

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
SEPTEMBER 27, 2018
8:00 P.M.

A Regular meeting of the Mayor and Council of the Borough of Allendale, will be held in the Municipal Building, 500 West Crescent Avenue, Allendale, NJ on September 27, 2018.

- I. CALL TO ORDER
 - A. Open Public Meetings Act Announcement
 - B. Salute to Flag
- II. ROLL CALL
- III. APPROVAL OF MINUTES
 - September 13, 2018 Work Session
 - September 13, 2018 Regular Session
 - September 13, 2018 Closed Executive Session
- IV. PUBLIC COMMENT

Audience members wishing to speak will have a five (5) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.
- V. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

The following ordinances published herewith were first read by title only on September 13, 2018 and posted on the bulletin board of the lobby of the municipal building.

ORDINANCE 18-13 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY ADDING CHAPTER 81 "AFFORDABLE HOUSING" TO THE CODE OF THE BOROUGH OF ALLENDALE TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

ORDINANCE 18-14 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270, "ZONING" OF THE BOROUGH CODE, TO CREATE THE ALLENDALE CORPORATE CENTER INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-3

ORDINANCE 18-15 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270, "ZONING" OF THE BOROUGH CODE, TO CREATE THE FRANKLIN TURNPIKE INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-4

ORDINANCE 18-16 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270, "ZONING" OF THE BOROUGH CODE, TO CREATE THE RAMSEY GOLF COURSE INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-2

ORDINANCE 18-18 – AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, PEDDLING AND SOLICITING, CHAPTER 194

ORDINANCE 18-19 – AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, VEHICLES AND TRAFFIC, CHAPTER 252-7

ORDINANCE 18-20 – AN ORDINANCE TO SUPPLEMENT §270-26 ENTITLED "PROHIBITED USES WITHIN THE BOROUGH" OF CHAPTER 270 ENTITLED "ZONING" OF THE CODE OF THE BOROUGH OF ALLENDALE SO AS TO PROHIBIT THE USE OF ANY PREMISES IN ANY ZONING DISTRICT OF THE BOROUGH OF ALLENDALE FOR THE SALE OF MARIJUANA OR MARIJUANA

AGENDA
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MAYOR AND COUNCIL
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8:00 P.M.

SUBSTITUTES EXCEPT FOR THE SALE OF PRESCRIBED MEDICAL MARIJUANA UPON CERTAIN PREMISES

VI. INTRODUCTION OF ORDINANCES

Motion that the following ordinance be introduced and passed on first reading and setting October 11, 2018 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.

ORDINANCE 18-21 – AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, “OFFICERS AND EMPLOYEES”, TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2018.

VII. CONSENT AGENDA

Matters listed below are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

- A. **18-223**/Approval of Bill List
- B. **18-224**/Affirm Civil Rights Policy
- C. **18-225**/Authorize Refunds – Water Overpayment
- D. **18-226**/Designate \$1,412,210 Bond Anticipation Notes as “Qualified Tax-Exempt Obligations”
- E. **18-227**/Authorize Refund – Overpayment of 2017 Taxes – Block 905 Lot 19.1
- F. **18-228**/Authorize Transfer of Overpayments of 2018 Taxes to 2019 Taxes Receivable
- G. **18-229**/Authorize Reduction of 2018 Tax Levy – Veteran Deduction – Block 904 Lot 2
- H. **18-230**/Authorize Shared Services Agreement – County of Bergen – Vehicle Maintenance & Repair Services
- I. **18-231**/Appoint Fire Official – Pierre Gauthier
- J. **18-232**/Adopt Personnel Policies & Procedures Manual
- K. **18-233**/Approve 2018-2019 Flu Program

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. COMMITTEE REPORTS AND COMMENTS

XI. STAFF REPORTS

XII. PUBLIC COMMENTS

Audience members wishing to speak will have a five (5) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

XIII. ADJOURNMENT

Bulletin Board

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MAYOR AND COUNCIL
SEPTEMBER 27, 2018
8:00 P.M.

Borough Website

****AGENDA & AGENDA MATERIALS SUBJECT TO CHANGE****

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN**

ORDINANCE NO. 18-13

AN ORDINANCE OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY ADDING CHAPTER 81 "AFFORDABLE HOUSING" TO THE CODE OF THE BOROUGH OF ALLENDALE TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

Section I. Article II, "Development Fees" of Chapter 120, "Fees", Repealed. That Article II, "Development Fees" of Chapter 120, "Fees" is hereby struck from the Borough Code.

Section II. Article XXVIII, "Affordable Housing Standards" of Chapter 270, "Zoning", Repealed. That Article XXVIII, "Affordable Housing Standards" of Chapter 270, "Zoning", is hereby repealed.

Section III. Article XXXI, "Requirements for Developments that Increase the Borough of Allendale's Growth Share Obligation for Affordable Housing" of Chapter 270, "Zoning", Repealed. That Article XXXI "Requirements for Developments that Increase the Borough of Allendale's Growth Share Obligation for Affordable Housing" of Chapter 270, "Zoning" is hereby repealed.

Section IV. Article XXXII "Third Round Fair Share of Affordable Housing" of Chapter 270, "Zoning", Repealed. That Article XXXII "Third Round Fair Share of Affordable Housing" of Chapter 270, "Zoning" is hereby repealed.

Section V. Chapter 81, "Affordable Housing", Added. That Chapter 81, entitled "Fair Share Affordable Housing" is added to the Borough Code and shall read as follows:

**Chapter 81
AFFORDABLE HOUSING**

**ARTICLE I
General Program Purposes, Procedures**

§81-1. Affordable Housing Obligation.

- A. This section of the Borough Code sets forth regulations regarding the low and moderate income housing units in the Borough consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", *N.J.A.C. 5:93 et seq.*, the Uniform Housing Affordability Controls ("UHAC"), *N.J.A.C. 5:80-26.1 et seq.*, except where modified by the requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill",

codified at N.J.S.A. 52:27D-329.1) as reflected in the terms of a Settlement Agreement between the Borough and Fair Share Housing Center (“FSHC”) such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable to households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the Borough's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.

- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.
- C. The Allendale Borough Joint Land Use Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at *N.J.S.A. 40:55D-1*, et seq. The Plan has also been endorsed by the Borough Council of the Borough of Allendale. The Fair Share Plan describes the ways the Borough shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.
- D. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of *N.J.A.C. 5:93*, as may be amended and supplemented.
- E. The Borough shall file monitoring and status reports with Fair Share Housing Center (“FSHC”) and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring evaluation report prepared by the Special Master in accordance with *N.J.A.C. 5:91* shall be available to the public at the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401.
- F. On or about September 15 of each year through the end of the period of Third Round Judgment of Repose, the Borough will 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 all parties to the Borough’s Court-approved Settlement Agreements, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
- G. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in the Borough’s Court-approved agreement with FSHC. The Borough agrees to comply with those provisions as follows:
 - 1. By July 1, 2020, the Borough must prepare a midpoint realistic

opportunity review, as required pursuant to N.J.S.A. 52:27D-313, which the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. In the event the Court determines that a site or mechanism no longer presents a realistic opportunity and should be replaced or supplemented, then the municipality shall have the opportunity to supplement or revise its plan to correct any deficiency.

2. Within 30 days of September 15, 2020 and September 15, 2024 the Borough shall prepare a review of compliance with the very-low income housing requirements required by N.J.S.A. 52:27D-329.1 and its Court-approved Settlement Agreement with FSHC. The Borough will 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 and in the Borough's Settlement Agreement with FSHC. 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.

§81-2. Definitions. As used herein the following terms shall have the following meanings:

“Accessory apartment” means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

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

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C. 5:91*, *N.J.A.C. 5:93* and *N.J.A.C. 5:80-26.1 et seq.*

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

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in *N.J.A.C. 5:93-7.4*; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to *N.J.A.C. 5:93*, and/or funded through an affordable housing trust fund.

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

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

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

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one

unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*).

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

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

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

“Development Fee” means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:93-8*.

“Equalized Assessed Value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (*N.J.S.A. 54:1-35a through 54:1-35c*).

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Borough proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

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

"Housing Element" means the portion of the Borough's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes the Borough's fair share obligation.

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

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

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

"Regional asset limit" means the maximum housing value in each housing region

affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

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

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

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

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26.1* et seq.

“Very-low income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

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

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§81-3. Borough-wide Mandatory Set-Aside

- A. A multi-family or single-family attached development providing a minimum of five (5) new housing units created through any municipal rezoning or Joint Land Use Board action on a use or density variance, redevelopment plan, or rehabilitation plan that provide for densities at or above six (6) units per acre is required to include an affordable housing set-aside of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent. ***This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough of Allendale to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.***
- B. This Borough-wide mandatory set-aside requirement does not supersede the

effects or requirements of the Inclusionary Overlay Zoning Districts established per sections §270-185 et. seq. for any inclusionary multi-family residential development that occurs within the boundaries of those districts.

