 Hire Public Works Laborer – Steiger
**Res. #2023-107 Authorize Amendment to Agreement for Participation in Mon. Co.
Community Development Program**
Res. #2023-108 Approve Executive Session
Consent Agenda Offered By: _____ Seconded By: _____

VOTE: Comm. McLoughlin _____; Comm. Cumiskey _____; Mayor McLaughlin _____

Res. #2023-109 Approve Bills (4-19-2023 to 5-9-2023).
Offered By: _____ Seconded By: _____

VOTE: Comm. McLoughlin _____; Comm. Cumiskey _____; Mayor McLaughlin _____

ITEMS FOR DISCUSSION:
OPEN PUBLIC HEARING:
CLOSE PUBLIC HEARING:
ADJOURN.

ORDINANCES – FINAL READING

ORDINANCE 2023-04 – Final Reading

**ORDINANCE #2023-04
CALENDAR YEAR 2023**

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

Offered By:

Seconded By:

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

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

WHEREAS, the Board of Commissioners of the Borough of Allenhurst in the County of Monmouth finds it advisable and necessary to increase its CY 2023 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Commissioners hereby determines that a 1% increase in the budget for said year, amounting to \$48,276.96 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners of the Borough of Allenhurst, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2023 budget year, the final appropriations of the Borough of Allenhurst shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$168,969.36 and that the CY 2023 municipal budget for the Borough of Allenhurst be approved and adopted in accordance with this ordinance; and,

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

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

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

BE IT FURTHER ORDAINED, that the provisions of this Ordinance are declared to be

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

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

VOTE: Comm. McLoughlin ____; Comm. Cumiskey __; Mayor McLaughlin ____

ORDINANCE #2023-06 – Final Reading

**ORDINANCE #2023-06
AN ORDINANCE SUPPLEMENTING THE BOROUGH
CODE OF THE BOROUGH OF ALLENHURST, ADDING
CHAPTER 21 ENTITLED "FIREARMS"**

Offered By:

Seconded By:

WHEREAS, the Board of Commissioners of the Borough of Allenhurst has determined that it is in the best interests of the community to restrain the discharge of firearms in the Borough for the protection of the residents.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Allenhurst that Chapter 21 of the Borough Code of the Borough of Allenhurst, be and is hereby created as follows:

I. Chapter 21 entitled Firearms of the Borough Code be and is hereby created as follows:

21-1. Discharge of firearms prohibited.

No person shall discharge a handgun or any firearm within the Borough of Allenhurst except as set forth hereinafter.

21-2. Exceptions.

The provisions of '21-1 of this chapter are subject to the following exceptions:

a. The discharge of any handgun or firearm by members of the Allenhurst Police Department, any law enforcement officer of any municipal, county, state or federal government or any representative of the Division of Fish, Game and Shellfisheries, Department of Environmental Protection State of New Jersey, while in the performance of their official duties.

b. The discharge of any handgun or firearm by any person in protection of himself, members of his family or his guests, or in protection of his property.

c. The discharge of any handgun or firearm taking place during recognized ceremonial events such as the firing of salutes by veterans organizations and similar associations as part of patriotic and holiday activities, provided the same are not live rounds but blanks.

21-3. Statutory provisions.

The Borough wide prohibition established by this chapter is intended to be supplemented by those areas described in N.J.S.A. 23:4-16, as amended, which reads as follows:

"No person, either in an automobile or vehicle of any kind whatsoever, or by the aid or use of a light carried on or attached to a vehicle of any kind, shall hunt for, pursue, shoot, shoot at, kill, capture, injure or destroy a bird or animal in this state and no person shall use any portable light or lights for the purpose of hunting for any game bird or animal excepting raccoon, and no person shall, for the purpose of hunting, taking or killing any bird or animal, cast an arrow or discharge any firearm upon or across any state, county or

municipal road or highway, and no person, except the owner or lessee of the property and person specifically authorized by him in writing, shall, for the purpose of hunting, taking or killing any bird or animal, have in his possession a loaded gun while within 450 feet of any occupied dwelling in this state, or of a school playground, under a penalty of not less than \$50 and not more than \$100 for each offense."

21-4. Definitions.

The following definitions apply to this chapter:

- a. **FIREARM:** Any handgun, rifle, shotgun, machine gun, automatic or semiautomatic rifle, or any gun, device or instrument in the nature of a weapon from which may be fired or ejected any solid projectible ball, slug, pellet, missile, or bullet, or any gas, vapor or other noxious thing, by means of a cartridge or shell or by the action of an explosive or the ignition of flammable or explosive substances. It shall also include, without limitation, any firearm which is in the nature of an air gun, spring gun or pistol or other weapon of a similar nature in which the propelling force is a spring, elastic band, carbon dioxide, compressed or other gas or vapor, air or compressed air, or is ignited by compressed air and ejecting a bullet or missile smaller than 3/8 of an inch in diameter, with sufficient force to injure a person.
- b. **HANDGUN:** Any pistol, revolver or other firearm originally designed or manufactured to be fired by the use of a single hand.
- c. **RIFLE:** Any firearm designed to be fired from the shoulder and using the energy of the explosive in a fixed metallic cartridge to fire a single projectile through a rifled bore for each single pull of the trigger.
- d. **SHOTGUN:** Any firearm designed to be fired from the shoulder and using the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either a number of ball shot or a single projectile for each pull of the trigger, or any firearm designed to be fired from the shoulder which does not fire fixed ammunition.

21-5. Violations and penalties.

Any person violating the provisions of this chapter shall, upon conviction, be subject to a fine of not more than \$2,000.00 dollars or imprisonment in the county jail for a period of not more than 90 days, or both, in the discretion of the Judge.

II. REPEALER. All other sections and subsections of Borough Code of the Borough of Allenhurst not specifically amended by this Ordinance, shall remain in full force and effect.

III. INCONSISTENT ORDINANCES. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

IV. SEVERABILITY. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

V. AND IT IS FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days after the first publication thereof after final passage as provided by law.

VOTE: Comm. McLoughlin ____; Comm. Cumiskey ____; Mayor McLaughlin ____.

ORDINANCE #2023-07 – Final Reading

**ORDINANCE #2023-07
AN ORDINANCE AMENDING AND SUPPLEMENTING
THE BOROUGH CODE OF THE BOROUGH OF
ALLENHURST, CHAPTER II, SECTION 22.3(a) ENTITLED
"QUALIFICATIONS"**

Offered By: _____ Seconded By: _____

WHEREAS, the Board of Commissioners of the Borough of Allenhurst has determined that it is in the best interests of the community to revise a portion of its existing Borough Code concerning the Allenhurst Police Department to heighten the qualifications for applicants seeking employment with the Department.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Allenhurst that Chapter 2 Section 22.3(a) of the Borough Code of the Borough of Allenhurst, be and are hereby amended and supplemented as follows:

I. The existing '2-22.3(a) "Qualifications" is hereby amended to read as follows:

3(a). Each applicant for a position in the Police Department of the Borough of Allenhurst shall be a citizen of the United States. Each applicant shall comply with all of the laws of the State of New Jersey pertaining to municipal police. Each applicant shall have a minimum of 2 years of higher education (i.e. above high school) with preference for a 4 year degree from an accredited college or university. Each successful appointee shall serve a probationary period after their successful completion of a course at a State or County accredited police school.

II. REPEALER. All other sections and subsections of Borough Code of the Borough of Allenhurst not specifically amended by this Ordinance, shall remain in full force and effect.

III. INCONSISTENT ORDINANCES. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

IV. SEVERABILITY. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

V. AND IT IS FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days after the first publication thereof after final passage as provided by law.

VOTE: Comm. McLoughlin ____; Comm. Cumiskey ____; Mayor McLaughlin ____.

ORDINANCES – FIRST READING

ORDINANCE #2023-08 – First Reading

BOND ORDINANCE NO. 2023-08

BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO ELBERON AVENUE, APPROPRIATING \$330,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$330,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF ALLENHURST, IN THE COUNTY OF MONMOUTH, NEW JERSEY

Offered By: _____ Seconded By: _____

BE IT ORDAINED by the BOROUGH BOARD OF COMMISSIONERS OF THE BOROUGH OF ALLENHURST, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Borough of Allenhurst, in the County of Monmouth, New Jersey (the “Borough”). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$330,000, said sum being inclusive of all appropriations heretofore made therefor, including \$109,710 grant funds expected to be received from the New Jersey Department of Transportation (NJDOT). No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$330,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken consist of various improvements to Elberon Avenue, including, but not limited to, curb replacement, drainage improvements, and pavement milling and reconstruction, together with all purposes necessary incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the Borough Chief Financial Officer, as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$330,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$330,000, which is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's

signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is ten (10) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$330,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$49,500 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____; Mayor McLaughlin____

ORDINANCE #2023-09 – First Reading

Offered By:

Seconded By:

BOND ORDINANCE NO. 2023-09

BOND ORDINANCE PROVIDING FOR VARIOUS BOARDWALK IMPROVEMENTS, APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,900,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF ALLENHURST, IN THE COUNTY OF MONMOUTH, NEW JERSEY

Offered By:

Seconded By:

BE IT ORDAINED by the BOROUGH BOARD OF COMMISSIONERS OF THE BOROUGH OF ALLENHURST, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Borough of Allenhurst, in the County of Monmouth, New Jersey (the “Borough” or the “Borough of Allenhurst”). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$2,000,000, said sum being inclusive of all appropriations heretofore made therefor, including the sum of \$100,000 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$1,900,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken consist of various boardwalk improvements, together with all purposes necessary incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the chief financial officer of the Borough, as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$1,900,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$2,000,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$2,000,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$100,000 down payment for said purposes.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time

subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,900,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$300,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____; Mayor McLaughlin____

RESOLUTIONS

RESOLUTION #2023-93

A RESOLUTION TO RATIFY AND APPROVE MINUTES

Offered By:

Seconded By:

BE IT RESOLVED, That the minutes of the Regular Meetings of April 3, 2023 and April 18, 2023 be ratified and approved.

VOTE: Comm. McLoughlin ___; Comm. Cumiskey ___; Mayor McLaughlin ___

RESOLUTION #2023-94

A RESOLUTION TO DISPENSE WITH READING OF MINUTES

Offered By:

Seconded By:

BE IT RESOLVED, That the Clerk dispense with the reading of the Regular Meetings of April 3, 2023 and April 18, 2023.

VOTE: Comm. McLoughlin ___; Comm. Cumiskey ___; Mayor McLaughlin ___

RESOLUTION #2023-95

A RESOLUTION TO ADOPT 2023 MUNICIPAL BUDGET

Offered By:

Seconded By:

BE IT RESOLVED, By the Board of Commissioners of the Borough of Allenhurst, County of Monmouth, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations and authorization of the amount of:

1. General Revenues		
Surplus Anticipated	08-100	1,338,000.00
Miscellaneous Revenues Anticipated	13-099	2,744,098.21
Receipts from Delinquent Taxes	15-499	46,500.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES	07-190	3,053,118.69
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I DISTRICTS ONLY: Item 6, Sheet 42	07-195	.00
Item 6(b), Sheet 11 (N.J.S. 40a:4-14)	07-191	.00
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only		.00
4. To be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY: Item 6(b), Sheet 11	07-191	.00

(N.J.S. 40A:4-14)		
Total Revenues	13-299	7,181,716.90

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXXX	XXXXXXXXX
Within CAPS@	XXXXXXX	XXXXXXXXX
(a+b) Operations Including Contingent	34-201	4,697,341.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	593,670.00
(g) Cash Deficit	46-885	
Excluded from CAPS@	XXXXXXX	XXXXXXXXX
(a) Operations - Total Operations Excluded from CAPS	34-305	551,517.29
(c) Capital Improvements	44-999	565,500.00
(d) Municipal Debt Service	45-999	648,000.00
(e) Deferred Charges - Municipal	46-999	
(f) Judgments	37-480	
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	
(g) Cash Deficit	46-885	
(k) For Local School District Purposes	29-410	
(m) Reserve for Uncollected Taxes	50-899	125,688.61
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40a:4-13)	07-195	
Total General Appropriations	34-499	7,181,716.90

VOTE: Comm. McLoughlin ___; Comm. Cumiskey ___; Mayor McLaughlin ___

RESOLUTION NO.: 2023-96

RESOLUTION AUTHORIZING SETTLEMENT WITH FAIR SHARE HOUSING CENTER, INC., OF ITS CLAIMS IN THE MATTER ENTITLED POWER STATION AT ALLENHURST, LLC V. BOROUGH OF ALLENHURST, ET AL., SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, DOCKET NO.: MON-L-2551-21.

Offered By:

Seconded By:

WHEREAS, an action entitled *Power Station at Allenhurst, LLC v. Borough of Allenhurst, Board of Commissioners of the Borough of Allenhurst and Allenhurst Planning Board*, Superior Court of New Jersey, Law Division, Docket No.: MON-L-2551-21 was brought by Power Station at Allenhurst, LLC (hereinafter “Developer”) alleging that the Borough had failed to provide a realistic opportunity for the construction of affordable housing and to meet the Borough's fair share of the region's need for such housing, in addition to related relief in accordance with the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 and Mount Laurel jurisprudence (hereinafter "Builder's Remedy Action"); and

WHEREAS, in accordance with *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97*

by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), Fair Share Housing Center, Inc. (hereinafter “FSHC”) is a Supreme Court designated interested party and, per Court Order dated November 5, 2021, the Honorable Linda Grasso Jones, J.S.C., granted FSHC's motion to intervene in Builder's Remedy Action aforesaid; and

WHEREAS, as a result of extensive settlement negotiations and in excess of a year of mediation between the Parties, the Parties have come to an agreement to resolve their differences in accordance with the Settlement Agreement (“Agreement”) that is attached hereto and made a part hereof by reference; and

WHEREAS, it is in the best interests of the Borough of Allenhurst to accept the proposed settlement with FSHC and avoid the substantial risks associated with proceeding further litigation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Allenhurst that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length; and

BE IT FURTHER RESOLVED that the settlement of all claims set forth by FSHC in the Builder's Remedy Action it joined in accordance with the terms and conditions set forth in the Settlement Agreement attached hereto and made a part hereof by reference, be and is hereby authorized and approved; and

BE IT FURTHER RESOLVED that the Borough shall seek the Court’s approval of this Settlement Agreement with FSHC as is a required procedure in Mount Laurel jurisprudence; and

BE IT FURTHER RESOLVED that the Mayor be and hereby is authorized and directed to execute such settlement documents as may be required to consummate the Settlement Agreement with FSHC on behalf of the Borough.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____; Mayor McLaughlin_____

RESOLUTION #2023-97

A RESOLUTION TO APPROVE SUMMER HOURS

Offered By:

Seconded By:

BE IT RESOLVED, That the following schedule of summer hours for Borough Hall shall become effective Friday, May 26, 2023 and end Friday, September 15, 2023:

Monday - Thursday	8 AM - 4:30 PM
Friday	8 AM - 2:00 PM

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

RESOLUTION #2023-98

RESOLUTION AWARDING COMPETITIVE CONTRACT FOR A CONCESSIONAIRE TO OPERATE A CONVENIENCE DISPENSARY AT THE ALLENHURST BEACH CLUB FOR THE 2023 SEASON.

Offered By:

Seconded By:

WHEREAS, the Board of Commissioners of the Borough of Allenhurst has determined that it is in the best interests of the Borough to seek a concessionaire to operate a convenience dispensary at the Allenhurst Beach Club (ABC) for the 2023 season; and

WHEREAS, N.J.S.A. 40A:11-4.1 of the Local Public Contracts Law allows for Competitive Contracting to be used in lieu of public bidding for procurement of specialized goods and services the price of which exceeds the bid threshold, for concessionaire services; and

WHEREAS, the Borough received proposals on April 12, 2023 and there was only one (1) respondent; and

WHEREAS, at its meeting on April 18, 2023, the Board of Commissioners scored the lone proposal and found that the same met or exceeded the minimum standards set forth in the Request for Proposals.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Allenhurst, in the County of Monmouth, New Jersey that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length; and

BE IT FURTHER RESOLVED that the Mayor and/or the administrator be and are hereby authorized to execute such documents as necessary to award the License to operate the convenience dispensary at the Allenhurst Beach Club (ABC) for the 2023 season to the lone respondent, Marisa Caruso d/b/a Dani Risi.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

RESOLUTION 2023-99
A RESOLUTION TO APPROVE CHANGE ORDER #3 FOR PURCHASE OF FIRE TRUCK

Offered By:

Seconded By:

WHEREAS, A contract was awarded Spartan Fire, LLC and,
WHEREAS, The scope of work was changed to provide for the following:

Description	Change in Price
1 da Finish Aluminum gusseted shelf mounted onto the rear of the engine tunnel approx. 25” in width (between the USB block) by approx. 6” dep with a downward return flange	\$547.83
One (1) full width x half depth shelf to the R1 compartment	\$230.08
One (1) full width x half depth shelf to the R3 compartment	\$368.49
A Siren brake activation with label supplied and installed onto the blank rocker switch on the officer side rocker switch panel	\$247.00
Net Change	\$1,393.34

WHEREAS, Spartan Fire, LLC, has submitted a request for a Change Order for the changes in work in the net increase in the amount of \$1,393.00 which request has been reviewed by the Borough Administrator and Fire Department Officials, and found to be acceptable;

Certification of Funds; I, Wayne M. Sibilia, Chief Financial Officer of the Borough of Allenhurst, do hereby certify that funds in the amount of \$1,393.00 will be available in the following line items: Interlocal – Fire Department Equipment #2-01-25-753-218

NOW, THEREFORE, BE IT RESOLVED, That Change Order No. 2 in the amount of \$1,393.00 be approved, thereby amending the contract total to \$661,776.00.