- C. In the event that the inclusionary set-aside percentage (15% or 20%) of the total number of residential units does not result in a full integer, the developer may choose one of two options of addressing the fractional unit:
1. The developer shall round the set-aside upward to construct a whole additional affordable unit; or
 2. If the set-aside includes a fractional unit equal to 0.49 or less, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but must also make a payment in-lieu of constructing the fractional additional unit (“fractional payment in-lieu”).
 - (a) The fractional payment in-lieu amount shall be calculated as the fractional unit multiplied by the base payment in-lieu dollar amount established in §81-4.C.1 of the Borough Code.
 3. For Example: If seven (7) total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above:
 - (a) The developer shall round up the 0.4 unit to one (1) whole affordable unit so as to construct a total of two (2) affordable housing units, in accordance with §81-3.C.1; or
 - (b) In accordance with §81-3.C.2, the developer shall round the set-aside downward so as to construct only (1) affordable unit AND shall pay into the Borough’s affordable housing trust fund a fractional in-lieu payment equal to the dollar amount established in §2-4.C.1 multiplied by 0.4 units.

§81-4. New Construction. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

- A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of

Minimum Percentage of Low-

| <u>Market-Rate Units Completed</u> | <u>and Moderate- Income Units Completed</u> |
|--|---|
| 25 | 0 |
| 25+1 | 10 |
| 50 | 50 |
| 75 | 75 |
| 90 | 100 |

- B. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- C. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with the requirements below:
1. The base dollar amount of the payment in-lieu of constructing an affordable unit at the time of adoption of this Ordinance shall be \$180,267¹. This amount shall be adjusted periodically by the Borough to reflect the most current and accurate market conditions or better cover the cost to the Borough to subsidize affordable housing construction. The payment shall be imposed as a condition of development approval by the Joint Land Use Board.
 - (a) During the development approval process, a developer may demonstrate to the Governing Body that the actual construction cost of an affordable unit less estimated capitalized revenue at the development in question is lower than the imposed payment in-lieu in §81-4.C.1. At its discretion, the Governing Body may impose a lower payment in-lieu amount equal or proximate to the amount estimated by the developer.
- D. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- E. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
1. The fair share obligation shall be divided equally between low- and moderate- income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
 2. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
 3. Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very-low income households.
 4. At least half of the affordable units in each bedroom distribution within

¹ As set forth in N.J.A.C. 5:97-6.4(c)3

each affordable housing development shall be affordable to low-income households.

5. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
 - (b) At least 30% of all low- and moderate-income units shall be two bedroom units;
 - (c) At least 20% of all low- and moderate-income units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
6. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

E. Accessibility Requirements:

1. The first floor of all new restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
2. All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (1) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350

(*N.J.S.A. 52:27D-311a et seq.*) and the Barrier Free Subcode, *N.J.A.C. 5:23-7*, or evidence that the Borough has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

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

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

(3) The funds deposited under paragraph (2) herein, shall be used by the Borough for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

(4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Borough of Allendale.

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

(6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

F. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
 - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;

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

7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

- (a) Regional income limits shall be established for the Region 1 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 Region 1. This quotient represents the regional weighted

average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, 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 the Borough 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.

- 10. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- 11. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§81-5. Condominium and Homeowners Association Fees.

For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§81-6. Reserved.

§81-7. Reserved.

§81-8. Reserved.

§81-9. Reserved.

ARTICLE II
Affordable Unit Controls and Requirements

§81-10. Purpose.

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

§81-11. Affirmative Marketing.

- A. The Borough shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with *N.J.A.C. 5:80-26.15*, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 1 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 1, comprised of Bergen, Hudson, Sussex, and Passaic Counties.
- D. The Administrative Agent designated by the Borough shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to *N.J.A.C. 5:80-26.15(f)(5)*, Fair Share

Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, and Bergen County Housing Coalition, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. 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.

- F. In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- G. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- H. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough of Allendale.

§81-12. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide separate bedrooms for parents and children;
 - 3. Provide children of different sexes with separate bedrooms; and
 - 4. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§81-13. Selection of Occupants of Affordable Housing Units.

- A. The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of *N.J.A.C. 5:80-26 et seq.*

§81-14. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.5*, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
- B. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under *N.J.A.C. 5:80-26.5(a)*, as may be amended and supplemented.

§81-15. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§81-16. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§81-17. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with *N.J.A.C.5:80-26.6(b)*.

§81-18. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with *N.J.A.C. 5:80-26.11*, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
 - 1. Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages

on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Bergen. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
1. Sublease or assignment of the lease of the unit;
 2. Sale or other voluntary transfer of the ownership of the unit; or
 3. The entry and enforcement of any judgment of foreclosure.

§81-19. Price Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§81-20. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13*, as may be amended and supplemented, and shall be determined as follows:
1. Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted

rental unit when the household is a very-low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§81-21. Conversions.

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§81-22. Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with *N.J.A.C. 5:93-5.8* and UHAC, with the following exceptions:
1. Affirmative marketing (*N.J.A.C. 5:80-26.15*), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 2. Affordability average and bedroom distribution (*N.J.A.C. 5:80-26.3*).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30

year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§81-23. Reserved.

§ 2-23. Reserved.

§81-24. Reserved.

ARTICLE III Administration

§81-25. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison for the Borough of Allendale is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Borough Council and be subject to the approval by the Superior Court.
- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the Borough of Allendale.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough of Allendale, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - 2. The implementation of the Affirmative Marketing Plan and affordability controls.
 - 3. When applicable, supervising any contracting Administrative Agent.
 - 4. Monitoring the status of all restricted units in the Borough of Allendale's

Fair Share Plan;

5. Compiling, verifying and submitting annual reports as required by the Superior Court;
6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§81-26. Administrative Agent.

- A. The Borough shall designate by resolution of the Borough Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in *N.J.A.C. 5:80-26.14, 16 and 18* thereof, which includes:
 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 2. Affirmative Marketing;
 3. Household Certification;
 4. Affordability Controls;
 5. Records retention;
 6. Resale and re-rental;
 7. Processing requests from unit owners; and
 8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.

9. The Administrative Agent shall, as delegated by the Borough Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§81-27. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Allendale Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any

judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income

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

- G. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§81-28. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Borough.

Article IV Development Fees

§81-29. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are

subject to approval by the Court.

- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38². Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

§81-30. Basic requirements.

- A. COAH had previously approved ordinances adopting and amending Article II of Chapter 2, which established the Borough's affordable housing trust fund. The Borough's development fee ordinance which has been further amended and relocated to Article IV of Chapter 81 remains effective pursuant to the Superior Court's jurisdiction in accordance with N.J.A.C. 5:93.8.
- B. COAH approved the Borough's initial Spending Plan in 1994 and approved the Borough's Third Round Spending Plan in 2009, and an amendment to the Spending Plan in 2010. Subsequently, the Superior Court approved second and third amendments to the Borough's Third Round Spending Plan on September 20, 2016 and January 5, 2017. At such time that the Court approves the Borough's Amended Third Round Housing Element and Fair Share Plan and the fourth amended Third Round Spending Plan, the Borough may begin spending development fees in conformance with N.J.A.C. 5:93-8 for the new 2018 Plan activities.

§81-31. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
 - 2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for

² Editor's Note: See N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively.

two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. Developers of residential structures demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

§81-32. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of

the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise exempted below.
2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough as a lien against the real property of the owner.

§81-33. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The

developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Allendale fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Allendale. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45

days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Allendale. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§81-34. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
 - 1. Payments in lieu of on-site construction of affordable units;
 - 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - 3. Rental income from municipally operated units;
 - 4. Repayments from affordable housing program loans;
 - 5. Recapture funds;
 - 6. Proceeds from the sale of affordable units; and
 - 7. Any other funds collected in connection with Allendale's affordable housing program.
- C. Allendale Borough previously provided COAH with written authorization, in the form of three-party escrow agreements between the municipality, Lakeland Bank, and COAH, to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:93-8. The Superior Court shall now have such jurisdiction to direct the disbursement of the Borough's trust funds per N.J.A.C. 5:93-8.
- D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

§81-35. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability

controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8.16 and specified in the approved spending plan.

- B. Funds shall not be expended to reimburse Allendale for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 - 2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 - 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Allendale may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements set forth in the Court-approved September 15, 2017 executed Settlement Agreement with Fair Share Housing Center. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§81-36. Monitoring.

- A. On or about September 15 of each year through 2025, Allendale shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”)), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Allendale's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§81-37. Ongoing collection of fees.

- A. The ability for Allendale to impose, collect and expend development fees shall expire with its Court-issued Judgment of Compliance and Repose unless Allendale has filed an adopted Housing Element and Fair Share Plan with the Court or other appropriate jurisdiction, has filed a Declaratory Judgment Action, and has received the Court’s approval of its development fee ordinance. If Allendale fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Allendale shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment Compliance and Repose, nor shall Allendale retroactively impose a development fee on such a development. Allendale shall not expend development fees after the expiration of its Judgment Compliance and Repose.

Section VI. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section VII. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section VIII. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, held on _____, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Borough Council to be held in

the meeting room of the municipal building, 500 West Crescent Avenue, in the Borough of Allendale on _____, 2018 at 7:30 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

Anne Dodd, R.M.C. Clerk

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN**

ORDINANCE NO. 18-14

**AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270,
“ZONING” OF THE BOROUGH CODE, TO CREATE THE ALLENDALE CORPORATE CENTER
INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-3**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale as follows:

Section 1. Article XXXV “Allendale Corporate Center Inclusionary Overlay Residential District” Created.

That Article XXXV is hereby added to Chapter 270 to read as follows:

§ 270-193. Purpose and area of application.

To address its affordable housing unmet need obligation, the Borough shall implement an Inclusionary Overlay Zone Ordinance that creates a realistic opportunity for housing that is affordable to low- and moderate-income households on Block 702, Lot 14, also known as the Allendale Corporate Center. This Ordinance establishes the Allendale Corporate Center Inclusionary Overlay Zone – the MFRO-3 District— and permits the creation of multi-family development on the property identified above provided that such housing complies with a required 20% inclusionary set-aside requirement and with the requirements of this ordinance. This ordinance shall not take effect until such time that the site ceases to be used for warehousing, distribution, and any ancillary office use, or the site becomes available for residential development.

§ 270-194. Special Rules

- A. In any inclusionary development permitted by this ordinance, at least 20% of the residential units must be affordable to low- and moderate-income households. In the event that 20% of the total number of residential units does not result in a full integer, the developer (as defined in §81-2) shall refer to §81-3.C with regard to addressing the fractional unit.
 - (1) In any development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households
- B. Where this Ordinance contradicts §81-3 of the Borough’s Affordable Housing Ordinance, the effects and requirements of this Ordinance shall supersede the requirements of §81-3.

§ 270-195. Primary intended uses.

- A. Multi-family development, also known as apartments

§ 270-196. Accessory uses.

Permitted accessory uses shall be limited to those uses customarily incidental to the permitted principal uses in the district, including but not limited to clubhouses, pools, tennis courts and similar personal recreation facilities for the exclusive use of the residents and guests of the development, etc.

§ 270-197. Prohibited uses.

Any use other than the uses permitted by § 270-195 and §270-196 shall be prohibited.

§ 270-198. Lot, bulk and intensity of use regulations.

All buildings shall be subject to the following regulations:

- A. Maximum Density. The maximum density of housing units shall be twelve (12) units per acre.
- B. Principal building standards
 - (1) Maximum height of principal buildings. 35 feet in height or 3 stories.
 - (2) Minimum building setback to any property line or zone boundary shall be 50 feet
- C. Accessory buildings. Accessory buildings and structures shall comply with the following minimum setback requirements:
 - (1) Forty (40) feet from public streets; 20 feet from the traveled way of private internal streets, roadways, etc.
 - (2) Thirty (30) feet from all property lines other than public street right-of-way lines.
 - (3) Forty (40) feet from residential buildings located in the MFRO-3 District.
- D. Maximum impervious coverage by improvements. Not more than 60% of the tract area may be occupied by buildings, paved areas and other improvements.
- E. Building separation. There shall be a separation of at least 40 feet between adjacent multi-family buildings.
- F. Building scale. No building in the District shall exceed 150 feet in length.
- G. Recreation areas. At least 5% of the gross site area shall be set aside for casual recreational use, such as an open grassy area for games and other activities.
- H. Landscaping. Attractive landscape plantings shall be provided and maintained, and existing trees shall be retained wherever possible.
- I. Driveways. The right-of-way and pavement widths of all internal driveways shall be adequate in size and location to accommodate the maximum anticipated traffic and access of fire-fighting and police vehicles. Minimum paved width shall be 12 feet for a one-way driveway and 20 feet for a two-way driveway.
- J. Lighting. All exterior lighting shall be arranged so as to reflect the light away from all adjoining premises.
- K. Minimum buffer. There shall be provided a buffer along all property lines, other than along public streets, which adjoin any property zoned for residential purposes, regardless of whether the residential zone is developed for residential use or not. The buffer shall be designed to effectively screen the view of the MFRO-3 Zone property from such adjoining residential zone during all seasons.
 - (1) The buffer shall be at least 25 feet in depth.

- (2) No improvements shall be permitted within the buffer other than plantings, berms, walls, fences or a combination of the foregoing, and when determined necessary by the Joint Land Use Board utility structures, drainage pipes and related structures, etc., provided that such utility and drainage structures shall not reduce the effectiveness of the buffer.
- (3) In the event that berms, walls and fences are the primary method used for screening, plantings shall also be required within the buffer for aesthetic reasons, as determined by the Joint Land Use Board, as applicable. Plantings shall be provided between the tract boundary and any walls or fences used for buffers in order to improve the appearance of the wall or fence from outside the tract.
- (4) In the event that plantings are the primary method used for screening, the plantings shall include evergreen trees, with trees planted at a minimum height of six (6) feet at the time of planting. Additional plantings may be included or required, as determined by the Joint Land Use Board, as applicable. The precise type, quantity and spacing of plantings in the buffer shall be determined as part of any site plan review required by the Joint Land Use Board as necessary to achieve the intent of this subsection.
- (5) In the event that wetlands or other undevelopable areas exist in the location of a required buffer, and such areas do not provide an effective buffer in their natural state, plantings and/or berms and/or fencing, etc., sufficient to meet the intent of the buffer, as determined by the Joint Land Use Board shall be required to be provided outside of such undevelopable areas. The foregoing shall not be construed to require that such additional plantings, etc., have a minimum depth of 20 feet. The nature and extent of the buffer in such case shall be determined by the Joint Land Use Board based upon field conditions.

L. Building design.

- (1) Apartment-only buildings containing flats shall be designed as follows:
 - (a) In buildings containing apartment flats stacked one unit over the other, the units must be accessed via a common interior hallway with a single front and single rear door.
 - (b) Buildings containing apartment flats shall contain a minimum of two (2) and a maximum of sixteen (16) dwelling units.
- (2) No building façade shall exceed 150 feet in length.
- (3) All residential buildings shall provide a staggered front-wall building setback of at least five (5) feet for every two (2) units, so as to avoid a flat, continuous façade. For the purposes of regulating facade articulation pursuant to this section, stacked apartment flats shall constitute a single unit, so that multi-family buildings without townhouses appear similar to buildings with townhouses.

M. Parking. The amount and design of on-site parking shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.). In addition, the following provisions shall apply:

- (1) Parking areas shall not be located in the front yard between buildings and public streets. Individual building driveways shall not have direct access to a public street, but may have direct access to an internal street, roadway, etc.
- (2) Parking areas shall not be located between buildings and internal streets, roadways, etc.,

except that parking spaces in the individual driveways located in front of garage doors shall be permitted in such locations, and furthermore parking areas containing a single row (i.e., one side of the access aisle only) of up to 10 spaces shall be permitted in such locations.

- (3) Parking areas and driveways shall be set back at least five (5) feet from all property lines abutting a nonresidential zone, and at least 20 feet from all other property lines, except as may otherwise be required for buffers as set forth in § 270-198J.
 - (4) Parking areas shall be set back at least seven (7) feet from building walls, except parking spaces in driveways located in front of garage doors.
 - (5) Parking areas shall be set back at least 10 feet from the traveled way of internal streets, roadways, etc., except that parking spaces adjacent to the traveled way and which use the traveled way for direct access to the space shall be exempt from this requirement.
 - (6) Parking spaces and private driveways shall be paved in accordance with the requirements for the same in the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).
- B. Lighting. All exterior lighting shall be arranged to direct light away from all adjoining premises.
- (1) Unless specifically approved as part of a submitted site plan development application by the applicable approving board, no lighting shall be attached to the roof of a building.
 - (2) Any lighting within a building shall be of an intensity and shall be designed and focused to eliminate, to the maximum extent practicable, any emission of lighting outside of the building; all lighting outside of a building shall be provided via lighting fixtures approved by the applicable approving board, as part of an approval for a submitted site plan development application. The applicant is required to submit a lighting plan indicating the location of the lighting fixtures, the direction of illumination, the wattage and isolux curves for each fixture, the hours of operation of the lighting and the details of the lighting poles and the luminaries, all in accordance with the following:
 1. The lighting is to be provided by fixtures with a mounting height not higher than 15 feet, measured from the ground level to the centerline of the light source;
 2. The lighting fixtures are to include non-glare lights with recessed lenses focused downward and with "cut-off" shields as appropriate in order to mitigate against adverse impacts upon adjacent and nearby properties, the safety of traffic along adjacent roadways and overhead sky glow;
 3. The light intensity provided at ground level shall be indicated in footcandles on the submitted plans and shall average not more than five-tenths footcandle throughout the area to be illuminated. The reviewing board may adjust these light levels where deemed appropriate to reduce the effects of the light levels on surrounding properties.

§ 270-200. Site plan review and approval.

Prior to the issuance of any construction permit, the Joint Land Use Board shall review and approve a final site plan for the entire project in accordance with the provisions of the Land Subdivision and Site Plan Ordinance and all other applicable ordinances of the Borough of Allendale.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, held on September 13, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Borough Council to be held in the meeting room of the municipal building, 500 West Crescent Avenue, in the Borough of Allendale on September 27, 2018 at 7:30 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

Anne Dodd, R.M.C. Clerk

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN**

ORDINANCE NO. 18-15

**AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270,
“ZONING” OF THE BOROUGH CODE, TO CREATE THE FRANKLIN TURNPIKE
INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-4**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale as follows:

Section 1. Article XXXVI “Franklin Turnpike Inclusionary Overlay Residential District” Created. That Article XXXVI is hereby added to Chapter 270 to read as follows:

§ 270-201. Purpose and area of application.

To address its affordable housing unmet need obligation, the Borough shall implement an Inclusionary Overlay Zone Ordinance that creates a realistic opportunity for housing that is affordable to low- and moderate-income households on Block 1803, Lot 1 also known as the Church of the Guardian Angel, at 320 Franklin Turnpike. This Ordinance establishes the Franklin Turnpike Inclusionary Overlay Zone – the MFRO-4 District, and permits the creation of townhouse and multi-family housing on the property identified above provided that such housing complies with a required 20% inclusionary set-aside requirement and with the requirements of this ordinance. The Ordinance will not take effect unless the church use ceases, or portions of the property become released for residential development. In such an event, the church use may not be changed to any other non-residential use.