VOTE: Comm. McLoughlin ____; Comm. Cumiskey ____; Mayor McLaughlin ____

RESOLUTION 2023-100
REFERRING PROPOSED ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER IX (BUILDING & HOUSING), SECTION 3.7 (BRUSH, HEDGES AND OTHER PLANTS) TO THE PLANNING BOARD FOR REVIEW AND COMMENT

Offered By: _____ Seconded By: _____

WHEREAS, the Borough Council of the Borough of Allenhurst has drafted an Ordinance amending and supplementing chapter IX (building & housing), section 3.7 (brush, hedges and other plants) to address a proliferation of brush, hedges and other view obstructing plantings in front yards throughout the Borough, and

WHEREAS, the Borough Council seeks the guidance and comments of the Planning Board of the Borough of Allenhurst on the content of the draft Ordinance and its conformance with the Borough’s Development Regulations.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Allenhurst that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length; and

BE IT FURTHER RESOLVED that draft Ordinance amending and supplementing chapter IX (building & housing), section 3.7 (brush, hedges and other plants) be and is hereby referred to the Planning Board for review and comment.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____;Mayor McLaughlin____

RESOLUTION #2023-101

A RESOLUTION AUTHORIZING THE TRANSFER OF BOROUGH PROPERTY TO THE BOROUGH OF ALLENHURST FIRE DEPARTMENT #1

Offered By: _____ Seconded By: _____

WHEREAS, it has been determined by the Mayor and Council of the Borough of Allenhurst (“Borough”) that a Borough vehicle is no longer needed by the Borough; and

WHEREAS, the Borough has received a request from the Allenhurst Fire Department #1 to have the vehicle transferred to them; and

WHEREAS, N.J.S.A. 40A:11-36(2) provides that the Borough may sell or dispose of any personal property to the United States, the State of New Jersey or another contracting unit, or any body politic to which it contributes tax raised funds, such as the Allenhurst Fire Department #1; and

WHEREAS, the Borough has determined that the subject vehicle in its possession is of little or no value to the Borough and, consequently, desires to transfer title to the vehicle, a 1991 Penfab Fire Rescue Truck bearing VIN No.: 1P1F195BSMA090028, to the Allenhurst Fire Department #1 for the total sum of \$1.00; and

WHEREAS, the Borough has satisfactorily met the conditions prescribed and required by the aforementioned Section (2) of N.J.S.A. 40A:11-36, thus enabling a direct sale for the sum total of One (\$1.00) Dollar to be authorized with the Allenhurst Fire Department #1 for the vehicle described hereinabove, in that the Borough does contribute tax raised funds to the Allenhurst Fire Department #1.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Allenhurst, in the County of Monmouth, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), that:

1. The statements contained in the foregoing preamble be and are hereby incorporated

- into this Resolution as if more fully set forth herein at length, and
2. That in accordance with the provisions of N.J.S.A. 40A:11-36, ownership of one (1) 1991 Penfab Fire Rescue Truck bearing VIN No.# 1P1F195BSMA090028, presently in the possession of the Borough of Allenhurst be and the same is hereby authorized to be transferred to the Allenhurst Fire Department #1 for the total sum of One (\$1.00) Dollar; and
 3. That the appropriate officials of the Borough of Allenhurst be and are hereby authorized, empowered, and directed to execute any and all required documents necessary to conclude the sale of the aforesaid vehicle, said execution to permit the physical transfer of the title to the vehicle as expeditiously as possible; and
 4. This Resolution should be effective immediately.

VOTE: Comm. McLoughlin-____; Comm. Cumiskey-____; Mayor McLaughlin-____

RESOLUTION #2023-102

A RESOLUTION TO APPOINT SPECIAL EVENT FIRE INSPECTOR

Offered By:

Seconded By:

WHEREAS, There is a need to hire a Special Event Fire Inspector for the Borough of Allenhurst; and,

WHEREAS, The Board of Commissioners has determined to make an appointment to the position of Special Event Fire Inspector for the Borough of Allenhurst;

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of the Borough of Allenhurst, as follows:

Gregory Goodell, be and he is hereby appointed Special Event Fire Inspector for the Borough of Allenhurst at the rate of \$50 per hour or part thereof.

VOTE: Comm. McLoughlin-____; Comm. Cumiskey-____; Mayor McLaughlin-____

RESOLUTION #2023-103

A RESOLUTION TO APPOINT PLANNING BOARD MEMBER

Offered By:

Seconded By:

WHEREAS, The Board of Commissioners has been informed that there is a vacancy on the Allenhurst Planning Board; and,

WHEREAS, The Board of Commissioners wishes to fill the vacancy:

THEREFORE, BE IT RESOLVED, That the following is hereby appointed to the Planning Board for the term listed below:

Alternate Member (One Year Term)

Eileen Bolan be and is hereby appointed to replace Adam Greenfield, to serve out Mr. Greenfield's remaining term expiring on December 31, 2023; and

BE IT FURTHER RESOLVED, That the Board of Commissioners approves these appointments.

VOTE: Comm. McLoughlin-____; Comm. Cumiskey-____; Mayor McLaughlin-____

RESOLUTION #2023-104
A RESOLUTION TO AMEND CAPITAL BUDGET

Offered By:

Seconded By:

WHEREAS, The local capital budget for the year 2023 was adopted on the 9thth day of May, 2023; and,

WHEREAS, It is desired to amend said adopted capital budget section;

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of the Borough of Allenhurst, County of Monmouth, that the following amendment to the capital budget be made:

FROM
CAPITAL BUDGET (CURRENT YEAR ACTION)
2023

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2023					Debt Authorized	To Be Funded in Future Years
			2023 Budget Appropriation	Capital		Grants-in-Aid & Other Funds			
				Improvement Fund	Capital Surplus				
Office Equipment	\$30,000		\$30,000						
Improvements to Public Buildings	35,000		35,000						
Police Equipment	42,500		42,500						
Beach Equipment & Improvements	280,000		280,000						
Public Works Equipment	30,000		30,000						
Improvements to Buildings & Grounds - Generators	110,000			\$5,500			\$104,500		
Improvements to Buildings & Grounds – Borough Hall Roof	50,000			2,500			47,500		
Purchase of Sanitation Vehicle	400,000			20,000			380,000		
Improvements to Beach Facilities	175,000				\$175,000				
Improvements to Beach Facilities – Snack Bar	3,000,000			150,000			2,850,000		
Improvements to Beach Facilities – Boardwalk	1,200,000			60,000			1,140,000		
NJ DOT FY 23 Road Project – Elberon Ave	330,000				220,290	\$109,710			
Total All Projects	\$5,682,500	\$0	\$417,500	\$238,000	\$395,290	\$109,710	\$4,522,000		

**FROM
3 YEAR CAPITAL PROGRAM 2023 - 2025
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENT**

Project	Estimated Total Cost	Estimated Completion Time	Funding Amounts per Budget Year					
			2023	2024	2025			
Office Equipment	\$30,000		\$30,000					
Improvements to Public Buildings	35,000		35,000					
Police Equipment	42,500		42,500					
Beach Equipment & Improvements	280,000		280,000					
Public Works Equipment	30,000		30,000					
Improvements to Buildings & Grounds - Generators	110,000		110,000					
Improvements to Buildings & Grounds - Borough Hall Roof	50,000		50,000					
Purchase of Sanitation Vehicle	400,000		400,000					
Improvements to Beach Facilities	175,000		175,000					
Improvements to Beach Facilities – Snack Bar	3,000,000		3,000,000					
Improvements to Beach Facilities – Boardwalk	1,200,000		1,200,000					
NJ DOT FY 23 Road Project – Elberon Ave	330,000		330,000					
Total All Funds	\$5,682,500		\$5,682,500					

**FROM
3 YEAR CAPITAL PROGRAM 2023 – 2025
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS**

Project	Estimated Total Cost	Budget Appropriations		Capital	Capital	Grants	Bonds and Notes	
		Current Year 2023	Future Years	Improvement Fund	Capital Surplus	in-Aid and Other Funds	General	Self- Liquidating
Office Equipment	\$30,000	\$30,000						
Improvements to Public Buildings	35,000	35,000						
Police Equipment	42,500	42,500						
Beach Equipment & Improvements	280,000	280,000						
Public Works Equipment	30,000	30,000						
Improvements to Buildings & Grounds - Generators	110,000			\$5,500			\$104,500	
Improvements to Buildings & Grounds – Borough Hall Roof	50,000			2,500			47,500	
Purchase of Sanitation Vehicle	400,000			20,000			380,000	
Improvements to Beach Facilities	175,000				\$175,000			
Improvements to Beach Facilities – Snack Bar	3,000,000			150,000			2,850,000	
Improvements to Beach Facilities – Boardwalk	1,200,000			60,000			1,140,000	
NJ DOT FY 23 Road Project – Elberon Ave	330,000				220,290	\$109,710		
Total All Funds	\$5,682,500	\$417,500		\$238,000	\$395,290	\$109,710	\$4,522,000	