§ 270-202. Special Rules

- A. In any inclusionary development permitted by this ordinance, at least 20% of the residential units must be affordable to low- and moderate-income households. In the event that 20% of the total number of residential units does not result in a full integer, the developer / property owner shall refer to §81-3.C with regard to addressing the fractional unit.
 - (1) In any development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households
- B. Where this Ordinance contradicts §81-3 of the Borough’s Affordable Housing Ordinance, the effects and requirements of this Ordinance shall supersede the requirements of §81-3.

§ 270-203. Primary intended uses.

The following principal uses and structures shall be permitted in the MFRO-4 Zone District:

- A. Multi-family development, also known as apartments or flats
- B. Single-family attached dwellings, also known as townhouses

§ 270-204. Accessory uses.

Permitted accessory uses shall be limited to those uses customarily incidental to the uses permitted in this District, including but not limited to clubhouses, pools, tennis courts and similar personal recreation facilities for the exclusive use of the residents and guests of the development, etc.

§ 270-205. Prohibited uses.

Any use other than the uses permitted by §270-203 and §270-204 shall be prohibited.

§ 270-206. Lot, bulk and intensity of use regulations.

All buildings shall be subject to the following regulations:

- A. Maximum Density. Twelve (12) units per acre.
- B. Principal building standards
 - (1) Maximum height of principal buildings. 35 feet in height or 2 ½ stories.
 - (2) Minimum front yard from Franklin Turnpike. 35 feet
 - (3) Minimum front yard setback from interior driveways and roads: 20 feet from the traveled way of private internal streets, roadways, etc.
 - (4) Minimum side yard to interior driveways and roads: 10 feet
 - (5) Setback to residential zone districts: 50 feet
 - (6) Rear Yard setback: 25 feet
- C. Accessory building standards. Accessory buildings and structures shall comply with the following minimum setback requirements:
 - (1) Forty (40) feet from public streets; 20 feet from the traveled way of private internal driveways and roads.
 - (2) Thirty (30) feet from all property lines other than public street right-of-way lines.
 - (3) Forty (40) feet from residential buildings located in the MFRO-4 District.
- D. Maximum coverage by improvements. Not more than 65% of the tract area may be occupied by buildings, paved areas and other improvements. At least 35% of the tract area shall be landscaped or, in the case of wetlands, wetland transition areas, water bodies or other undevelopable areas, preserved in a natural condition.
- E. Minimum distance between buildings. The following minimum dimensions shall separate principal buildings:
 - (1) Front wall facing front wall: 60 feet.
 - (2) Front wall facing rear wall: 50 feet.

- (3) Front wall facing end/side wall: 35 feet.
- (4) End/side wall facing end/side wall: 25 feet.
- (5) End/side wall facing rear wall: 30 feet.
- (6) Rear wall facing rear wall: 50 feet.
- (7) In case of uncertainty as to the definition of "front," "rear," "end/side" wall or in case the angle of the walls facing each other make interpretation of the required setbacks uncertain, the more restrictive of possible interpretations shall apply.

F. Building design.

- (1) Apartment flat units may be located in buildings containing townhouse units. In such buildings containing more than six (6) total units, a minimum of 40% shall be townhouse units. In such buildings containing up to six (6) total units, a minimum of 33% shall be townhouse units. There shall not be more than six (6) buildings in the development combining apartment flats and townhouse units that contain six (6) or fewer total units.
- (2) Apartment-only buildings and buildings containing townhouses and apartment flats shall be designed in a manner that does not distinguish between the exterior design and appearance of apartment and townhouse units.
 - (a) In buildings containing apartment flats and townhouses, apartment flats must be incorporated into the building in a manner consistent with overall architectural theme of the building and shall emulate the facade design and treatment of the townhouse units in order to create the exterior appearance of a townhouse unit. If apartment flats are stacked one unit over the other, the units must be accessed via a common interior hallway with a single front and single rear door.
 - (b) Buildings containing apartment flats with or without attached townhouses shall contain a minimum of two (2) and a maximum of twelve (12) dwelling units.
- (3) Buildings containing all townhouse units shall contain a minimum of two (2) and a maximum of six (6) dwelling units.
- (4) No building façade shall exceed 150 feet in length.
- (5) All residential buildings shall provide a staggered front-wall building setback of at least five (5) feet for every two (2) units, so as to avoid a flat, continuous façade. Additionally, each unit shall have not fewer than two (2) walls with window exposure. For the purposes of regulating facade articulation pursuant to this section, stacked apartment flats shall constitute a single unit, so that multi-family buildings without townhouses appear similar to buildings with townhouses.

G. Buffer standards.

- (1) Minimum buffer from residential zones: 25 feet
- (2) No improvements shall be permitted within the buffer other than plantings, berms, walls, fences or a combination of the foregoing, and when determined necessary by the Joint Land Use Board utility structures, drainage pipes and related structures, etc., provided that such utility and drainage structures shall not reduce the effectiveness of the buffer.

- (3) In the event that berms, walls and fences are the primary method used for screening, plantings shall also be required within the buffer for aesthetic reasons, as determined by the Joint Land Use Board, as applicable. Plantings shall be provided between the tract boundary and any walls or fences used for buffers in order to improve the appearance of the wall or fence from outside the tract.
 - (4) In the event that plantings are the primary method used for screening, the plantings shall include evergreen shrubs or trees at least six feet high at the time of planting. Additional plantings may be included or required, as determined by the Joint Land Use Board, as applicable. The precise type, quantity and spacing of plantings in the buffer shall be determined as part of any site plan review required by the Joint Land Use Board as necessary to achieve the intent of this subsection.
 - (5) In the event that wetlands or other undevelopable areas exist in the location of a required buffer, and such areas do not provide an effective buffer in their natural state, plantings and/or berms and/or fencing, etc., sufficient to meet the intent of the buffer, as determined by the Joint Land Use Board shall be required to be provided outside of such undevelopable areas. The foregoing shall not be construed to require that such additional plantings, etc., have a minimum depth as prescribed herein. The nature and extent of the buffer in such case shall be determined by the Joint Land Use Board based upon field conditions.
- H. Parking. The amount and design of on-site parking shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.). In addition, the following provisions shall apply:
- (1) Parking areas shall not be located in the front yard between townhouse or apartment buildings and public streets. Individual driveways serving townhouses or apartment housing units shall not have direct access to a public street, but may have direct access to an internal street, roadway, etc.
 - (2) Parking areas shall not be located between townhouse or apartment buildings and internal streets, roadways, etc., except that parking spaces in the individual driveways for townhouse and apartment units located in front of garage doors shall be permitted in such locations, and furthermore parking areas containing a single row (i.e., one side of the access aisle only) of up to 10 spaces shall be permitted in such locations.
 - (3) Parking areas and driveways shall be set back at least five feet from all property lines abutting a nonresidential zone, and at least 20 feet from all other property lines, except as may otherwise be required for buffers as set forth in § 270-207E.
 - (4) Parking areas shall be set back at least seven feet from building walls, except parking spaces in driveways located in front of garage doors.
 - (5) Parking areas shall be set back at least 10 feet from the traveled way of internal streets, roadways, etc., except that parking spaces adjacent to the traveled way and which use the traveled way for direct access to the space shall be exempt from this requirement.
 - (6) Parking spaces and private driveways shall be paved in accordance with the requirements for the same in the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

- I. Lighting. All exterior lighting shall be arranged to direct light away from all adjoining premises.
 - (1) Unless specifically approved as part of a submitted site plan development application by the applicable approving board, no lighting shall be attached to the roof of a building.
 - (2) Any lighting within a building shall be of an intensity and shall be designed and focused to eliminate, to the maximum extent practicable, any emission of lighting outside of the building; all lighting outside of a building shall be provided via lighting fixtures approved by the applicable approving board, as part of an approval for a submitted site plan development application. The applicant is required to submit a lighting plan indicating the location of the lighting fixtures, the direction of illumination, the wattage and isolux curves for each fixture, the hours of operation of the lighting and the details of the lighting poles and the luminaries, all in accordance with the following:
 - (a) The lighting is to be provided by fixtures with a mounting height not higher than 15 feet, measured from the ground level to the centerline of the light source;
 - (b) The lighting fixtures are to include non-glare lights with recessed lenses focused downward and with "cut-off" shields as appropriate to mitigate against adverse impacts upon adjacent and nearby properties, the safety of traffic along adjacent roadways and overhead sky glow;
 - (c) The light intensity provided at ground level shall be indicated in footcandles on the submitted plans and shall average not more than five-tenths footcandle throughout the area to be illuminated. The reviewing board may adjust these light levels where deemed appropriate to reduce the effects of the light levels on surrounding properties.

§ 270-208. Site plan review and approval.

Prior to the issuance of any construction permit, the Joint Land Use Board shall review and approve a final site plan for the entire project in accordance with the provisions of the Land Subdivision and Site Plan Ordinance and all other applicable ordinances of the Borough of Allendale.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, held on _____, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Borough Council to be held in the meeting room of the municipal building, 500 West Crescent Avenue, in the Borough of Allendale on _____, 2018 at 7:30 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's

Office to the members of the general public who shall request the same.