**TO
CAPITAL BUDGET (CURRENT YEAR ACTION)
2023**

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Capital				Debt Authorized	To Be Funded in Future Years
			2023 Budget Appropriation	Improvement Fund	Capital Surplus	Grants-in-Aid & Other Funds		
Office Equipment	\$30,000		\$30,000					
Improvements to Public Buildings	35,000		35,000					
Police Equipment	42,500		42,500					
Beach Equipment & Improvements	280,000		280,000					
Public Works Equipment	30,000		30,000					
Improvements to Buildings & Grounds - Generators	110,000			\$5,500			\$104,500	
Improvements to Buildings & Grounds – Borough Hall Roof	50,000			2,500			47,500	
Purchase of Sanitation Vehicle	400,000			20,000			380,000	
Improvements to Beach Facilities	175,000				\$175,000			
Improvements to Beach Facilities – Snack Bar	3,000,000			150,000			2,850,000	
Improvements to Beach Facilities – Boardwalk	2,000,000			100,000			1,900,000	
NJ DOT FY 23 Road Project – Elberon Ave	330,000				220,290	\$109,710		
Total All Projects	\$6,482,500	\$0	\$417,500	\$278,000	\$395,290	\$109,710	\$5,282,000	

**TO
3 YEAR CAPITAL PROGRAM 2023 - 2025
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENT**

Project	Estimated Total Cost	Estimated Completion Time	Funding Amounts per Budget Year					
			2023	2024	2025			
Office Equipment	\$30,000		\$30,000					
Improvements to Public Buildings	35,000		35,000					
Police Equipment	42,500		42,500					
Beach Equipment & Improvements	280,000		280,000					
Public Works Equipment	30,000		30,000					
Improvements to Buildings & Grounds - Generators	110,000		110,000					
Improvements to Buildings & Grounds – Borough Hall Roof	50,000		50,000					
Purchase of Sanitation Vehicle	400,000		400,000					
Improvements to Beach Facilities	175,000		175,000					
Improvements to Beach Facilities – Snack Bar	3,000,000		3,000,000					
Improvements to Beach Facilities – Boardwalk	2,000,000		2,000,000					
NJ DOT FY 23 Road Project – Elberon Ave	330,000		330,000					
Total All Funds	\$6,482,500		\$6,482,500					

TO
3 YEAR CAPITAL PROGRAM 2023 - 2025
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Project	Estimated Total Cost	Budget Appropriations		Capital Improvement Fund	Capital Surplus	Grants in-Aid and Other Funds	Bonds and Notes	
		Current Year 2023	Future Years				General	Self- Liquidating
Office Equipment	\$30,000	\$30,000						
Improvements to Public Buildings	35,000	35,000						
Police Equipment	42,500	42,500						
Beach Equipment & Improvements	280,000	280,000						
Public Works Equipment	30,000	30,000						
Improvements to Buildings & Grounds - Generators	110,000			\$5,500			\$104,500	
Improvements to Buildings & Grounds - Borough Hall Roof	50,000			2,500			47,500	
Purchase of Sanitation Vehicle	400,000			20,000			380,000	
Improvements to Beach Facilities	175,000				\$175,000			
Improvements to Beach Facilities – Snack Bar	3,000,000			150,000			2,850,000	
Improvements to Beach Facilities – Boardwalk	2,000,000			100,000			1,900,000	
NJ DOT FY 23 Road Project – Elberon Ave	330,000				220,290	\$109,710		
Total All Funds	\$6,482,500	\$417,500		\$278,000	\$395,290	\$109,710	\$5,282,000	

BE IT FURTHER RESOLVED, That the above item will be provided for in the 2023 Capital Budget; and,

BE IT FURTHER RESOLVED, That three certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

VOTE: Comm. McLoughlin-____; Comm. Cumiskey-____; Mayor McLaughlin-____

RESOLUTION #2023-105
A RESOLUTION TO HIRE SEASONAL EMPLOYEES

Offered By:

Seconded By:

BE IT RESOLVED, That the following be hired for the 2023 summer season commencing on May 27, 2022:

	Name	Rate of Pay	
Assistant Manager	Dominic Longo	\$17,000.00	per season
Security	Riley Manfredi - Supervisor	\$17.00	per hour
Security	Julianna Ilvento - Assistant Supervisor	\$15.00	per hour
Security	Fiona Corrigan	\$12.93	per hour
Security	Adam Johnson	\$12.93	per hour
Security	Richard Wade	\$12.93	per hour
Security	Madison Loushine	\$12.93	per hour
Security	Mallory Mitchell	\$12.93	per hour
Security	Julia Wagner	\$12.93	per hour
Security	Andrew Delia	\$12.93	per hour
Security	Kaitlin Heckman	\$12.93	per hour
Security	Chloe Chernoff	\$12.93	per hour
Security	Lucy Wood	\$12.93	per hour
Security	Kayla Craig	\$12.93	per hour
Security	Matthew McCann	\$12.93	per hour
Security	Brad Comer	\$12.93	per hour
Security	Kilsarys Diaz	\$12.93	per hour
Security	Chloe Farrell	\$12.93	per hour
Security	Olivia DeGirolamo	\$12.93	per hour
Security	Molly Tantrum	\$12.93	per hour
Security	Jessica Ramirez	\$12.93	per hour
Security	Emma Loushine	\$12.93	per hour
Security	Gus Nohilly-Hicks	\$12.93	per hour
Security	Megan Weber	\$12.93	per hour
Recreation	Neel Khichi - Director	\$7,500.00	per season
Recreation	Clare Bolan - Assistant Director	\$19.00	per hour
Recreation	Olivia DelCuore - Art Specialist	\$16.00	per hour
Recreation	Anton Tribel - Sports Specialist	\$16.00	per hour
Recreation	Robert Curran	\$16.00	per hour
Recreation	Jane Alto	\$14.93	per hour
Recreation	Michaela Horowitz	\$14.93	per hour

Recreation	Grace Taylor	\$14.93	per hour
Recreation	Julienne Walsh	\$14.93	per hour
Recreation	Shannon Bolan	\$14.93	per hour
Recreation	Lincoln Desposito	\$14.93	per hour
Recreation	Luciano Salvatore	\$14.93	per hour
Recreation	Carmen Salvatore	\$14.93	per hour
Recreation	Ava Scotto	\$14.93	per hour
Recreation	Jillian Scotto	\$14.93	per hour
Recreation	Francesca Ranucci	\$12.93	per hour
Recreation	Brandon Abatemarco	\$12.93	per hour
Recreation	Rosabella Salvatore	\$12.93	per hour
Recreation	Gabi Desposito	\$12.93	per hour
Recreation	Maggie Guzauskas	\$12.93	per hour
Recreation	Tess McDonald	\$12.93	per hour
Recreation	Anna Poniros	\$12.93	per hour
Recreation	Cecelia Flammia	\$12.93	per hour
Recreation	Grace Flammia	\$12.93	per hour
Recreation	Maeve Horowitz	\$12.93	per hour
Recreation	Emilia Cerefice	\$12.93	per hour
Recreation	Katherine Yehl	\$12.93	per hour
Recreation	Olivia Steckhahn	\$12.93	per hour
Poolside	Sam Nudleman	\$12.93	per hour
Poolside	Luella Fetter	\$12.93	per hour
Poolside	William Walsh	\$12.93	per hour
Poolside	Ismael Ramirez	\$12.93	per hour
Poolside	Finn Watson	\$12.93	per hour
Poolside	Emmett Varley	\$12.93	per hour
Poolside	Vincent Carasia	\$12.93	per hour
Poolside	Luce Moccia	\$12.93	per hour
Cabanas	Xianghao Jiang - Supervisor	\$17.00	per hour
Cabanas	Sean Reid - Assistant Supervisor	\$15.00	per hour
Cabanas	Brandon Harrington	\$12.93	per hour
Cabanas	Martin Horowitz	\$12.93	per hour
Cabanas	Sofia Ranucci	\$12.93	per hour
Cabanas	Xander Aguilar	\$12.93	per hour
Cabanas	Frank McCann	\$12.93	per hour
Cabanas	Roger Federio	\$12.93	per hour
Cabanas	Lucas Renvoize	\$12.93	per hour
Cabanas	Jack Gleason	\$12.93	per hour

Cabanas	Chris Mueller	\$12.93	per hour
Deck	Janiny Avallone - Supervisor	\$17.00	per hour
Deck	Dale Alto - Assistant Supervisor	\$15.00	per hour
Deck	Gio Poniros	\$12.93	per hour
Deck	Michael Poniros	\$12.93	per hour
Deck	Hunter Lowe	\$12.93	per hour
Deck	Hyatt Lowe	\$12.93	per hour
Deck	Matthew Welch	\$12.93	per hour
Deck	Broderick Salowe	\$12.93	per hour
Deck	Gabriela Flores	\$12.93	per hour
Deck	John Torres	\$12.93	per hour
Lifeguard Supervisor	Mike McLaughlin	\$16,500.00	per season
Lifeguard	Kaia Abbatiello	\$14.50	per hour
Lifeguard	Luke Baumann	\$14.00	per hour
Lifeguard	Pat Chambrovich	\$18.00	per hour
Lifeguard	Brian Chung (Lieutenant)	\$16.75	per hour
Lifeguard	Christopher Costanzo	\$16.75	per hour
Lifeguard	Maria Dmitriyeva	\$14.50	per hour
Lifeguard	Alex Foley	\$14.25	per hour
Lifeguard	Marc Gleason	\$14.50	per hour
Lifeguard	Tommy Glynn (Lieutenant)	\$17.00	per hour
Lifeguard	Harry Greenspan	\$15.00	per hour
Lifeguard	Dillon Henrichsen	\$17.00	per hour
Lifeguard	Jack Nelson	\$14.25	per hour
Lifeguard	Seamus Laffin	\$14.50	per hour
Lifeguard	James Larrabee	\$14.50	per hour
Lifeguard	Dylan Mannion (Captain)	\$18.00	per hour
Lifeguard	Jeff Mansfield	\$18.00	per hour
Lifeguard	Sophia Manganiello	\$14.75	per hour
Lifeguard	Olivia Michals	\$16.25	per hour
Lifeguard	Michael Reid	\$14.50	per hour
Lifeguard	Alexandra Revolinsky	\$14.50	per hour
Lifeguard	Luke Roussell	\$15.00	per hour
Lifeguard	Jake Schuler	\$17.00	per hour
Lifeguard	Dylan Stewart (Captain)	\$18.00	per hour
Lifeguard	Jake Stewart	\$14.75	per hour
Lifeguard	Matt Stewart	\$14.75	per hour
Lifeguard	Matt Taylor	\$15.00	per hour
Lifeguard	Isabel Thierman	\$16.25	per hour

Lifeguard	Courtney Vinciguerra	\$14.00	per hour
Lifeguard	Elise Wanner	\$16.25	per hour
Custodial	Obdulia Serrano Martinez	\$20.50	per hour
Custodial	Mario Palafox	\$22.00	per hour
Bus Driver	Candace Walker	\$20.00	per hour
Swim Team Director	Richard Steckhahn	\$1,200.00	per season
Swim Team Assistant	Tia Maloney	\$1,000.00	per season
Junior Guards Director	Elise Wanner	\$1,000.00	per season
Junior Guards Assistant	Dylan Stewart	\$250.00	per season
Junior Guards Assistant	Luke Rousell	\$250.00	per season
Junior Guards Assistant	Chris Costanzo	\$250.00	per season
Junior Guards Assistant	Marc Gleason	\$250.00	per season

VOTE: Comm. McLoughlin ____; Comm. Cumiskey ____; Mayor McLaughlin ____

RESOLUTION #2023-106

A RESOLUTION TO HIRE PUBLIC WORKS EMPLOYEE

Offered By: _____ Seconded By: _____

WHEREAS, There is a need to hire full-time permanent Laborer in the Public Works Department; and,

WHEREAS, Marc Heitmueller, Public Works Supervisor, has recommended that Jon Steiger be hired on a permanent, full-time basis;

NOW, THEREFORE, BE IT RESOLVED, That Jon Steiger be and they are hereby employed as a Laborer in the Public Works Department on a permanent, full-time basis at an annual salary of \$39,000, effective May 1, 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED, That upon obtaining their CDL license, Jon Steiger will receive an additional salary of \$1,000 annually.

VOTE: Comm. McLoughlin ____; Comm. Cumiskey ____; Mayor McLaughlin ____

RESOLUTION #2023-109

A RESOLUTION TO APPROVE BILLS (4-19-2023 to 5-9-2023)

Offered By:

Seconded By:

BE IT RESOLVED, That bills totaling \$337,380.40 be approved for payment; and,
BE IT FURTHER RESOLVED, That the May 9, 2023 consolidated bill list be attached hereto and made a part thereof.

VOTE: Comm. McLoughlin____; Comm. Cumiskey____; Mayor McLaughlin

ATTACHMENT REFERRED TO IN RESOLUTION 2023-97

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this ___ day of May 2023, by and between the Borough of Allenhurst, with its principal offices located at 125 Corlies Avenue, Allenhurst, New Jersey 07711 (“Allenhurst” or “Borough”) and Fair Share Housing Center, Inc., with offices located at 501 Park Boulevard, Cherry Hill, New Jersey 08002 (“FSHC”) (collectively hereinafter referred to herein as the “Parties”).

RECITALS

WHEREAS, the Power Station at Allenhurst, LLC (“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, in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”), FSHC is a Supreme Court designated interested party in this matter and was granted leave to intervene; and

WHEREAS, per Court Order dated November 5, 2021, the Honorable Linda Grasso Jones, J.S.C., granted FSHC’s motion to intervene in Developer’s Builder’s Remedy Action under Docket No. MON-L-2551-21 as captioned above; and

WHEREAS, the Court having also appointed Mary Beth Lonergan, P.P., A.I.C.P., as the “Special Master” in this case as customary in Mount Laurel matters; and

WHEREAS, as a result of extensive settlement negotiations and mediation between the Borough and Developer, those two parties agreed to the Affordable Housing Settlement Agreement (“Affordable Housing Agreement”), attached hereto as **Exhibit A**, and the Settlement Term Sheet attached as **Exhibit B**, whereby Developer proposes, and the Borough Defendants agree to permit, the development of the East Side Property at Block 18, Lot 1 with twenty-eight (28) market-rate townhomes, the West Side Property at Block 21, Lots 5 and 6 with sixty-two (62) market-rate condominium units and a portion of the Lake Drive Property at Block 31, Lot 3 with twenty-three (23) affordable family rental units; and

WHEREAS, the Affordable Housing Agreement does not address and resolve the Borough's entire affordable housing obligation which shall be addressed in the Borough’s Housing Element and Fair Share Plan (“HEFSP”) as discussed in more detail below after application of a permissible Vacant Land Adjustment, pursuant to N.J.A.C. 5:93-4; and

WHEREAS, Allenhurst and FSHC recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households, have engaged in good faith negotiations with the assistance of the Special Master; and

WHEREAS, the Parties having reached an amicable agreement on the various substantive provisions, terms and conditions delineated herein now wish to present that settlement to the Court for approval;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. At this particular time in the process resulting from the Supreme Court’s Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, the Parties recognize and agree that it is appropriate for the Borough and FSHC to enter into this Agreement settling the Borough’s Third Round Present and Prospective Need obligations instead of pursuing plenary adjudication of the Borough’s Mount Laurel obligation.

2. The Effective Date of this Agreement shall be the last date on which all Parties have executed the Agreement.

3. FSHC and the Borough hereby agree that Allenhurst’s affordable housing obligations are as follow:

Rehabilitation/Present Need Obligation	4
Prior Round Prospective Need Obligation (pursuant to N.J.A.C. 5:93)	50
Third Round (1999-2025) Prospective Need Obligation (pursuant to Jacobson 2018 Mercer Trial, as adjusted via a 20% cap)	44

4. **Rehabilitation/Present Need Obligation**. The Borough’s efforts to meet its Present Need obligation include the following: The Borough will participate in the Monmouth County Housing Improvement Program (“MCHIP”) administered by the Monmouth County Development Block Grant (“CDBG”) program in accordance with applicable law. The Borough will fund the program through general revenue until such time as the funds become available in the Affordable Housing Trust Fund. The Borough anticipates completing at least one (1) rehabilitation per year until 2025 to satisfy its 4-unit obligation.

5. **Gap Period Present Need Obligation**. For purposes of this Agreement, the Borough’s Third Round Prospective Need shall be deemed to include the Gap Period Present Need,

which, as recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), is a measure of households formed between 1999 and 2015 that need affordable housing.

6. **Prior Round and Third Round Prospective Need Obligation.** Allenhurst has a Prior Round Prospective Need obligation of 50 units and a Third Round Prospective Need obligation of 44 units, for a cumulative fair share obligation of 94 affordable units. The Parties agree for purposes of settlement to establish 44 units as the Borough's Third Round Prospective Need Fair Share Obligation as the number that multiple experts have used as an extrapolation pursuant to the methodology established by the Honorable Mary C. Jacobson, A.J.S.C., decision in the consolidated declaratory judgment proceedings: In the Matter of the Municipality of Princeton, Docket No. MER-L-1550-15 and In the Matter of West Windsor Township, Docket No. MER-L01561-15, Superior Court of New Jersey, which are not otherwise binding on either party except by way of this Settlement Agreement, and as adjusted by a 20% cap in accordance with N.J.A.C. 5:93-2.16.

7. **Vacant Land Adjustment.** Pursuant to N.J.A.C. 5:93-4.2, the Parties agree that Allenhurst is entitled to an adjustment of its Prior Round and Third Round Prospective Need obligations due to the lack of developable vacant land in Allenhurst available to meet its cumulative fair share obligation. See Allenhurst Vacant Land Analysis attached hereto as **Exhibit C**. Within 120 days of the Court's entry of an Order approving this Settlement Agreement following a duly noticed Fairness Hearing, Allenhurst agrees that the properties listed below shall be precluded from future development via a deed restriction or placement on the New Jersey Department of Environmental Protection Recreation and Open Space ("ROSI") for the Borough of Allenhurst.