Anne Dodd, R.M.C. Clerk

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN**

ORDINANCE NO. 18-16

**AN ORDINANCE OF THE BOROUGH OF ALLENDALE TO AMEND CHAPTER 270,
"ZONING" OF THE BOROUGH CODE, TO CREATE THE RAMSEY GOLF COURSE
INCLUSIONARY OVERLAY RESIDENTIAL ZONE DISTRICT, ALSO KNOWN AS MFRO-2**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale as follows:

Section 1. Article XXXIV "Ramsey Golf Course Inclusionary Overlay Residential District" Created. That Article XXXIV is hereby added to Chapter 270 to read as follows:

§ 270-195. Purpose and area of application.

To address its affordable housing unmet need obligation, the Borough shall implement an Inclusionary Overlay Zone Ordinance that creates a realistic opportunity for housing that is affordable to low- and moderate-income households in the portion of the Ramsey Country Club and Golf Course located within the Borough of Allendale, also known as Block 301, Lot 37, and Block 406, Lot 21.01. This Ordinance establishes the Ramsey Golf Course Inclusionary Overlay Zone – the MFRO-2 District –and permits multi-family and townhouse development on the properties identified above provided that such housing complies with a required 20% inclusionary set-aside requirement and with the requirements of this ordinance. This Ordinance shall not take effect unless the golf course / country club use ceases, or portions thereof located within the Borough become released for residential development. In such an event, the golf course / country club use may not be changed to any other non-residential use.

§ 270-196. Special Rules

- A. In any inclusionary development permitted by this ordinance, at least 20% of the residential units must be affordable to low- and moderate-income households. In the event that 20% of the total number of residential units does not result in a full integer, the developer (as defined in §81-2) shall refer to §81-3.C with regard to addressing the fractional unit.
 - (1) In any development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households
- B. Where this Ordinance contradicts §81-3 of the Borough's Affordable Housing Ordinance, the effects and requirements of this Ordinance shall supersede the requirements of §81-3.

§ 270-197. Primary intended uses.

The following principal uses and structures shall be permitted in the MFRO-2 Zone District:

- A. Single-family attached dwellings, also known as "townhouses."
- B. Multi-family buildings, also known as apartment buildings.

- C. Apartments located in the same building with townhouse dwellings.

§ 270-198. Accessory uses.

Permitted accessory uses shall be limited to those uses customarily incidental to the permitted principal uses in the district, and in the case of townhouses and apartments, including but not limited to clubhouses, pools, tennis courts and similar personal recreation facilities for the exclusive use of the residents and guests of the development, etc.

§ 270-199. Prohibited uses.

Any use other than the uses permitted by § 270-187 and §270-188 shall be prohibited.

§ 270-200. Lot, bulk and intensity of use regulations.

- A. The maximum density of any development in the MFRO-2 District shall not exceed ten (10) units per acre.
- B. All residential buildings in the MFRO-2 District shall be subject to the following regulations:
 - (1) Minimum front yard. There shall be provided a front yard abutting all public streets at least 40 feet in depth, measured perpendicular to the street right-of-way line. Principal buildings shall be located at least 20 feet from the traveled way of private internal streets, roadways, etc.
 - (2) Minimum side and rear yards. There shall be provided yards at least 30 feet in depth adjacent to all property lines, except for front yards as set forth in Subsection C above.
 - (3) Maximum height of principal buildings. No building shall exceed 35 feet in height or 2 1/2 stories. For purposes of administering this provision, "one-half-story" shall mean the top floor of a building directly beneath a sloping roof, such that the habitable floor area is not more than 1/2 of the habitable floor area of the story below.
 - (4) Accessory buildings. Accessory buildings and structures shall comply with the following minimum setback requirements:
 - (a) Forty feet from public streets; 20 feet from the traveled way of private internal streets, roadways, etc.
 - (b) Thirty feet from all property lines other than public street right-of-way lines.
 - (c) Forty feet from residential buildings located in the MFRO-2 District.
- C. Maximum impervious coverage by improvements. Not more than 60% of the tract area may be occupied by buildings, paved areas and other improvements. At least 40% of the tract area shall be landscaped or, in the case of wetlands, wetland transition areas, water bodies or other undevelopable areas, preserved in a natural condition.

- D. Minimum buffer. There shall be provided a buffer along all property lines, other than along public streets, which adjoin any property zoned for residential purposes, regardless of whether the residential zone is developed for residential use or not. The buffer shall be designed to effectively screen the view of the MFRO-2 Zone property from such adjoining residential zone during all seasons.
- (1) The buffer shall be at least 20 feet in depth in front yards and 25 feet in depth for side or rear yards of a tract.
 - (2) No improvements shall be permitted within the buffer other than plantings, berms, walls, fences or a combination of the foregoing, and when determined necessary by the Joint Land Use Board utility structures, drainage pipes and related structures, etc., provided that such utility and drainage structures shall not reduce the effectiveness of the buffer.
 - (3) In the event that berms, walls and fences are the primary method used for screening, plantings shall also be required within the buffer for aesthetic reasons, as determined by the Joint Land Use Board, as applicable. Plantings shall be provided between the tract boundary and any walls or fences used for buffers in order to improve the appearance of the wall or fence from outside the tract.
 - (4) In the event that plantings are the primary method used for screening, the plantings shall include evergreen trees at least six (6) feet in height at the time of planting. Additional plantings may be included or required, as determined by the Joint Land Use Board as applicable. The precise type, quantity and spacing of plantings in the buffer shall be determined as part of any site plan review required by the Joint Land Use Board as necessary to achieve the intent of this subsection.
 - (5) In the event that wetlands or other undevelopable areas exist in the location of a required buffer, and such areas do not provide an effective buffer in their natural state, plantings and/or berms and/or fencing, etc., sufficient to meet the intent of the buffer, as determined by the Joint Land Use Board shall be required to be provided outside of such undevelopable areas. The foregoing shall not be construed to require that such additional plantings, etc., have a minimum depth as required herein. The nature and extent of the buffer in such case shall be determined by the Joint Land Use Board based upon field conditions.

§ 270-201. Other requirements.

- A. Minimum distance between buildings. The following minimum dimensions shall separate principal buildings:
- (1) Front wall facing front wall: 60 feet.
 - (2) Front wall facing rear wall: 50 feet.
 - (3) Front wall facing end/side wall: 35 feet.
 - (4) End/side wall facing end/side wall: 25 feet.
 - (5) End/side wall facing rear wall: 30 feet.
 - (6) Rear wall facing rear wall: 50 feet.

- (7) In case of uncertainty as to the definition of "front," "rear," "end/side" wall or in case the angle of the walls facing each other make interpretation of the required setbacks uncertain, the more restrictive of possible interpretations shall apply.

B. Building design.

- (1) Apartment flat units may be located in buildings containing townhouse units. In such buildings containing more than six (6) total units, a minimum of 40% shall be townhouse units. In such buildings containing up to six (6) total units, a minimum of 33% shall be townhouse units. There shall not be more than six (6) buildings in the development combining apartment flats and townhouse units that contain six (6) or fewer total units.
- (2) Apartment-only buildings and buildings containing townhouses and apartment flats shall be designed in a manner that does not distinguish between the exterior design and appearance of apartment and townhouse units.
 - (a) In buildings containing apartment flats and townhouses, apartment flats must be incorporated into the building in a manner consistent with overall architectural theme of the building and shall emulate the facade design and treatment of the townhouse units in order to create the exterior appearance of a townhouse unit. If apartment flats are stacked one unit over the other, the units must be accessed via a common interior hallway with a single front and single rear door.
 - (b) Buildings containing apartment flats with or without attached townhouses shall contain a minimum of two (2) and a maximum of twelve (12) dwelling units.
- (3) Buildings containing all townhouse units shall contain a minimum of two (2) and a maximum of six (6) dwelling units.
- (4) No building façade shall exceed 150 feet in length.
- (5) All residential buildings shall provide a staggered front-wall building setback of at least five (5) feet for every two (2) units, so as to avoid a flat, continuous façade. Additionally, each unit shall have not fewer than two (2) walls with window exposure. For the purposes of regulating facade articulation pursuant to this section, stacked apartment flats shall constitute a single unit, so that multi-family buildings without townhouses appear similar to buildings with townhouses.

C. Landscaping.

- (1) Attractive landscape plantings shall be provided and maintained.
- (2) Existing trees shall be retained wherever possible. Removal and preservation of trees shall comply with all applicable regulations of the Borough of Allendale and any other entity having jurisdiction.
- (3) Shade trees shall be provided along both sides of roadways at a ratio of at least one (1) tree for each 30 feet of roadway center line length (one (1) tree for each 60 feet on each side). All shade trees shall be at least three (3) inches in caliper at the time of planting.
- (4) Shade trees and shrubs shall be provided within and/or around the perimeter of parking areas, except driveway parking. Shade trees shall be provided at a ratio of at least one (1)

tree for each 10 parking spaces.

- D. Access and circulation. The design of access and circulation improvements serving development within the MFRO-2 District shall be in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.), and shall minimize detrimental impacts to area streets and residential neighborhoods. The following additional provisions shall apply:
- (1) Location of access. Any development in the MFRO-2 District shall provide two means of access; one at Canterbury Drive in Ramsey Borough and one at Ethel Avenue in Allendale Borough. If feasible, access to Heights Road should be considered. Traffic controls and limitations as to vehicular ingress and egress at such locations will be determined by the Joint Land Use Board during the course of its site plan review, as provided by the Municipal Land Use Law, local ordinances and applicable law. The Board may require traffic studies, as it deems appropriate, in order to address issues relating to traffic safety and the distribution and impact of traffic. The site's internal circulation design shall incorporate measures designed to prevent through traffic by nonresidents.
 - (2) Private streets. Private streets, roadways and other means of access shall be designed to comply with all applicable laws, statutes, rules and regulations.
- E. Parking. The amount and design of on-site parking shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.). In addition, the following provisions shall apply:
- (1) Parking areas shall not be located in the front yard between townhouse or apartment buildings and public streets. Individual driveways serving townhouses or apartment housing units shall not have direct access to a public street, but may have direct access to an internal street, roadway, etc.
 - (2) Parking areas shall not be located between townhouse or apartment buildings and internal streets, roadways, etc., except that parking spaces in the individual driveways located in front of garage doors shall be permitted in such locations. Furthermore, parking areas containing a single row (i.e. one side of the access aisle only) of up to 10 spaces shall be permitted in such locations.
 - (3) Parking areas and driveways shall be set back at least five (5) feet from all property lines abutting a nonresidential zone, and at least 20 feet from all other property lines, except as may otherwise be required for buffers as set forth in § 270-190E.
 - (4) Parking areas shall be set back at least seven (7) feet from building walls, except parking spaces in driveways located in front of garage doors.
 - (5) Parking areas shall be set back at least 10 feet from the traveled way of internal streets, roadways, etc., except that parking spaces adjacent to the traveled way and which use the traveled way for direct access to the space shall be exempt from this requirement.
 - (6) Parking spaces and private driveways shall be paved in accordance with the requirements for the same in the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).
- F. Lighting. All exterior lighting shall be arranged to direct light away from all adjoining premises.
- (1) Unless specifically approved as part of a submitted site plan development application by the applicable approving board, no lighting shall be attached to the roof of a building.

- (2) Any lighting within a building shall be of an intensity and shall be designed and focused to eliminate, to the maximum extent practicable, any emission of lighting outside of the building; all lighting outside of a building shall be provided via lighting fixtures approved by the applicable approving board, as part of an approval for a submitted site plan development application. The applicant is required to submit a lighting plan indicating the location of the lighting fixtures, the direction of illumination, the wattage and isolux curves for each fixture, the hours of operation of the lighting and the details of the lighting poles and the luminaries, all in accordance with the following:
- (a) The lighting is to be provided by fixtures with a mounting height not higher than 15 feet, measured from the ground level to the centerline of the light source;
 - (b) The lighting fixtures are to include non-glare lights with recessed lenses focused downward and with "cut-off" shields as appropriate in order to mitigate against adverse impacts upon adjacent and nearby properties, the safety of traffic along adjacent roadways and overhead sky glow;
 - (c) The light intensity provided at ground level shall be indicated in footcandles on the submitted plans and shall average not more than five-tenths footcandle throughout the area to be illuminated. The reviewing board may adjust these light levels where deemed appropriate to reduce the effects of the light levels on surrounding properties.

§ 270-202. Review Requirements

Prior to the issuance of any construction permit, the Joint Land Use Board as applicable, shall review and approve a final site plan for the entire project in accordance with the provisions of the Land Subdivision and Site Plan Ordinance and all other applicable ordinances of the Borough of Allendale.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, held on _____, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Borough Council to be held in the meeting room of the municipal building, 500 West Crescent Avenue, in the Borough of Allendale on _____, 2018 at 7:30 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

Anne Dodd, R.M.C. Clerk

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE 18-18

**AN ORDINANCE TO SUPPLEMENT CHAPTER 194 ENTITLED “PEDDLING
AND SOLICITING” OF THE CODE OF THE BOROUGH OF ALLENDALE SO
AS TO CREATE A “NO-KNOCK” REGISTRY AND PROHIBIT THE PEDDLING
AND SOLICITATION OF PREMISES WHOSE OWNERS OR OCCUPANTS
HAVE REQUESTED ENLISTMENT ON SUCH REGISTRY**

WHEREAS, this Body considers the right of its residents to be free from unwanted and/or undesirable peddling and solicitations at their residences integral to the general welfare of the Borough residents.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Allendale in the County of Bergen and State of New Jersey that Chapter 194 entitled “Peddling and Soliciting”, of the Code of the Borough of Allendale be and is hereby amended and supplemented so as to further provide the following as Article III to said Chapter:

ARTICLE III – NO-KNOCK REGISTRY

§194-23 No-Knock Registry

- A. The Borough Clerk shall prepare a list of addresses of those premises where the owner and/or occupant has notified the Clerk that soliciting, canvassing, peddling, itinerant vending, and door-to-door sales enterprises are not permitted on the premises (hereinafter referred to as the “Borough of Allendale No-Knock Registry”). Such notification to the Clerk shall be made by completion of a form available at the Borough Clerk’s office during normal business hours. The list shall be updated monthly.
- B. Any owner and/or occupant who has requested enlistment on the Borough of Allendale No-Knock Registry pursuant to Subsection A herein shall be able to procure from the Clerk’s office a sticker for display at his/her/its premises indicating enlistment on the Borough of Allendale No-Knock Registry. The first sticker shall be provided free of charge and may be picked up in person during regular business hours. If a replacement sticker is required, the individual may pick up a replacement at the Clerk’s office at no charge.

- C. The Borough Clerk shall distribute to the Allendale Chief of Police the current Borough of Allendale No-Knock Registry on a monthly basis. The Allendale Police Department will provide the list to a licensee at the time of issuance of a license to solicit, peddle, canvass, itinerant vendor otherwise door-to-door sell, pursuant to the provisions of this chapter. The licensee shall not solicit, peddle, canvass, itinerant vend or conduct door-to-door sales at any premises identified on the then-current Borough of Allendale No-Knock Registry.
- D. Although the most current list of registrants on the Borough of Allendale No-Knock Registry shall be provided by the Allendale Police Department, it is the responsibility of the canvasser, peddler, itinerant vendor, or solicitor to have the most up-to-date list prior to performing their business.
- E. Any solicitor, canvasser, peddler, itinerant vendor, or owner or employee of a door-to-door sales enterprise who violates any provision of this section, if convicted, shall be:
 - (1) Subject to a maximum ordinance violation fine of \$1,250 for the first offense;
 - (2) Subject to 90 days in the county jail or in any place provided by the municipality for the detention of prisoners, for any term not exceeding 90 days for any offense thereafter; and
 - (3) Subject to a permanent revocation of any license issued under the within chapter.
- F. As used in this Article, the terms “Solicitor”, “Solicit” and “Solicitation” shall have the meanings indicated in Borough Code §194-12.

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 194 of the Borough Code shall remain in full force and effect as previously adopted.

All parts of Ordinances inconsistent with this Ordinance are hereby repealed as to such inconsistent parts and this Ordinance shall take effect after publication and passage in the manner provided by law. If any section, subsection, paragraph, sentence, clause or word of this Ordinance shall be adjudged invalid by a Court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Ordinance it being intended that all such portions be severable in such event.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| White | | | | | | |

I hereby certify the above to
be a true copy of an Ordinance
adopted by the **Governing Body**
of the Borough of Allendale on
_____, 2018

Mayor Elizabeth White

Anne Dodd, RMC
Municipal Clerk

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE 18-19

**AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE
THE CODE OF THE BOROUGH OF ALLENDALE,
VEHICLES AND TRAFFIC, CHAPTER 252-7**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that §252-7 of Chapter 252 of the Code of the Borough of Allendale, be and hereby is amended, supplemented and revised to add the following provision to said Chapter:

F. It shall be unlawful to park any vehicle between the hours of 2:00 p.m. and 4:00 p.m. from September 1 to June 30 upon any of the following public streets in the Borough of Allendale.

| Name of Street | Side | Day of Week | Location |
|-----------------------|-------------|-----------------------|---|
| E. Elbrook Drive | North | Monday through Friday | Beginning 270 feet east of the westerly terminus of E. Elbrook Drive to a point 340 feet east of the westerly terminus of E. Elbrook Drive. |

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 252 shall remain in full force and effect as previously adopted.

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE 18-20

**AN ORDINANCE TO SUPPLEMENT §270-26 ENTITLED “PROHIBITED USES
WITHIN THE BOROUGH” OF CHAPTER 270 ENTITLED “ZONING” OF
THE CODE OF THE BOROUGH OF ALLENDALE SO AS TO PROHIBIT
THE USE OF ANY PREMISES IN ANY ZONING DISTRICT OF THE
BOROUGH OF ALLENDALE FOR THE SALE OF MARIJUANA OR
MARIJUANA SUBSTITUTES EXCEPT FOR THE SALE OF
PRESCRIBED MEDICAL MARIJUANA UPON CERTAIN PREMISES**

WHEREAS, the Legislature of the State of New Jersey has under consideration the legalization of the distribution, sale and consumption of marijuana within the State, and

WHEREAS, this Body considers the operation of premises for the unlimited sale of marijuana within the Borough of Allendale (the “Borough”) to be detrimental to the general health and welfare of the Borough and inimical to the current zoning of this Borough.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Allendale in the County of Bergen and State of New Jersey that §270-26 entitled “Prohibited Use Within the Borough” of Chapter 270 entitled “Zoning”, of the Code of the Borough of Allendale be and is hereby supplemented so as to further provide the following:

- M (1) Except as set forth hereinbelow, any land, premises or building used for the sale or distribution of marijuana, which includes retail and wholesale marijuana stores, retail and wholesale marijuana cultivation facilities, retail and wholesale marijuana products manufacturing facilities, retail and wholesale marijuana testing facilities, and the operation of retail and wholesale marijuana social clubs. All activities related to the abovementioned retail and wholesale uses, such as, but not limited to, cultivation, possession, extraction, manufacturing, processing, storing, laboratory testing, labeling, transporting, delivering, dispensing, transferring and distributing, are expressly prohibited within the Borough, except for such land, premises or buildings located within the E Industrial Zone District on the EM Mixed Industrial and Low – and Moderate – Income Multiple – Dwelling Zone District engaged regularly in the sale or dispensing of medical

marijuana pursuant to the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. 24:6I-1, et seq.