- a. Block 3, Lot 1, the Borough owned public beach, shall be fully deed restricted as recreation and/or open space or recorded on the ROSI for the Borough of Allenhurst.
- b. Block 3, Lot 2, the Borough owned "Beach Club Facility," houses lockers, ocean water pools, rest rooms, other club facilities and a restaurant facility that the Borough leases out to an operator in accordance with the Local Lands and Buildings Law every ten (10) years. Said parcel shall be deed restricted solely for those uses.
- c. Block 28, Lot 3, the Borough owned ball park, shall be deed restricted as open space or recorded on the ROSI for the Borough of Allenhurst.
- d. Block 23, Lot 1, the Borough owned Railroad park, shall be deed restricted as open space or recorded on the ROSI for the Borough of Allenhurst.
- e. Block 13, Lot 1, Main Street Park, shall be deed restricted as open space or recorded on ROSI for the Borough of Allenhurst.

- f. Block 31, Lot 3, the Borough owned Lake Drive parcel, will be subdivided into five (5) separate lots, the largest of which will be developed by Developer with twenty-three (23) family affordable housing rental units pursuant to the terms of the Affordable Housing Settlement Agreement at **Exhibit A**. Of the remaining four (4) lots, one lot will be used to erect a communications monopole, another will be used by the Borough for general storage and the final two lots will be open space. With respect to the two lots that are to be preserved as open space, the Borough shall deed restrict the same as open space or record them on the ROSI for the Borough of Allenhurst.

8. **Realistic Development Potential**. Allenhurst's vacant land adjustment, which includes the Borough's VLA Inventory and a VLA Aerial Map, results in the calculation of a Realistic Development Potential ("RDP") of 27 units.

9. Allenhurst shall address its RDP of 27 units through the following compliance mechanisms:

- a. **Power Station Inclusionary Development**: Through the adoption of an Amended Redevelopment Plan, in accordance with the Affordable Housing Agreement between Allenhurst and Developer, the Borough shall rezone Block 18, Lot 1 located at 315 Hume Street ("East Side Property"), Block 21, Lots 5 and 6 located at 500-523 Main Street ("West Side Property") owned by Developer, and a portion of the municipally-owned Block 31, Lot 3, otherwise known as Lake Drive ("Lake Drive Property") to create a realistic opportunity for the construction of twenty-three (23) family affordable rental units on the Lake Drive Property based upon a twenty percent (20%) set-aside of the required affordable housing obligation associated with the combined East Side Property, West Side Property and Lake Drive Property ("Power Station Inclusionary Development").
- b. The Power Station Inclusionary Development encompasses twenty-eight (28) market-rate town homes on the East Side Property, sixty-two (62) market-rate condominium units (for-sale or rental at Developer's discretion) on the West Side Property and twenty-three (23) family affordable rental units on the Lake Drive Property.
- c. As the Affordable Housing Agreement requires Developer to provide twentythree (23) affordable family rental housing units as part of the Power Station Inclusionary Development, this is the needed 'firm commitment' to generate the maximum seven (7) upfront rental bonuses (maximum rental bonuses calculated based on $0.25 \text{ of } 27\text{-unit RDP} = 6.75$, rounded up to 7 minimum rental units or 7 maximum rental bonuses). Thus, the total of thirty (30) affordable credits and rental bonuses (23 affordable rental units plus 7 rental bonuses = 30 total credits/bonuses) from the Power Station Inclusionary

Development will fully address the Borough's 27-unit RDP and will provide a small three-unit surplus towards the Borough's unmet need as discussed below.

- d. Under the terms of the Affordable Housing Agreement, Developer has agreed to grant the Borough a Right of First Offer ("ROFO") in the event that Developer chooses to market the West Side Property for sale. In accordance with the Affordable Housing Agreement, in the event that the Borough exercises the ROFO and purchases the West Side Property from Developer, at closing on the sale of the West Side Property to the Borough, Developer shall cause \$4,600,000.00 to be held in escrow until all twenty-three (23) units of affordable housing have received a certificate of occupancy. See Exhibit A.
- e. Given the different unit types and properties in the Power Station Inclusionary Development, pursuant to the Affordable Housing Agreement at Exhibit A, the Parties have agreed to modify the Council on Affordable Housing ("COAH")'s Phasing Schedule for the affordable units as follows:
 - i. Developer is permitted to construct all twenty-eight (28) townhomes on the East Side Property and obtain certificates of occupancy ("C of Os") for twenty-two (22) of the twenty-eight (28) townhomes.
 - ii. The building permit and start of construction for the affordable units must commence before the C of O for the 23rd townhome on the East Side Property. "Start of construction" shall mean that the footing inspection for the foundation of the affordable unit buildings has occurred per the Uniform Construction Code ("UCC") and has been approved.
 - iii. No C of O for the West Side Property may be issued until C of Os for all of the twenty-three (23) affordable units on the Lake Drive Property have been issued.
 - iv. In the event that the Borough exercises the ROFO and purchases the West Side Property from Developer, the COAH Phasing schedule shall be modified as follows:
 1. By the time Developer reaches C of Os for 50% of the townhomes on the East Side Property, Developer shall have C of Os for 50% of the affordable units on the Lake Drive Property.
 2. By the time Developer reaches C of Os for 90% of the townhomes on the East Side Property, Developer shall have received C of Os for 100% of the affordable units on the Lake Drive Property.

v. The twenty-three (23) affordable rental units on the Lake Drive Property shall consist of four (4) one-bedroom units, fourteen (14) two-bedroom units and five (5) three-bedroom units.

vi. The income level distribution for the affordable units shall be as follows:

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

viii. Pursuant to the Affordable Housing Agreement, 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 the Uniform Housing Affordability Controls (“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 in accordance with Exhibit A.

f. In the event that Allenhurst purchases the West Side Property from Developer and subsequently abandons the municipal uses at Block 19, Lot 2 (the Fire House) or Block 6, Lot 11 (Borough Hall), the Borough acknowledges and agrees that the availability of these municipal lots for development amounts to a substantial changed circumstance that would impact the Borough’s development potential for affordable housing, resulting in an increase in the Borough’s Third Round RDP. Should such changed circumstances occur, Allenhurst agrees to amend its RDP to account for the newly available land and shall have the right to first address the changed circumstance with notice to the Court, Special Master and FSHC, without any negative impact on its immunity. FSHC reserves the right to provide any comments or objections to the Court upon review of any mechanisms proposed by the Borough to address its increased RDP due to changed circumstances.

10. **Unmet Need Obligation.** Allenhurst’s 27-unit RDP, subtracted from its cumulative prospective need obligation of 94 units, results in an unmet need obligation of 67 units, which the Parties agree shall be addressed through the Borough’s implementation of the following compliance mechanisms:

- a. Surplus Credits: Allenhurst may apply three (3) surplus credits from addressing its 27-unit RDP with the 30 total credits/rental bonuses generated by the Power Station Inclusionary Development towards its unmet need obligation.
- b. Main Street Commercial District Overlay Inclusionary Zoning: Allenhurst shall adopt overlay inclusionary zoning over the Southern Gateway District, known as Block 21, Lots 8, 9, 19, 11, 12, 13, Block 19, Lots 1 and 2, and also along the Main Street commercial corridor including all remaining parcels in the C-2 Main Street Redevelopment Area and all parcels in the C-3 Commercial zone, the B-1 Business Office zone, and the B-2 Business Office zone to create a realistic opportunity for the development of affordable housing. See Overlay Zone Map attached hereto as **Exhibit D**. The overlay inclusionary zone along Main Street shall permit multifamily housing up to two stories over ground floor commercial, as well as three-story multifamily apartments in certain locations not fronting Main Street, such as at Block 19, Lot 2, all with a mandatory twenty percent (20%) set-aside for affordable housing. The bulk standards in this overlay shall permit shared parking ratios and otherwise accommodate a maximum density of fifteen (15) units per acre. The form of ordinance shall be finalized through collaboration between FSHC, the Special Master and representatives of the Borough and adopted by the Borough in accordance with Paragraph 16(a) below.
- c. Mandatory Borough-Wide Affordable Housing Set-aside Ordinance: Allenhurst shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential development of five (5) units or more at a density of six (6) or more units per acre, created through: a municipal rezoning permitting multifamily residential housing; use variance; a density variance increasing the permissible density at the site; or a redevelopment plan or a rehabilitation plan. The set aside for affordable housing shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five (5) or more. The form of ordinance shall be finalized through collaboration between FSHC, the Special Master and representatives of the Borough and adopted by the Borough in accordance with Paragraph 16(a) below.
- d. Affordable Housing Development Fee Ordinance: Allenhurst shall implement an approved Development Fee Ordinance for all new non-residential development and new non-inclusionary residential development. The Ordinance shall provide for the Borough's collection of residential fees for all residential expansions that increase said residential square footage by the creation of a new bedroom. The form of ordinance shall be finalized through collaboration between FSHC, the Special Master and representatives of the Borough and adopted by the Borough in accordance with Paragraph 16(a) below.

11. Allenhurst shall meet its Prior Round and Third Round Prospective Need obligation of 94 units (both the 27-unit RDP and the 67-unit unmet need) in accordance with the following Mount Laurel standards:

- a. Rental bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least fifty percent (50%) of the units addressing Allenhurst's Prior Round and Third Round Prospective Need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent (25%) of Allenhurst's Prior Round and Third Round Prospective Need shall be met through rental units, including at least half of the rental units being made available to families.
- d. At least half of the units addressing Allenhurst's Prior Round and Third Round Prospective Need shall be non-age-restricted units available to families.
- e. Allenhurst agrees to comply with COAH's Prior Round age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twentyfive percent (25%) of all units developed or planned to meet its cumulative Prior Round and Third Round fair share obligation.
- f. Thirteen percent (13%) of all affordable units referenced in this Agreement, with the exception of those units constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very low-income units for households earning thirty percent (30%) or less of the median income pursuant to the FHA, with half of the very low income units being available to families.

12. **Affirmative Marketing Plan.** As part of its HEFSP, Allenhurst must prepare an Affirmative Marketing Plan and shall include the following entities in the list of community and regional organizations in its affirmative marketing plan, pursuant to UHAC, N.J.A.C. 5:8026.15(f)(5):

- a. FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, Trenton Branches of the NAACP, and the Supportive Housing Association.
- b. As part of its regional affirmative marketing strategies during implementation of the affirmative marketing plan, the Borough and/or its administrative agent

shall also provide notice of all available affordable housing units to the aboverferenced organizations.

- c. The affirmative marketing plan shall include posting of all affordable units on the New Jersey Housing Resource Center (“HRC”) website in accordance with applicable law. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this Paragraph.

13. **Affordability Controls**. In all development that produces affordable housing, the Parties agree that the following terms shall apply:

- a. All affordable housing units shall be governed by and fully comply with affordability controls and affirmative marketing requirements of UHAC, or any successor regulation, including without limitation, the required bedroom and income distribution, with the sole exception that, in lieu of the ten percent (10%) of the affordable units in rental projects being required to be at thirty-five percent (35%) of the median income, thirteen percent (13%) of the affordable units in such projects shall be required to be for very low-income households earning thirty percent (30%) or less of the median income pursuant to the FHA and all other applicable law.
- b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the FHA, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Borough acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:8026.11(b).
- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

- d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law.
- f. Allenhurst, as part of its HEFSP, shall adopt appropriate and comprehensive implementing fair share ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

14. **Income Limits.** Income limits for all units that are part of Allenhurst's HEFSP required by this Agreement and for which income limits are not already established through a federal program exempted from UHAC, pursuant to N.J.A.C. 5: 80-26.1, shall be updated by Allenhurst annually within thirty (30) days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development ("HUD") as follows:

- a. Regional income limits shall be established for the region that Allenhurst is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent (80%) of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent (30%) of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits, attached hereto as **Exhibit E**, are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2022, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by Allenhurst annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d. The Parties agree to request the Court enter an order implementing this paragraph prior to or at the Fairness Hearing in this matter.

15. **New Construction.** All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

16. **Spending Plan.** Allenhurst shall prepare a Spending Plan, which shall be approved by the Borough prior to a duly noticed compliance hearing. FSHC reserves the right to provide any comments or objections on the Spending Plan to the Court upon review. The Borough reserves the right to seek a finding by the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and 329.3, in which case the four-year time period for expenditures shall begin to run with the entry of a final judgment approving this Agreement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563).

17. Allenhurst agrees to take the following steps within the timeframes specified below:

- a. Within 120 days of the Court entering an order approving this Agreement following a duly noticed Fairness Hearing:
 - i. Introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinances referenced above to implement the terms of this Agreement and the zoning contemplated herein and adopt and endorse a HEFSP and Spending Plan in conformance with the terms of this Agreement;
 - ii. Adopt a Development Fee Ordinance in accordance with the terms of this Agreement, and submit the ordinance to the Court, Special Master and FSHC.
- b. Within 125 days of the Court entering an order approving this Agreement following a duly noticed Fairness Hearing, Allenhurst shall provide notice to the Court, Special Master and FSHC that it has complied with the terms of (a) above and shall request the Court schedule a compliance hearing at least 60 days from the request to allow for appropriate public notice.

18. **Determination of Reduced Obligation.** Subsequent to the Court entering an order approving this Agreement following a duly noticed Fairness Hearing, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch responsible for implementing the FHA, determines that Allenhurst's Third Round (1999-2025) obligation is decreased by more than twenty percent (20%) of the total Prospective Third Round Need obligation established in this Agreement, with any relevant appeal period having passed, the Borough may, with notice to FSHC, seek to amend the judgment solely to reduce its fair share obligation accordingly. Notwithstanding any such reduction, Allenhurst shall be obligated to implement the HEFSP prepared, adopted and endorsed as a result of this Agreement, including adopting and/or leaving in place any site-specific zoning adopted or relied upon in connection with the HEFSP approved pursuant to this Agreement; taking all steps necessary to support the development of all municipally-sponsored non-inclusionary developments referenced herein or deemed suitable for affordable housing development by a court; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of Allenhurst's obligation below that established in this Agreement does not provide a basis for seeking leave to amend any provision of this Agreement or to amend an order or judgment pursuant to R. 4:50-1 with respect to any term other than the

Borough's calculated Third Round Prospective Need obligation pursuant to the process set forth in this Paragraph. Should a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch responsible for implementing the FHA, determines that Allenhurst's Third Round (1999-2025) obligation is decreased by more than twenty percent (20%) of the total Prospective Third Round Need obligation established in this Agreement, the Borough will be permitted to carry over any resulting extra credits to the Fourth Round in conformance with the then-applicable law.

19. **Reporting of Trust Fund Activity.** On June 30, 2024, and on every anniversary of that date thereafter through 2025, Allenhurst shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by COAH, the Special Master or FSHC. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

20. **Reporting on Affordable Housing.** On June 30, 2024, and on every anniversary of that date thereafter through 2025, Allenhurst shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

21. **The Midpoint Review, Very Low-Income Housing Monitoring.** The Parties agree that, given the commencement of the Fourth Round on July 2, 2025, and the opportunity for public comment and objections at the fairness hearing and compliance hearing, Allenhurst will not be required to submit a midpoint review report pursuant to N.J.S.A. 52:27D-313, and the

compliance hearing shall suffice as the midpoint review. In accordance with the provisions of the FHA regarding actions to be taken by the Borough during the ten-year period of protection provided in this Agreement, Allenhurst agrees to comply with those provisions as follows:

- a. For the review of very low-income housing requirements required by N.J.S.A. 52:27D-329.1, on June 30, 2024, Allenhurst shall post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low-income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this Agreement.

22. **Fairness Hearing.** This Agreement must be approved by the Court following a duly noticed 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); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Upon full execution of this Agreement, the Fairness Hearing shall be scheduled by the Court. Allenhurst shall make its consulting planner and any other relevant witnesses available for testimony at the fairness hearing(s). FSHC agrees to support this Agreement at the fairness hearing. If this Agreement is rejected by the court at the fairness hearing, it shall be null and void.

23. **Compliance Hearing and Judgment of Compliance and Repose.** In the event the court approves this Agreement and the Borough's HEFSP at a Compliance Hearing, the Parties agree that Allenhurst will receive the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as set forth in the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The accompanying protection shall remain in effect through July 1, 2025.

24. **Attorney's Fees.** The Borough agrees to pay FSHC's attorney's fees and costs in the amount of \$55,000.00 within thirty (30) days of the court's approval of this Agreement following the entry of an order approving this Settlement Agreement after a duly noticed fairness hearing.

25. **Obligation to Defend.** Allenhurst and FSHC shall each fulfill the intent and purpose of this Agreement. If an appeal is filed challenging the Court's approval or rejection of this Agreement, Allenhurst and FSHC agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial Court, unless and until an appeal of the Court's approval is successful, at which time the Parties each reserve their right to return to the *status quo ante*.

26. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against either party because such party drafted or requested such provision, or this Agreement as a whole.

27. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

28. **Severability.** Unless otherwise specified, the various provisions of this Agreement are independent and severable and if any item, condition or provisions of this Agreement is declared or found to be illegal, void or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, and if the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

29. **Entire Agreement.** Each party acknowledges that this Agreement, and all Exhibits and Schedules annexed hereto, constitutes the complete, exclusive, entire statement between the Parties of the terms and conditions with respect to the subject matter of this Agreement, and supersedes and merges all previous communications, representations, understandings, agreements, communications, and negotiations, written or oral, between the Parties relating to this Agreement.

30. **Amendment or Modification.** This Agreement may not be modified or amended except by written instrument that specifically states that it is a supplement, modification, or amendment to this Agreement and is signed by an authorized representative for each party.

31. **Waiver.** No waiver, forbearance or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such party's right to enforce any other provision of this Agreement or such party's right to enforce such provision in the future.

32. **Headings.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. In the case of a conflict between the headings and the content of the section or subsection, the content shall control.

33. **Legal Capacity.** Each party who signs this Agreement in a representative capacity warrants that the party's execution of this Agreement is duly authorized, execute and delivered by and for the entity for which that party signs. Each party warrants that the party has carefully read and understands the scope and effect of each and every provision of this Agreement, that the party has consulted with chosen legal counsel who has explained the terms of the provisions of this Agreement, and all attachments hereto, and has executed this Agreement voluntarily, without duress, coercion, or undue influence with the express intent to be bound thereby.

34. **Enforcement.** This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County.

35. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey

36. **Notices.** Any notice, demand, request or other communication required or permitted under this Agreement shall be valid and effective only if given by written instrument which is personally delivered or sent by facsimile, prepaid overnight or second-day air courier, or registered or certified air, postage prepaid, addressed as follows:

If to Allenhurst to:

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

If to FSHC to:

Adam M. Gordon, Esq.
Fair Share Housing Center, Inc.
510 Park Boulevard
Cherry Hill, NJ 08002
P: (856) 665-5444
F: (856) 663-8182
Email: adamgordon@fairsharehousing.org

Any notice, demand, request or other communication given as provided in this Paragraph, if given personally, shall be effective upon delivery; if given by facsimile shall be effective upon transmission; if given by mail, shall be effective ten (10) business days after deposit in the mail; and, if given by prepaid courier service, shall be effective on the date established by such courier as the date delivered. Any party may change the address at which it is to be given notice by giving written notice to the other party as provided in this Paragraph.

37. **Counterparts.** This Agreement may be executed in counterparts all of which when taken together shall constitute one original executed Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorized officers and/or representatives.

Attest:

FAIR SHARE HOUSING CENTER, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____, 2023

Attest:

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

By: _____

By: _____

Name: Donna M. Campagna, R.M.C.

Name: David J. McLaughlin

Title: Municipal Clerk & Administrator

Title: Mayor

Date: _____, 2023

ATTACHMENT REFERRED TO IN RESOLUTION 2023-101

**BOROUGH OF ALLENHURST
ORDINANCE NO.: 2023-__**

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER IX (BUILDING & HOUSING), SECTION 3.7
(BRUSH, HEDGES AND OTHER PLANTS) OF THE
MUNICIPAL CODE OF THE BOROUGH OF
ALLENHURST.**

WHEREAS, the Borough Council of the Borough of Allenhurst has determined that it is in the best interests of the community to revise §9-3.7 of the Borough Code concerning the maintenance of Brush, Hedges and Other Plants in the Borough.

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

I. Chapter IX, Section 3.7 be and is hereby revised by deleting the existing section §9-3.7 entitled "Brush, Hedges and Other Plants" and to replace it with the following:

Legislative Statement:

The Board of Commissioners of the Borough of Allenhurst are ever mindful of preserving the aesthetics of our hometown. As such, we have enacted ordinances with the intent to keep the Borough reflective of its visual heritage. This is one such ordinance. Its purpose is to preserve the ability of pedestrians and motorists to see the historic architecture and homes from the sidewalk and street, and to see that they are not obscured by hedges. It is also important to protect views of the ocean where applicable.

This ordinance establishes that homes cannot have hedges (or the combination of retaining structures and hedges) exceeding four (4') feet in height along the frontage of their property as it relates to (i.e. is measured from) the top of the adjacent sidewalk. To be clear, it is the Board's intent that homes shall not be concealed from view by plants and structures ~~hedges~~ that exceed four feet (4') in height.

The Board of Commissioners trusts that this Legislative Statement will assist our homeowners understanding of our continuing vision for the Borough, and explains why we believe enforcing this ordinance is a necessity to preserve our community.

§9-3.7. Brush, Hedges and Other Plants.

a. **Conformance Required.** The provisions of this article shall govern the minimum conditions and responsibilities of the owners, tenants or residents of property for the maintenance of the exterior of the property, including all vacant structures and premises and vacant land. All

property, structures or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to adversely affect the public health or safety.

b. Brush, Hedges or other view obstructing plant height limitations. From the adoption of this Ordinance forward:

i. No property in the Borough shall have brush, hedges or any other view obstructing plants (as distinguished from deciduous trees) (hereinafter collectively referred to as "hedges") in any front yard and up to the front setback of the house, that exceed four feet (4') in height, as measured from the adjacent sidewalk, including hedges combined with retaining or other structures. This shall be inclusive of trees and plants of any kind whatsoever that are arranged in such a manner that they will in fact obstruct views.

ii. For all properties east of Ocean Avenue, from the front setback of the house to the rear sideline of any such property, hedges shall not exceed five feet (5') in height, as measured from the ground immediately adjacent to such hedges. The Board takes these actions specifically to keep potential ocean views available from front porches and backyards.

iii. For all properties west of Ocean Avenue up to the easterly side of Norwood Avenue (otherwise known as the 100 block) from the front setback of the house to the rear sideline of any such property, hedges shall not exceed eight feet (8') in height, as measured from the ground immediately adjacent to such hedges. Our intent here is to protect the potential views from the second story on these blocks.

iv. For corner lots and homes that ONLY have side yards, but no backyards, from the front setback of the house to the boundary of an adjacent property, there shall be no height restriction upon hedges. Such properties must still comply with section 9-3.7(b)(i) above, as the same applies to ALL properties throughout the Borough.

v. For all properties west of Norwood Avenue up to the easterly side of Page Avenue (otherwise known as the 200 block) from the front setback of the house to the rear sideline of any such property, hedges shall not exceed ten feet (10') in height, as measured from the ground immediately adjacent to such hedges.

vi. For all properties west of Page Avenue up to the easterly side of Main Street (otherwise known as the 300 block) from the front setback of the house to the rear sideline of any such property, there shall be no height restriction upon hedges. Such properties must still comply with section 9-3.7(b)(i) above, as the same applies to ALL properties throughout the Borough.

vii. For all properties west of Main Street from the front setback of the house to

the rear sideline of any such property, there shall be no height restriction upon hedges. Such properties must still comply with section 9-3.7(b)(i) above, as the same applies to ALL properties throughout the Borough.

c. Service of Notice. Notice to cut and remove objectionable brush, hedges and other plant life shall be given by the Borough Clerk/Administrator and/or his or her designee to the owner, tenant or resident by registered mail or certified mail, return receipt requested to the last known post office address.

d. Determination of Need for Cutting. The Borough Council of the Borough of Allenhurst shall determine, by resolution, when such notice shall be given pursuant to this subsection.

e. Removal by Borough. In the event of the failure of any owner, tenant or resident to keep all brush, hedges and other plant life growing within ten (10) feet of any roadway, and within twenty-five (25) feet of the intersection of two (2) roadways, cut to a height of not more than four feet (4'), as measured from the adjacent sidewalk, after written notice thereof, the Borough may proceed to cause the cutting and removal of such brush, hedges and other plant life under the direction of the Borough Clerk/Administrator and/or his or her designee.

f. Lien for Costs. In any case where the Borough has cut and removed brush, hedges and other plant life, the Borough Clerk/Administrator and/or his or her designee shall thereafter certify to the Borough Council the cost thereof, and if the amount so certified is by resolution of the Borough Council determined to be correct and reasonable, the Borough Clerk/Administrator and/or his or her designee shall deliver a certified copy of the resolution to the Tax Collector. The amount so charged shall become a lien upon such lands from which the brush, hedges and other plant life were cut and removed, and shall be added to and become and form part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as other taxes, and shall be collected and enforced by the Tax Collector in the same manner as taxes, as authorized by N.J.S.A. 40:48.2-26 and 40:48.2-27.

g. Violations and Penalties. Any person who shall refuse or neglect, after written notice as above set forth, to comply with the demands therein made with respect to the cutting of the brush, hedges and other plant life for the preservation of the public safety of the citizens of the Borough, within the period of time above set fourth, shall, upon conviction thereof, be liable to a penalty not to exceed a fine of five hundred (\$500.00) dollars, and each and every day in which the owner, tenant or resident shall refuse or neglect so to cut the offending brush, hedges and other plant life shall be and constitute a separate offense. The imposition and collection of any fine or penalty prescribed by this subsection shall not bar the right of the Borough to collect the cost of the cutting of the brush, hedges and other plant life, as hereinbefore specified; and the remedies shall be cumulative.

REPEALER. All other sections and subsections of Chapter IX not specifically amended by this Ordinance, shall remain in full force and effect.

INCONSISTENT ORDINANCES. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

SEVERABILITY. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

AND IT IS FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days after the first publication thereof after final passage as provided by law.

Donna M. Campagna, RMC
Borough Clerk/Administrator

David J. McLaughlin, Mayor

Introduced on: _____

Public Hearing: _____

Adoption: _____

Published in the _____ on _____ and on _____.

SEVERABILITY. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

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Donna M. Campagna, RMC
Borough Clerk/Administrator

David J. McLaughlin, Mayor

Introduced on: _____

Public Hearing: _____

Adoption: _____

Published in the _____ on _____ and on _____.