- (2) Violations and penalties. The maximum penalty for violation of any provision of this subsection shall, upon conviction, be a fine not exceeding \$2,000 or imprisonment for a term not exceeding 90 days or a period of community service not exceeding 90 days, at the discretion of the Municipal Court Judge.

BE IT FURTHER ORDAINED, that, except as modified herein, all other provisions of Chapter 270 of the Borough Code shall remain in full force and effect as previously adopted.

All parts of Ordinances inconsistent with this Ordinance are hereby repealed as to such inconsistent parts and this Ordinance shall take effect after publication and passage in the manner provided by law. If any section, subsection, paragraph, sentence, clause or word of this Ordinance shall be adjudged invalid by a Court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Ordinance it being intended that all such portions be severable in such event.

BOROUGH OF ALLENDALE

PUBLIC NOTICE

ORDINANCE 18-21 – AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, “OFFICERS AND EMPLOYEES”, TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2018.

was introduced at a regular meeting of the Mayor and Council of the Borough of Allendale, in the County of Bergen, New Jersey, held on Thursday, September 27, 2018 and will be further considered for final passage after public hearing at a regular meeting of the Mayor and Council to be held in the Council Chambers, Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey on Thursday, October 11, 2018 at 8:00 P.M. prevailing time, or as soon thereafter as the matter can be heard.

A clear and concise statement of this ordinance is to establish the salary ranges for the position of Assistant Fire Official in Chapter 53 of the Borough Code for the year 2018 as set forth in the ordinance.

A copy of this ordinance may be obtained without cost between the hours of 9:00 a.m. and 4:30 p.m. at the Office of the Municipal Clerk, 500 West Crescent Avenue, Allendale, New Jersey.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-223

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

List of Bills

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated September 27, 2018 in the amounts of:

| | |
|------------------------------|-----------------------|
| Current Fund | \$1,419,687.26 |
| Payroll Account | \$246,517.60 |
| General Capital | \$6,493.25 |
| Animal Fund | \$59.40 |
| Grant Fund | \$0.00 |
| COAH/Housing Trust | \$252.64 |
| Improvement & Beautification | \$600.00 |
| Unemployment Fund | \$0.00 |
| Trust Fund | \$7,211.50 |
| Water Operating | \$134,331.02 |
| Water Capital | \$9,966.32 |
| Total | \$1,825,118.99 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-224

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

A RESOLUTION TO AFFIRM THE BOROUGH OF ALLENDALE’S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of the Borough of Allendale to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the Borough of Allendale has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that:

Section 1: No official, employee, appointee or volunteer of the Borough of Allendale by whatever title known, or any entity that is in any way a part of the Borough of Allendale shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person’s constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough of Allendale’s business or using the facilities or property of the Borough of Allendale.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Allendale to provide services that otherwise could be performed by the Borough of Allendale.

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-224

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Governing Body shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Governing Body shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Allendale as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Governing Body shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Governing Body through the Administrative Officer shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Allendale. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Allendale's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Borough of Allendale in order for the public to be made aware of this policy and the Borough of Allendale's commitment to the implementation and enforcement of this policy.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-225

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

Water Overpayment

BE IT RESOLVED by the Council of the Borough of Allendale that the Water Collector is hereby authorized to issue the following refund check for an overpayment on the accounts listed below and charge same to Water Rents for 2018:

| Account Number | Name | Amount |
|-----------------------|----------------------------|---------------|
| 31109543432756 | Pearl Court Investors, LLC | \$42.47 |
| 31103602659450 | Pearl Court Investors, LLC | \$378.29 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-226

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, NEW JERSEY, DESIGNATING \$1,412,210 OF NOTES CONSISTING OF \$1,062,210 GENERAL BOND ANTICIPATION NOTES AND \$350,000 WATER UTILITY BOND ANTICIPATION NOTES, BOTH ISSUES DATED SEPTEMBER 26, 2018, PAYABLE SEPTEMBER 26, 2019, AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Allendale, in the County of Bergen, New Jersey (the "Borough") intends to issue \$1,412,210 of notes consisting of \$1,062,210 General Bond Anticipation Notes and \$350,000 Water Utility Bond Anticipation Notes, both issues dated September 26, 2018, payable September 26, 2019 (the "Notes"); and

WHEREAS, the Borough desires to designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Allendale, in the County of Bergen, New Jersey, as follows:

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-226

SECTION 1. The Notes are hereby designated as "qualified tax-exempt obligations" for the purpose of Section 265(b)(3) of the Code.

SECTION 2. It is hereby determined and stated that (1) said Notes are not "private activity bonds" as defined in the Code and (2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2018.

SECTION 3. It is further determined and stated that the Borough has, as of the date hereof, issued the following tax-exempt obligations (other than the Notes) during the calendar year 2018:

| <u>Amount</u> | <u>Dated - Due</u> |
|-----------------|--------------------|
| \$1,073,000 BAN | 1/26/18 - 1/25/19 |
| 4,285,000 BAN | 4/26/18 - 4/26/19 |

SECTION 4. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, said Borough does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 5. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-226

to the original purchaser of the Notes and to further provide such original purchaser with a certificate of obligations issued during the calendar year 2018 dated as of the date of delivery of the Notes.

SECTION 6. This resolution shall take effect immediately upon its adoption.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-227

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

OVERPAYMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following check on the property listed below and charge same to Overpayment of 2017 Taxes:

| Block/ Lot | Name | Property Location | Amount |
|-------------------|--|--------------------------|---------------|
| 905/19.1 | Corelogic Tax Collection Services LLC PO Box 9205 Coppell, TX 75019-9214 | 173 Myrtle Avenue | \$2,138.50 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-228

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

TRANSFER OF OVERPAYMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to transfer the following overpayment listed below from Overpayment of 2018 Taxes to Taxes Receivable for 2019:

| Block/ Lot | Name | Property Location | Amount |
|--------------|-----------------------------|----------------------|-------------------|
| 303/3 | Myers, Garry & Rose Mary | 73 Bonnie Way | \$421.94 |
| 508/3 | Lowry, Mark | 76 Knollton Road | \$224.36 |
| 511/5.23 | Nisch, Kenneth & Kathryn | 5 Sawyer Court | \$883.06 |
| 702/4 C0019 | Kluger, Steven | 19 Rio Vista Drive | \$97.39 |
| 702/7 | Smeal, Gary & Margaret | 303 E Allendale Ave | \$51.26 |
| 1102/15.06 | Kluger, Steven & Laurie | 13 Stoney Ridge Road | \$231.62 |
| 1203/9.01 | Tiwary, Sanjay & Urvashi | 119 Valley Road | \$54.74 |
| 1204/2 | Vass, Dior | 186 Forest Road | \$12.49 |
| 1301/13 | Larossa, Ralph | 366 Paul Avenue | \$116.09 |
| 1302/7 | Frees, Walter & Eileen | 465 Mark Road | \$455.08 |
| 1503.01/1 | Byrnes, James & Barbara | 275 Brookside Avenue | \$8.47 |
| 1701/27 | Cassidy, Ernest & Andrea | 143 W Orchard Street | \$328.93 |
| 1809/15 | Gulick, Robert & Susan | 509 Franklin Tpke | \$33.06 |
| 2201/16 | Sugerman, Barbara | 8 Cambridge Drive | \$224.57 |
| 2201.01/7 | Iannaccone, Raymond & Diana | 25 Oakwood Road | \$20.98 |
| 2202/8 | Zenzius, August & Maria | 17 Cambridge Drive | \$4.81 |
| TOTAL | | | \$3,168.85 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-229

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

VETERAN DEDUCTION

BE IT RESOLVED, by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to reduce the 2018 tax levy due to a Veteran Deduction as follows: follows:

904/2

McGill, Thomas

\$ 250.00

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-230

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

**Approval of Shared Services Agreement
As-Needed Vehicle Maintenance**

Whereas, the Borough of Allendale (“Borough”) may, at times, have the need of maintenance and repair services for its vehicles; and

Whereas, the County of Bergen (“County”) has the personnel and equipment necessary to provide vehicle and repair services for the Borough; and

Whereas, the Borough wishes to enter into an agreement with the County whereby the County would provide to the Borough vehicle maintenance and repair services on an as-needed basis to supplement services provided by Borough personnel or vendor(s); and

Whereas, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

Whereas, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction as set forth in N.J.S.A. 40A:65-7(4); and

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the contract between the Borough of Allendale and Bergen County, and

Be It Further Resolved, that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract attached hereto and made part thereof.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

FOR:

**THE PROVISION BY THE COUNTY OF BERGEN OF
VEHICLE MAINTENANCE AND REPAIR SERVICES
ON AN AS-NEEDED BASIS**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. _____
Approved by _____ Resolution No. _____

DATE: _____, 2018

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

**SHARED SERVICES AGREEMENT
AS-NEEDED VEHICLE MAINTENANCE**

THIS AGREEMENT made this ___ day of _____, **2018**, by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as "COUNTY;" and

_____ a body politic and corporate of the State of New Jersey, with administrative offices located at _____, NJ _____ hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, MUNICIPALITY has need of maintenance and repair services for its vehicles; and

WHEREAS, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for MUNICIPALITY; and

WHEREAS, MUNICIPALITY wishes to enter into an agreement with COUNTY whereby COUNTY would provide to MUNICIPALITY vehicle maintenance and repair services on an as-needed basis to supplement services provided by MUNICIPALITY's personnel or vendor(s); and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, COUNTY and MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. “Category I Vehicle” means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. “Category II” Vehicle” means a vehicle with a GVW greater than 6,000 pounds up to 26,000 pounds.
- C. “Category III Vehicle” means a vehicle with a GVW in excess of 26,000 pounds.
- D. “Effective Date” means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and MUNICIPALITY authorizing entry into this Agreement.
- E. “Law” means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- F. “Shared Services Agreement” means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 et seq.

II. TERM.

- A. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one year, unless terminated sooner as provided in this agreement.
- B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

III. PROJECT DESCRIPTION.

COUNTY, through its Division of Mechanical Services, shall provide repair and maintenance services for vehicles owned by MUNICIPALITY on an as-needed basis. MUNICIPALITY does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

IV. RESPONSIBILITIES.

A. Bergen County's Responsibilities.

1. COUNTY shall provide labor, parts, personnel and equipment to provide the services requested by MUNICIPALITY pursuant to the terms of this Agreement.
2. COUNTY shall perform all services in accordance and in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.
4. All performance by the County shall be limited to the County's appropriation for same, and the County's budgetary restrictions.
5. All performance by the County shall be limited to the availability of the County's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by MUNICIPALITY during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by MUNICIPALITY for services under this Agreement.
6. While COUNTY may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform the services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

B. MUNICIPALITY's Responsibilities.

1. MUNICIPALITY shall provide COUNTY with an inventory of vehicles owned by MUNICIPALITY, intended to be repaired or maintained pursuant to this Agreement. MUNICIPALITY shall update this inventory whenever any vehicle is added or deleted.
2. MUNICIPALITY shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work. In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.

3. MUNICIPALITY shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
4. MUNICIPALITY shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by the COUNTY, and to authorize the COUNTY to proceed with each repair.

V. SERVICES AND COMPENSATION.

A. Upon request, COUNTY will provide the following services at the following rates:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
 - i. Under vehicle's own power: \$75 per hour
(\$75 minimum)
 - ii. Tow (Category I Vehicle): \$150 flat fee
 - iii. Tow (Category II Vehicle): \$175 flat fee
 - iv. Tow (Category III Vehicle): \$325 flat fee
3. If towing requested by MUNICIPALITY requires the COUNTY to utilize a private towing company, MUNICIPALITY shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's Shopkey repair information system produced by Snap-On, Inc.

C. COUNTY will provide MUNICIPALITY with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed as determined by the COUNTY's Shopkey repair information system. MUNICIPALITY's authorized representative shall authorize the COUNTY to proceed with the service in writing. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged at the County's cost, plus an administrative fee of 15%, which shall be applied to the total cost for parts to defray costs relating to overhead, billing,

hardware, software licenses, procurement, handling, stocking, and similar costs incurred by the COUNTY to provide the services set forth herein.

- E. Where additional labor or parts are required due to unforeseen circumstances, MUNICIPALITY agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. The COUNTY will notify MUNICIPALITY as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give MUNICIPALITY the choice whether to authorize the additional labor or parts.
- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify MUNICIPALITY, and provide MUNICIPALITY with the option to take back the vehicle and have it serviced elsewhere at MUNICIPALITY's expense. If MUNICIPALITY requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge MUNICIPALITY and MUNICIPALITY shall pay the actual cost borne by the COUNTY plus an administrative fee of 15%. MUNICIPALITY shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of MUNICIPALITY's vehicle to the vendor's garage.
- G. COUNTY shall bill MUNICIPALITY monthly for all services provided. MUNICIPALITY shall tender payment to COUNTY within sixty (60) days of receipt of invoice.

VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by MUNICIPALITY, perform regular preventive maintenance on MUNICIPALITY's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle and the terms of this Agreement.
- B. The first time the vehicle is brought in for service, the COUNTY will perform a comprehensive inspection to determine the vehicle's condition, and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to MUNICIPALITY specifying when each vehicle previously inspected by the COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by the County's fleet maintenance software.

- D. MUNICIPALITY shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.
- E. To request enrollment in the optional preventative maintenance program, MUNICIPALITY shall separately initial the space indicated on the signature page of this Agreement.
- F. The parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with MUNICIPALITY. Therefore COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify MUNICIPALITY of manufacturer recommended preventative maintenance or failure of MUNICIPALITY to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.
- G. Under this Agreement, it is anticipated that MUNICIPALITY will have its vehicles serviced by other mechanics or vendors. If MUNICIPALITY elects to enroll in this preventative maintenance program, MUNICIPALITY must notify COUNTY of any service or repair performed on MUNICIPALITY's vehicles by anyone other than COUNTY so that COUNTY may update COUNTY's fleet maintenance software. Without such updates, COUNTY will be unable to provide MUNICIPALITY with accurate maintenance recommendations.

VII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

- A. Each party agrees to defend, indemnify and hold the other party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying party.
- B. MUNICIPALITY acknowledges that, in the event of property damage to MUNICIPALITY-owned/leased vehicles while in the COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the NJ Tort Claim Act Title 59, inclusive of 59:9-2(e). MUNICIPALITY agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), MUNICIPALITY agrees to waive any claim for subrogation against the COUNTY.

IX. EMPLOYMENT RECONCILIATION.

- A. MUNICIPALITY has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from MUNICIPALITY to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY'S responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.

X. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to
MUNICIPALITY: _____

If to
COUNTY: Director, Division of Mechanical Services
Bergen County Department of Public Works
220 East Ridgewood Avenue
Paramus, NJ 07652

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

XI. TERMINATION.

- A. Notwithstanding any other term in this Agreement, COUNTY and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, MUNICIPALITY shall remove any vehicles owned by MUNICIPALITY from COUNTY's repair facility.
- C. MUNICIPALITY shall be responsible for payment for any labor performed and parts purchased on behalf of MUNICIPALITY prior to notice of termination.
- D. If COUNTY is the party terminating the Agreement, COUNTY shall be responsible for completing any pending repair of MUNICIPALITY's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
 - 1. COUNTY's reason for terminating the Agreement is nonpayment by MUNICIPALITY; or

2. MUNICIPALITY requests that COUNTY refrain from completing the pending repair(s).

XII. OTHER AGREEMENTS.

COUNTY and MUNICIPALITY reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

XIII. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other

agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

- G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

COUNTY OF BERGEN

By: _____
James J. Tedesco, III, County Executive, or
Julien X. Neals, Esq., Acting County Administrator

ATTEST:

[MUNICIPALITY]

By: _____

Printed: _____

Title: _____

By separately initialing here, MUNICIPALITY requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.

Initialed: _____

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-231

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

Appointment of Fire Official

Be It Resolved that Pierre Gauthier be and is hereby appointed by the Mayor and Council as Fire Official for the Borough of Allendale to fill the unexpired term of Ernest W. Cassidy, Jr. through December 31, 2018 for annual salary of \$4,716.00, prorated for 2018.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-232

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

Adoption of Personnel Policies and Procedures

WHEREAS, it is the policy of the Borough of Allendale to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Attorney General's guidelines with respect to Police Department personnel matters, the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Mayor and Council has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Personnel Policies and Procedures Manual is hereby adopted.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Borough of Allendale officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by Borough of Allendale employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor and Council.

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Borough of Allendale shall operate under the legal doctrine known as "employment at will."

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-232

BE IT FURTHER RESOLVED that the Administration, Finance and HR Committee and all managerial/supervisory personnel are responsible for these employment practices. The Administrative Officer and the Municipal/Labor Attorney shall assist the Administration, Finance and HR Committee in the implementation of the policies and procedures in the manual.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

DRAFT

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-233

| Council | Motion | Second | Yes | No | Abstain | Absent |
|--------------------|--------|--------|-----|----|---------|--------|
| Bernstein | | | | | | |
| Homan | | | | | | |
| O'Connell | | | | | | |
| Sasso | | | | | | |
| Strauch | | | | | | |
| Wilczynski | | | | | | |
| Mayor White | --- | --- | | | | |

Approval of Flu Program

Whereas, there is a need for a flu program in the Borough of Allendale, and

Whereas, the County of Bergen will provide this program under the Department of Health Services, and

Whereas, the County of Bergen provides flu vaccine at a cost of \$175.00 per ten dose vial, and

Whereas, the Allendale Board of Health has a need for five (5) vials of flu vaccine, and

Whereas, the Chief Financial Officer has certified that there are funds for this agreement;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approved the agreement between the Borough of Allendale and the County of Bergen for the flu vaccination program;

Be It Further Resolved that the Mayor is hereby authorized to sign said agreement.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk