



Mayor and Common Council Borough of Flemington

January 25, 2021

Online during COVID-19 Emergency

Work Session/New Business (7:00 PM)

Mayor Driver outlined the purpose of these work sessions/ new business sessions. She discussed the ordinance regarding donation bin licensing that is on tonight's agenda, and attempts to control the accumulation of items around these bins. She said Council will also be eyeing amendments to the Borough's dumping ordinance. The new property maintenance official, Mr. Giuliani, has been doing a great job addressing some issues in the Borough.

There's also a resolution on tonight's agenda to solicit bids for a new garbage contract. The Borough can't afford to keep doing garbage as it's been done in the past. The volume of trash collected in the Borough is amazing. They're looking at options and will be consulting other towns, but contract prices are doubling for garbage collection in other towns.

Ms. Giles-McCormick and Mr. Runion commented on the garbage situation. Ms. Giles-McCormick noted the Borough gets charged for tonnage. Mr. Runion asked about how an automated truck would work with on-street parking. He also suggested educating residents about what can and cannot be recycled. Mayor Driver also discussed the possibility of using shared drives for commission documents and making record-keeping as electronic as possible. Mr. Runion expressed concern about potential violations of the Open Public Meetings Act, and whether people working on a shared document would represent a quorum. Attorney Cushing said there are some potential problems, but documents that are advisory, consultative or deliberative are exempt from Open Public Records Act production. He noted laws lag behind technology, and the issues would have to be examined.

Mr. Johnston and Ms. Tilly arrived at the end of this session.

Regular Meeting (7:30 PM)

This meeting is being held in conformance with the Open Public Meetings Act.

Flag Salute

Roll Call:

Attendee Name	Title	Status	Arrived
Caitlin Giles-McCormick	Council President	Present	
Jessica Hand	Council Member	Present	
Malik Johnston	Council Member	Present	7:20 PM
Jeremy Long	Council Vice President	Present	
Christopher Runion	Council Member	Present	

Kimberly Tilly	Council Member	Present	7:18 PM
Betsy Driver	Mayor	Present	

I. OEM Report

Cpl. McNally said they're getting ready for a winter storm. Borough roads have been treated with brine, so that should help.

Regarding COVID-19, there have been 21 new cases in the last 7 days. Vaccine appointments are available to people categorized as 1A, and those in 1B that have health conditions. The HC Health Dept. is only getting the Moderna vaccine. The distribution center at the Route 12 complex is ready for Monday through Friday service once vaccines are readily available. There's a new toll-free vaccine hotline seniors can call for vaccine help - 855-568-0545. He advised registering through Hunterdon County so you can get an appointment at the Route 12 location.

II. Report of Citizens' Working Group - Council Vice President Long and Council Member Hand

Mr. Long said the group's report is posted on the Borough's website; people can click through by topic to see the information gathered. The group met every other week from July to December with the Police Chief and some officers from the Borough's force. They discussed police practices, with a goal of strengthening community connections with the police and address questions. Ms. Hand said the group included people from different parts of town, and everyone was comfortable speaking freely without being put on the defensive. Council members asked for some specifics of topics discussed, and Mr. Long said they included the hiring of officers - the value of hiring local people that have been groomed- through the Explorers group, for example. They talked about mental health and resiliency for officers. Ms. Hand said symbolism was discussed - and how something can look very different to different people. Other topics included body cameras and minority representation.

III. Mayor's Report

Mayor Driver summarized topics discussed at the work session.

Last week she discussed with Sen. Tom Malinowski the status of COVID relief finances and how to help businesses, including reinstating the COVID time-off allowance that expired at the end of 2020 with the CARES bill.

144 Main St. - tanks there are being removed.

Global Ag - The committee is working on a redevelopment agreement. A resolution regarding a Beacon financial study is on tonight's agenda. For the Nilkanth Agway property, they're trying to clear up Conrail easements from when there were railroad tracks there.

Courthouse Square - Last week SHPO gave its last big OK on an archeological report. DIY has been sent notification that it will need to vacate the premises. The Planning Board is scheduling a completeness hearing on the Courthouse

Square application. She said the combined planning/zoning board is entitled to have 4 alternates rather than just 2, and she is appointing Trent Levitt, a Park Avenue resident, and Hannah Weitzman, a Mine Street resident, to alternate posts.

Budget workshops start next week. Some late items have come up for the agenda regarding Courthouse Square, due to the SHPO approval for the sale of 90-100 Main St.

She welcomed Richard Cushing, who is serving as interim Borough Attorney while Ms. St. Angelo is on maternity leave.

1. Motion To: **Amend the Agenda to Add Resolution 2021-52**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Jeremy Long, Council Vice President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Resolution 2021-52 was added to the start of the Regular agenda.

IV. Council Members' Reports

Council Member Runion

Environmental Commission - They met 1/19. Charles Pettebone is the vice chairman. At their next meeting they will review Sustainable Jersey action items to set priorities. They performed some site plan reviews of the Courthouse Square project and 91 Main St. They discussed using Goggle Drive to share documents and review projects.

Council Member Johnston

Nothing to report. At the next meeting he'd like to see a resolution for Black History Month.

Council Member Tilly

DPW met 1/13. Highlights included discussion of the garbage contract that expires 7/1, Union Hotel site plans, donation bins and a dumping ordinance update.

HPC - met 1/20. The chairman is Don Eckel, the vice chairman is Richard Giffen. Wendy Orr is the secretary and Jennifer Williford is the treasurer. The commission need more members.

Fire Dept. - They'll be meeting soon.

Council Member Hand

Community Garden - They're pursuing 501(c)3 status, and making sure they follow Green Acres requirements.

Citizens' Group - She's excited about an ad hoc Citizens' Group starting up.

Council President Giles-McCormick

The Borough's website update is now live.

The final public info session regarding what people want to see for Flemington is planned for Wednesday at 7 p.m. online. A few seats are available at Borough Hall for people who don't have internet access. Stantec Consultants will present a report in March of the results of all the discussion sessions that have been held. FCP - They have a board meeting this month. Sandi Scott and David Johnston are the new members. Dr. Paul Marciano is the new chairman. She reviewed some of the FCP's activities, including helping business with PPP loans and grants Samuel Fleming House - The board wants to try to continue the school tours offered to RFIS students, whether virtually or in person.

Council Vice President Long

Planning Board - he explained that a completeness hearing is basically to determine that paperwork is in order. There are no public comments for that. Police - As liaison, he reviewed stats for 2020 and asked that people reach out to him with any questions involving the police.

V. Public Comments - Session I (up to 3 minutes each, for a maximum of 30 minutes)

Charles Pettebone, 3 1/2 Lloyd Ave., asked about the budget for painting crosswalks. Mayor Driver said there's no line item for crosswalk painting, it's part of the maintenance budget.

VI. Approval of Minutes

Motion To: **Approve Minutes: January 11, 2021 Regular Council Meeting**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

1. Motion To: Approve Minutes: January 11, 2021 executive session

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Jeremy Long, Council Vice President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Consent Agenda

Mayor Driver asked that Resolution 2021-41 be removed from the Consent Agenda.

Moved: Hand Seconded: Giles-McCormick Vote: All in favor

1. RESOLUTION 2021-40: ESTABLISHING A COMMUNITY GARDEN PLANNING COMMITTEE FOR 2021

2. RESOLUTION 2021-42: CERTIFYING THAT THE FLEMINGTON-RARITAN FIRST AID AND RESCUE SQUAD HAS MET ALL REQUIREMENTS UNDER NJSA 27:5F-27
3. RESOLUTION 2021-43: APPOINTING KENNETH DIEHL AS MUNICIPAL LIAISON TO THE RARITAN TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
4. RESOLUTION 2021-44: AUTHORIZING THE REDEMPTION OF TAX SALE CERTIFICATE 2020-004 HELD ON BLOCK 33 LOT 18, 59 MINE STREET

Regular Agenda

1. RESOLUTION 2021-41: CREATING AN AD-HOC CITIZENS' COMMITTEE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

2. RESOLUTION 2021-52: AUTHORIZING EXECUTION OF "OWNER'S CONSENT" FOR FLEMINGTON CENTER URBAN RENEWAL, LLC'S SITE PLAN/ CONCEPT PLAN SUBMISSION

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

3. ORDINANCE 2021-1: CREATING THE POSITION OF BUSINESS ADMINISTRATOR IN THE BOROUGH OF FLEMINGTON

Motion to open public hearing: Tilly, seconded by Giles-McCormick. All voted yes to open the hearing.

Charles Pettebone, 3 1/2 Lloyd Ave., said he thinks it's a good idea and hopes it works.

Motion to close public hearing: Tilly, seconded by Giles-McCormick. All voted yes to close the hearing.

There was no Council discussion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

4. ORDINANCE 2021-2: SECOND READING: ADDING A SECTION TO THE BOROUGH CODE ENTITLED "CLOTHING DONATION BINS"

Mayor Driver said this enables the Borough to know who owns the bins, and who to contact when dumping occurs. The public hearing will be held at the 2/8 regular meeting.

RESULT:	INTRODUCED [UNANIMOUS]	Next: 2/8/2021 7:30 PM
MOVER:	Caitlin Giles-McCormick, Council President	
SECONDER:	Kimberly Tilly, Council Member	
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly	

5. ORDINANCE 2021-3: SECOND READING: AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF FLEMINGTON, CHAPTER VI ANIMALS

Mayor Driver said this correct the expiration date for licenses, and eliminates the limit on the number of dogs and cats that can be kept, to encourage people to register all their pets. The public hearing will be at the 2/8 regular meeting.

RESULT:	INTRODUCED [UNANIMOUS]	Next: 2/8/2021 7:30 PM
MOVER:	Jessica Hand, Council Member	
SECONDER:	Caitlin Giles-McCormick, Council President	
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly	

6. RESOLUTION 2021-45: AUTHORIZING THE SOLICITATION OF BIDS FOR SOLID WASTE AND RECYCLING COLLECTION FOR THE BOROUGH

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

7. RESOLUTION 2021-46: AUTHORIZING THE RETENTION OF BEACON PLANNING TO UNDERTAKE A FINANCIAL ANALYSIS OF THE ECONOMIC IMPACT OF A REDEVELOPMENT PROPOSAL AND PROPOSED FINANCIAL AGREEMENT

Mayor Driver said this would be for the Global Ag project. The committee is working on a redevelopment agreement, and they want a financial review early in the process. It would be paid for by the developer, through escrow. Mr. Runion suggested the report look at the impact of the project with or without a PILOT. Mayor Driver said the idea is to look at the overall costs and make sure a PILOT is a good deal for the Borough. The developer's expenses include adding a sewage pump in the area, and re-aligning a culvert. Attorney Cushing noted that with a PILOT, all the revenue goes to the municipality. Mayor Driver said once the Borough knows the expenses to the school, they could contribute a percentage of the proceeds there.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

8. RESOLUTION 2021-47: AUTHORIZING THE MAKING OF AN APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO NJSA 40A:12A-29(A)(3) AND NJSA 40A:12A-67(G) AND CERTAIN OTHER MATTERS IN CONNECTION WITH ISSUANCE OF NOT EXCEEDING \$300,000 NON-RECOURSE REDEVELOPMENT AREA BONDS

Mayor Driver noted the money is being borrowed by the Borough on behalf of the redeveloper, but the Borough is not responsible for paying the money back.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

9. RESOLUTION 2021-48: RESOLUTION OF THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK," TO BE ISSUED IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,591,952, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF FLEMINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK'S TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

10. RESOLUTION 2021-49: AUTHORIZING SUBMISSION OF A REQUEST TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR A 6-MONTH EXTENSION FOR THE HOPEWELL AVENUE ROADWAY IMPROVEMENT PROJECT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

11. RESOLUTION 2021-50: AUTHORIZING THE RENEWAL OF TAXI LICENSES FOR 2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Jeremy Long, Council Vice President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

12. RESOLUTION 2021-51: AMENDING THE AGREEMENT FOR THE SALE OF BOROUGH PROPERTY TO FLEMINGTON CENTER URBAN RENEWAL, LLC IN CONNECTION WITH A REDEVELOPMENT PLAN, PURSUANT TO N.J.S.A. 40A:12A-8(G)

Mayor Driver said the developer has to pay Planning Board application fees to amend the site plan for the project, and that's being done at the behest of the Borough. There's no mechanism to waive fees, but this offers a credit of up to \$25,000 against the sale price of 90-100 Main St.

Also, the project is taking away the area where the Police have their gym, so the developer is providing HealthQuest gym memberships to active-duty police officers.

Mr. Runion said he questioned the \$25,000 credit and said the Borough only asked for changes in the project because the original project was totally inappropriate for an historic downtown, but added that the Borough was complicit in allowing it to happen.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Tilly
NAYS:	Christopher Runion

13. Motion To: **Amend Agenda to Add a Resolution Regarding Correction of Errors in the Sale Agreement**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

14. RESOLUTION 2021-53: AUTHORIZING CORRECTION OF TYPOGRAPHICAL AND TECHNICAL ERRORS IN THE AGREEMENT FOR SALE OF BOROUGH PROPERTY TO FLEMINGTON CENTER URBAN RENEWAL, LLC, AND THE RELATED LEASE OF POLICE DEPARTMENT SPACE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Kimberly Tilly, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

VII. Public Comments - Session II (up to 3 minutes each, for a maximum of 30 minutes)

Charles Pettebone, 3 1/2 Lloyd Ave., expressed concern about keeping waters pristine. Mayor Driver said when the Borough repairs sewer lines they address infiltration issues.

VIII. Attorney's Report

Attorney Cushing had no addition to make to a written report Attorney St. Angelo submitted to Council.

IX. Payment of the Bills

Motion To: **Pay the Bills in the Amount of \$6,536,729.63**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Jeremy Long, Council Vice President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

X. Executive Session for Any Other Applicable Matter Identified During the Regular Meeting (Action May Be Taken)

None needed.

XI. Adjournment

Motion To: **Adjourn**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

The meeting was adjourned at 9:27 p.m.

Attest: _____
Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-40

DOC ID: 3409

Establishing a Community Garden Planning Committee for 2021

Whereas, the Borough is looking into starting a Community Garden; and

Whereas, an ad-hoc community garden planning committee can investigate ways this might best be accomplished;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Flemington that an Ad-Hoc community garden planning committee be established through December 31, 2021.

Be It Further Resolved that this committee will include two members of Borough Council and Borough residents appointed by the Mayor.

Be it Further Resolved that the working group will report back to the Mayor and Council on the progress of the Community Garden.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-42

DOC ID: 3407

Certifying that the Flemington-Raritan First Aid and Rescue Squad Has Met All Requirements Under NJSA 27:5F-27

WHEREAS, pursuant to NJSA 27:5F-27, volunteer and non-volunteer emergency medical service organizations shall be responsible for the training of their members, and ambulances and ambulance equipment shall meet the standards required by the aforementioned act; and

WHEREAS, the Flemington-Raritan First Aid and Rescue Squad has certified via letter and certification by the New Jersey Department of Health attached to this resolution, that it has met all the requirements pursuant to NJSA 27:5F-27;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Flemington, County of Hunterdon, State of New Jersey does hereby certify that the Flemington-Raritan First Aid and Rescue Squad has met all the requirements of NJSA 27:5F-27.

Adopted: January 25, 2021
Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-43

DOC ID: 3405

Appointing Kenneth Diehl as Municipal Liaison to the Raritan Township Municipal Utilities Authority

Borough of Flemington, County of Hunterdon

WHEREAS, The Borough of Flemington has an agreement with Raritan Township Municipal Utilities Authority (RTMUA) to receive and treat sanitary sewage from the Borough; and

WHEREAS, The Borough of Flemington has ongoing obligations and negotiations with the RTMUA and has stated a need for Municipal participation in the RTMUA Executive Board Meetings; and

WHEREAS, The Borough of Flemington and RTMUA agree that the Borough should have a Municipal Liaison present at all RTMUA Board Meetings and that this liaison will be allowed to participate in said meetings; and

WHEREAS, The Borough's Licensed Sewer Operator and Collections Superintendent, Kenneth Diehl is the person most qualified to be the Municipal Liaison at the RTMUA Board Meetings.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington formally appoints Kenneth Diehl to attend RTMUA Board Meetings as Municipal Liaison for the Borough of Flemington

BE IT FURTHER RESOLVED that Mr. Diehl will be compensated in accordance with current Union Agreements or a subsequent agreement thereto.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

CLERK'S CERTIFICATION

Certified as a true copy of the Resolution adopted by the Council on this 25th day of January 2021. My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Sallie Graziano, RMC

38 Park Avenue
Flemington, NJ 08822

DOC ID: 3415

RESOLUTION 2021-44

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Jessica Hand, Council Member
SECONDER: Caitlin Giles-McCormick, Council President
AYES: Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-41

DOC ID: 3404

Creating an Ad-Hoc Citizens' Committee

Whereas, it is in the best interest of the Borough to form an ad-hoc Citizens' Committee to focus on the needs of citizens and volunteer recruitment in an effort to make the Borough a more progressive and inclusive community;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Flemington that an Ad-Hoc Citizens' Committee be established.

Be It Further Resolved that this committee will include members of Borough Council and Borough residents appointed by the Mayor.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-52

DOC ID: 3419

**Authorizing Execution of "Owner's Consent" for Flemington
Center Urban Renewal, LLC's Site Plan/ Concept Plan
Submission**

WHEREAS, pursuant to Borough Council Resolution 2010-94, adopted June 14, 2010, the Borough Council designated the Union Hotel property, located at 70-76 Main Street, Flemington, and identified as Block 22, Lot 4 on the Borough of Flemington Tax Map (the **"Initial Redevelopment Area"**), as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the **"Redevelopment Law"**); and

WHEREAS, pursuant to Ordinance 2010-14, adopted on October 25, 2010, the Borough Council adopted the Union Hotel Redevelopment Plan; and

WHEREAS, pursuant to Borough Council Resolution 2014-44, adopted February 10, 2014, the Borough Council designated the area south of the Union Hotel property, inclusive of properties located at 78 Main Street, 80 Main Street, 82 Main Street, 90-100 Main Street, 104 Main Street, 110 Main Street, 7 Spring Street, 19 Spring Street, 3 Chorister Place and 6 Chorister Place, identified on the Borough Tax Map as Block 22 Lots 5, 6, 7, 8, 9, 10 and 12 and Block 23, Lots 1 and 7 as an area in need of redevelopment pursuant to the Redevelopment Law (such properties, together with the Initial Redevelopment Area, is the **"2014 Redevelopment Area"**) and, subsequently, on March 7, 2014, the Borough enacted an ordinance adopting a redevelopment plan for the Redevelopment Area (the **"2014 Redevelopment Plan"**); and

WHEREAS, on July 10, 2017, the Borough Council, via Resolution 217-130, designated additional properties for inclusion in the 2014 Redevelopment Area, comprised of Block 22, Lots 13 and 14, and Block 24, Lots 1, 2, 3 and 5 (along with the 2014 Redevelopment Area collectively referred to herein as the **"Redevelopment Area"**); and

WHEREAS, on December 11, 2017, the Borough Council adopted an ordinance approving the Union Hotel Redevelopment Area Plan (the **"Redevelopment Plan"**); and

WHEREAS, on December 12, 2017, the Borough and Flemington Center Urban Renewal, LLC (the **"Redeveloper"**) executed an Amended and Restated Redevelopment Agreement; and

WHEREAS, the Redeveloper has proposed an alternate project for the portion of the Redevelopment Area including Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 12, 13, and 14 and Block 24, Lots 1 and 2 (which includes former Lot 3) and 5 (the **"Project Area"**), which reduces the size, density, and traffic associated with the previously proposed project and allows the Police

Building to remain, which meets the Borough's goals for the redevelopment of the Project Area and provides substantial economic benefit to the Borough; and

WHEREAS, on October 13, 2020, the Borough Council adopted an ordinance approving the Amended Union Hotel Redevelopment Area Plan (the "**Amended Redevelopment Plan**"); and

WHEREAS, on October 13, 2020, the Borough and Redeveloper executed a Second Amended and Restated Redevelopment Agreement (the "**Amended Redevelopment Agreement**"); and

WHEREAS, on December 14, 2020, the Redeveloper submitted draft site plan documents containing the items required under the Amended Redevelopment Agreement (the "Conceptual Submission") and the Borough Council deemed such plans to be substantially consistent with the Amended Redevelopment Plan pursuant to Resolution 2021-33 adopted on January 11, 2021; and

WHEREAS, Redeveloper has submitted an application for Site Plan approval to the Borough Planning Board and requires that the Borough execute an "Owner's Consent" as to the certain property located within the Redevelopment Area that is owned by the Borough and subject to a Purchase and Sale Agreement between the Borough and the Redeveloper, specifically Block 22, Lots 7, 8, 9 and 10.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Clerk are authorized to execute the Owner's Consent document in substantially the same form as attached hereto.

Approved: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, RMC, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

ORDINANCE 2021-1

DOC ID: 3403

Creating the Position of Business Administrator in the Borough of Flemington

WHEREAS, throughout New Jersey, the responsibilities and operations of local government have grown in complexity due not only to the increasing density of development in the State but also due to the ever-increasing rules and regulations set forth by various state and federal agencies; and

WHEREAS in order to provide assistance to elected officials in insuring the proper administration of the affairs of the municipality as well as providing for the efficient and effective administration and management of the resources of the municipal organization it is necessary to create the position of Borough Administrator and to assign to this position those duties, responsibilities and authority that are necessary to accomplish the proper administration of the affairs of the municipality.; and

WHEREAS, pursuant to N.J.S.A. 40A:60-7, the Mayor and Council of the Borough of Flemington may, by ordinance, create the position of Administrator; and

WHEREAS, the Mayor and Council desire to create such position and have entered into a Shared Service Agreement with the City of Lambertville for a joint administrator; and

WHEREAS, nothing herein obligates the Council to hire an Administrator and only creates the option to do so.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Flemington, the County of Hunterdon as follows:

SECTION 1. The Code of the Borough of Flemington is hereby amended by adding Section ____, entitled "Business Administrator," as follows:

A. Creation of Office of Business Administrator. Pursuant to N.J.S.A. 40A:9-136 et seq., there is hereby created the office of the Business Administrator. The Business Administrator shall be a person qualified by education, training and experience to perform the duties of his or her office. If this position is filled on a full-time basis, this individual shall devote his or her entire time to the duties of the office and shall hold no other office nor engage in any other employment, except with the permission of the Mayor and Council. This individual shall be under the direct supervision of the Mayor and Council.

B. Appointment. Pursuant to N.J.S.A. 40A:60-5(g) and 40A:60-6(d), the Borough Administrator shall be appointed by the Mayor with the advice and consent of the Borough Council.

Pursuant to N.J.S.A. 40A: 60-6(d), if the Borough Council fails to consent to the appointment made by the Mayor within thirty (30) days after receiving the nomination, then after the expiration of thirty (30) days, the Borough Council shall appoint said Borough Administrator, provided that at least three affirmative votes shall be required for such purpose, the mayor to have no vote thereon except in the case of a tie.

Any vacancy which may occur in the position of Borough Administrator, whether the same occurs by death, resignation, or otherwise, shall be filled in the same manner. These time constraints shall be computed from the day the vacancy occurs. A vacancy shall be deemed to commence upon cessation of duties of the duly appointed Borough Administrator.

No elected member of the governing body shall be eligible for appointment as Business Administrator during his or her term of office nor within one year after the expiration of said term.

C. Term. The term of office of the Business Administrator shall be one year. The first six months of any such appointment to the position of the Business Administrator shall be for a probationary period. Prior to the completion of the six-month probationary period, the appointee to the position of Business Administrator may be removed from office by a vote of a majority of the full membership of the Mayor and Council.

D. Shared Service. Nothing herein shall prevent the Mayor and Council from entering into a share services agreement to provide the services of Business Administrator.

E. Office Hours. The hours of the Business Administrator shall be set by the Mayor and Council. The Business Administrator may be a full-time or part-time employee of the Borough.

F. Removal from office. After the probationary period, pursuant to N.J.S.A. 40A:9-138, the Business Administrator may be removed by a two-thirds vote of the Mayor and Council. The resolution of removal shall become effective three months after its adoption by the Mayor and Council. The Mayor and Council may provide that the resolution shall have immediate effect; provided, however, that the Mayor and Council shall cause to be paid to the Business Administrator forthwith any unpaid balance of salary and the salary for the next three calendar months following the adoption of the resolution. The Business Administrator shall not obtain or be granted any rights of tenure.

G. Temporary Absence or Disability of the Business Administrator. During the absence or disability of the Business Administrator, the Mayor may appoint, subject to confirmation of the Borough Council, an appointed official or employee of the Borough to temporarily perform the duties of Business Administrator during such absence or disability. Additionally, the Mayor and Council may, by resolution, contract with another municipality or private staffing firm in order to fill this position in the case of such an absence. In the event the Business Administrator is unexpectedly absent prior to a regularly scheduled Council meeting, the Mayor may appoint an appointed official or employee of the Borough to serve until the next regularly scheduled Council meeting. The absence or disability of the Business Administrator shall be limited to three continuous months, after which time the absence or disability may be deemed by resolution a vacancy by the Mayor and Council. Unless otherwise provided herein, no acting Business Administrator shall be paid more than his or her regular salary while serving in that capacity, but he or she shall be reimbursed for all necessary expenses incurred in the performance of that office.

H. Compensation. The compensation of the Business Administrator shall be as fixed in the Salary Ordinance of the Borough.

I. **Residency Requirement.** The Borough Administrator shall become a resident of the State of New Jersey within a reasonable period after his appointment and shall remain a resident of the State of New Jersey while so employed; provided, however, that the residency requirements of this subsection may be waived by the Borough Council when found to be in the best interest of the Borough.

J. **Duties and responsibilities.** The Business Administrator shall be the chief administrative officer of the Borough of Flemington and shall be responsible to the Mayor and Council for the proper and efficient administration of the business affairs of the Borough. The Business Administrator's duties and responsibilities shall relate to the management of all the Borough's business, except those duties and responsibilities conferred upon other Borough officials by state statute, other applicable laws, rules and regulations promulgated by state, county or Borough ordinances or such duties as the Mayor and Council shall reserve or delegate onto itself or to others. The Business Administrator shall see that all ordinances, resolutions and policies of the Mayor and Council and all state and federal laws requiring municipal action are faithfully carried out by those persons responsible for doing so. For the purpose of carrying out the responsibilities of his or her office, the Business Administrator shall develop and promulgate for adoption by the Mayor and Council sound administrative, personnel and purchasing practices and procedures for all departments, offices, boards, commissions and agencies of the municipality, all for the purpose of increasing the effectiveness and efficiency of Borough government.

The Business Administrator shall perform all of the duties hereinafter enumerated and such other duties as may be assigned by the Mayor and Council. In addition, the Business Administrator shall be responsible for the following enumerated duties as assigned by the Mayor and Council:

(1) **Daily operation.** Implement all policies of the Borough necessary to carry out daily operations and activities of the Borough by correspondence, review of minutes and personal contact.

(2) **Information and complaints.** Inform the Mayor and Council and the residents of the municipality on all matters relating to the activities and operations of municipal government; receive and follow up on complaints on all matters and apprise the Mayor and Council thereof.

(3) **Public information.** Edit and compile public information for distribution to the Mayor and Council.

(4) **Recommendations.** Continuously study all activities and operations of municipal government and recommend changes for the purpose of increasing efficiency, economy and effectiveness; recommend such rules and regulations as shall be deemed necessary, with the approval of the Mayor and Council, for the conduct of administrative procedures.

(5) **Advice.** Advise the Mayor and Council with respect to all pertinent information necessary to assist it with the establishment of policies and decisions.

(6) **Reports.** Prepare and present to the Mayor and Council reports required from time to time on municipal affairs and prepare an annual report of the Business Administrator's work for the benefit of the Mayor and Council and the public.

(7) **Attendance.** Attend all regular meetings of the Mayor and Council with the right to speak, but not to vote, on all agenda items and attend other meetings as directed by the Mayor and Council or as necessary to carry out the duties of Business Administrator. Within the discretion of Mayor and Council

and subject to any employment agreement, the Borough Administrator may be excused from certain meetings. The Business Administrator shall receive notice of all special meetings of the Mayor and Council and all advisory committees, boards, commissions and other agencies of the Borough.

(8) Liaison. Serve as a liaison to all departments, advisory committees, boards, commissions and other agencies of the Borough.

(9) Borough Engineer. Consult with and act as a liaison between the Mayor and Council and the Borough Engineer regarding all operations and policy matters.

(10) Examine and inquire. Have the power to investigate, examine or inquire into the affairs or operations of any department, commission, office, board or agency of the municipal government, unless prohibited by law.

(11) Coordination of information. Integrate and coordinate the functions of all departments, commissions, boards, agencies, offices and officials and maintain liaison with the local school system and the regional high school system. The Business Administrator shall be responsible for continuously improving communications among the various Borough personnel, departments, commissions, agencies, boards and governing bodies.

(12) Recommendation of experts and consultants. Recommend the employment of experts and consultants to perform work and render advice in connection with Borough projects.

(13) Supervision of personnel. Subject to law, supervise all personnel of the Borough through the respective department heads and direct the business activities of all Borough departments, recommending to the Mayor and Council or its designated committees the employment and replacement of personnel as may be required in said departments within the limits prescribed by the budget. The Business Administrator shall have no authority over the operations of the Police Department delegated by law to the Chief of Police.

(14) Enforcement of law and contracts. Determine that all terms and conditions imposed in favor of the municipality or its inhabitants in any statute, public utility franchise or other contract regulation or ordinance are faithfully kept and performed and, upon learning of any violation thereof, apprise the Mayor and Council.

(15) Safety responsibilities. Develop and implement all necessary safety instructions and training for employees, Borough personnel and Borough officials.

(16) Grants. Investigate the availability of and report to the Mayor and Council the feasibility of obtaining grants from federal, state and private sources and apply for and administer such grants as are authorized by the Mayor and Council.

(17) Other duties. The Business Administrator shall perform such additional administrative duties and functions as may be from time to time assigned by the Mayor and Council.

K. Authority of the Mayor and Council. Nothing herein shall derogate or reduce the powers and duties of the Mayor and Council or authorize the Business Administrator to exercise the power and duties thereof except as authorized.

L. Nothing herein shall prohibit the Borough Administrator from holding another employment position with the Borough. However, in the event the Borough Administrator serves in multiple positions, the Mayor and Council shall by resolution (1) remove oversight of such positions from the Borough Administrator and place it in the Mayor and Council; and (2) reserve in the Mayor and Council any other duties of the Borough Administrator that reasonably present a conflict of interest.

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This Ordinance shall take effect upon final passage, publication, and filing, all in accordance with the law.

Introduced: January 11, 2021

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

TABLED

ORDINANCE 2021-2

DOC ID: 3410

**First Reading: Adding a Section to the Borough Code
Entitled "Clothing Donation Bins"**

Borough of Flemington, County of Hunterdon

WHEREAS, N.J.S.A. 40:48-2.6 requires a permit for the placement or use of clothing bins for solicitation purchases.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Flemington, the County of Hunterdon, as follows:

SECTION 1. Chapter ____ of the Borough Code, entitled "Clothing Donation Bins," is hereby added as follows:

§____-1. **Permit required; information required.** No person shall place, use or employ a donation clothing bin for solicitation purposes within the Borough of Flemington unless the following requirements are met.

a. The person has obtained a permit, valid for one year, from the Borough of Flemington Clerk.

b. The Clerk shall issue a permit only if the person applying has supplied the following information:

1. The location where the bin would be situated, as precisely as possible; and

2. Proof that the applicant owns the property where the bin is to be placed or written consent from the property owner to place a clothing donation bin on the subject property.

3. The manner in which the person anticipates any clothing or other donation collected via the bin would be used, sold or dispensed and a method by which the proceeds of the collected donations would be allocated or spent; and

4. Contact information for the applicant and property owner.

5. The name and telephone number of the bona fide office required by Section 8 of this Ordinance of any entity which may share or profit from any clothing or other donations collected via the bin; and

§__-2. Review by zoning officer; Denial of permit if placement of bin is safety hazard.

Every application for the placement of a clothing donation bin shall be reviewed by the Borough zoning officer to determine if the placement of said bin constitutes a safety hazard or otherwise violates Borough Ordinances (including Section 11 of this Ordinance) or land use approvals granted for the subject property. Such hazard shall include, but not be limited to, the placement of a donation clothing bin within 100 yards of any place which stores large amounts of, or sells, fuel or other flammable liquids or gases, the placement of the donation bin would obstruct a parking space or loading zone, or the placement of the donation clothing bin would constitute a traffic hazard.

The Clerk shall not grant an application for a permit to place, use or employ a donation clothing bin, if the zoning officer determines that the placement of the bin could constitute a safety hazard or otherwise violate Borough Ordinances or land use approvals.

§__-3. Application fee. The fee for the application for a donation clothing bin shall be \$250.

§__-4. Renewal of permit; fee. An expiring permit for a donation clothing bin may be renewed upon application for renewal and payment of a fee of \$250.

§__-5. Renewal application requirements. The annual renewal application for the placement of a clothing donation bin shall include the following:

- a. The location where the bin is situated, as precisely as possible;
- b. If the applicant intends to move the bin, the new location where the bin would be situated after the renewal is granted, and written consent from the property owner to place the bin on his/her property; and
- c. The manner in which the person has used, sold or dispensed any clothing or other donations collected via the bin, the method by which the proceeds of collected donations have been allocated or spent, and any changes the person anticipates he/she may make in these processes during the period covered by the renewal; and
- d. Contact information for the applicant and property owner; and
- e. The name and telephone number of the bona fide office required pursuant to Section 8 of this Ordinance of any entity which shared or profited from any clothing or other donations collected via the bin and of any entities which may do so during the period covered by the renewal.

§__-6. **Denial of renewal permit.** The Clerk shall deny a renewal permit for the placement of a clothing donation bin if the applicant or property owner are subject to outstanding an unremedied violations of this Ordinance.

§__-7. **Issuance of permit; display of permit.** The Clerk shall issue a permit number and the permit number and its date of expiration shall be clearly and conspicuously displayed on the exterior of the donation clothing bin, in addition, to the information described in Section 10, of this Ordinance.

§__-8. **Bona fide office required.** The person, and any other entity which may share of profit from any clothing or other donations collected by the bin, shall maintain a bona fide office where a representative of the person or entity, respectively, can be reached at a telephone information line during normal business hours for the purpose of offering information concerning the person or other entity. For the purposes of this Ordinance section, an answering machine or service unrelated to the person does not constitute a bona fide office.

§__-9. **Limitation of number of bins per property.** Except as set forth in Section __-12, no more than three permits for the placement of clothing donation bins may be issued per property. For the purposes of this Ordinance, adjacent lots under common ownership or use shall be considered a single property.

§__-10. **Information to be displayed on bin.** The following information shall be clearly and conspicuously displayed on the donation clothing bin:

1. The name and address of the registered person that owns the bin and of any other entity which may share or profit from clothing or other donations collected via the bin; and

2. The telephone number of the person's bona fide office, and if applicable, the telephone number of the bona fide office of any other entity which may share or profit from any clothing or other donations collected via the bin; and

3. In cases where any entity other than the person who owns the bin may share or profit from any clothing or other donations collected via the bin, a notice, written in a clear and easily understandable manner, indicating that clothing or other donations collected via the bin, their proceeds or both, may be shared or given entirely to, an entity other than the person who owns the bin, and identifying all such entities which may share or profit from such donations; and

4. A statement consistent with the information as required by Section 1(b)(3) of this Ordinance, indicating the manner in which the person anticipates any clothing or other donations collected via the bin would be used, sold or dispensed and

Section 5(c) indicating the method by which the proceeds of the collected donations would be allocated.

§__-11. Regulation of use and location of bins; maintenance of bins and surrounding area.

a. The person placing, using, or employing a clothing donation bin shall maintain the bin and the surrounding area such that there shall be no accumulation of clothing or other donations outside the bin.

b. No clothing donation bin shall be placed, used, or employed unless such donation bin is free of rust, peeling paint, or other deleterious effects.

c. No clothing donation bin shall be placed on municipally-owned property, except with the written authorization of the Mayor and Council.

d. Clothing donation bins shall only be located in non-residential zoning districts.

e. Clothing bins shall be placed in the rear or side yard of the property and shall not be closer than 250 feet from an adjacent residential dwelling or 5 feet from the property line.

f. No more than three bins may be located on a single property or within a single complex.

g. Each bin shall not exceed six (6) feet in depth, eight (8) feet in width, and six (6) feet in height.

h. The placement of bins shall not interfere with vehicular or pedestrian traffic.

i. Bins shall be located in clearly visible and well-lit areas to permit inspection and enforcement.

j. Bins shall not be placed in a required buffer area, site triangle, or fire zone.

k. Bins shall not be placed on vacant or unimproved lots or lots containing unoccupied buildings or abandoned buildings.

§__-12. Exemptions.

Bins sponsored by any department, agency, or committee of the Borough shall be required to comply with the permit requirements hereof, but will be exempt from the payment of any application fees. Bins sponsored by and benefitting a non-profit organization that are to be located on property owned by said non-profit organization shall be required to comply with this permit requirements hereof, but will be exempt from the payment of any application fees. Bins placed pursuant to this section shall be limited to one per property.

§__-13. Receipt and investigation of complaints.

a. The Zoning Officer shall receive and investigate, within 30 days, any complaints from the public about the maintenance or placement of clothing donation bins. Whenever it appears to the Zoning Officer that a person has engaged in, or is engaging in, any act or practice in violation of this Ordinance, the person who placed the bin, and the property owner, shall be issued a warning, stating that if the violation is not rectified or a hearing with the Borough of Flemington Mayor and Council is not requested within 45 days, the bin will be seized or removed at the expense of the person who placed the bin and the property owner.

b. In the event that the person who placed the bin and the property owner do not remedy the violation or request a hearing within 45 days of posting of the warning, the Borough may seize the bin, remove it, or have it removed at the expense of the person who placed the bin. Upon proper certification to the Mayor and Borough Council by the Zoning Officer, such expenses may be assessed as a lien on the subject property and shall be added to and become part of the taxes levied on the subject property. Any clothing or other donations collected via the bin will be sold at public auction or otherwise disposed of. Any proceeds from the sale of the donations collected via the bin shall be paid to the Chief Financial Officer of the Borough. In addition to any other means used to notify the person who placed the bin, such warning shall be affixed to the exterior of the bin itself.

c. In addition to the remedies set forth in this section, the Zoning Officer is also empowered to issue a Notice of Violation and Summonses pursuant to Section 14 of this Ordinance.

§__-14. Violations and Penalties.

a. In addition to any other penalties authorized by this Ordinance or laws of this State, any person who violates any provision of this Chapter or N.J.S.A. 40:48-2.60 et seq. shall be subject to the following penalties:

1. For the first offense: \$100 per day;
2. For the second offense: \$250 per day;
3. For the third offense: \$350 per day and revocation of permit.

b. Any person or organization may be deemed ineligible to place, use, or employ a donation clothing bin for solicitation purposes pursuant to this chapter and P.L. 2007, c. 209 (N.J.S.A. 40:48-2.61). A person disqualified from placing, using, or employing a donation clothing bin by violating the provisions of P.L. 2007, c. 209 (N.J.S.A. 40:48-2.60 et seq.), may apply to Borough Council to have that person's eligibility restored. Borough Council may restore the eligibility of a person who:

1. Acts within the public interest; and
2. Demonstrates that he or she made a good faith effort to comply with the provisions of this chapter and P.L. 2007, c. 209 (N.J.S.A. 40:48-2.60 et seq.), and all other applicable laws and regulations, or had no fraudulent intentions.

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This Ordinance shall take effect upon final passage, publication, and filing, all in accordance with the law.

Introduced: January 25, 2021

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	INTRODUCED [UNANIMOUS]	Next: 2/8/2021 7:30 PM
MOVER:	Caitlin Giles-McCormick, Council President	
SECONDER:	Kimberly Tilly, Council Member	
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly	

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3400

TABLED

ORDINANCE 2021-3

**First Reading: Amending the Revised General Ordinances of
the Borough of Flemington, Chapter VI Animals**

**BOROUGH OF FLEMINGTON
HUNTERDON COUNTY, NEW JERSEY**

WHEREAS, Borough of Flemington Council has reviewed Chapter 6 of the Code of the Borough of Flemington (the "Code") concerning the keeping of dogs and cats as pets; and

WHEREAS, the Council wishes to adopt the below revisions to the Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Flemington, the County of Hunterdon, as follows:

SECTION 1. Section 6-2 entitled "Licensing Provisions" regarding dogs and cats is hereby amended as follows (Additions indicated in boldface and italics ***thus***; deletions indicated with strike-through ~~thus~~):

§ 6-2. LICENSING PROVISIONS.

§ 6-2.1. Dogs and Cats; License and Metal Registration Tag Required; Placing Tag on Dog or Cat. No changes.

§ 6-2.2. Fees; Renewals; Expiration Date.

a. The person applying for the license shall pay a State registration fee of one dollar and twenty (\$1.20) cents for State Pilot Program for a one-year registration tag for each dog and cat; and for each renewal, the fee for the license and for the registration/pilot program tag shall be the same as for the original license and tag; and said licenses, registration tag and renewal(s) thereof shall expire no later than January 31 ~~in~~ ***following*** the year stated on the license.

b. Dogs used as guides for blind persons and commonly known as "seeing eye" dogs, dogs used to assist handicapped persons and commonly known as "service dogs" or dogs used to assist deaf persons and commonly known as "hearing ear" dogs shall be licensed and registered as other dogs here and above provided for, except that the owner or keeper of such dog shall not be required to pay any fee therefor.

c. License forms and uniform metal registration tags shall be furnished by the municipality.

d. In addition to the fees charged pursuant to Subsection a of §§ 6-2.2 and 6-5, any person applying for the license and registration tag pursuant to § 6-2.1 shall pay a fee of three (\$3.00) dollars for any dog or cat of reproductive age which has not had its reproductive capacity permanently altered through sterilization.

e. The owner of any dog or cat that is applying for a license after January 31 of the issuing year, will be charged a late fee of ten (\$10.00) dollars per animal.

SECTION 2. Section 6-8.7 entitled "Restriction on Number of Dogs or Cats to be Kept" is hereby deleted in its entirety.

SECTION 3. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This Ordinance shall take effect upon final passage, publication, and filing, all in accordance with the law.

Introduced: January 25, 2020

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	INTRODUCED [UNANIMOUS]	Next: 2/8/2021 7:30 PM
MOVER:	Jessica Hand, Council Member	
SECONDER:	Caitlin Giles-McCormick, Council President	
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly	

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Rebecca Newman
Initiator: Rebecca Newman
Sponsors:
DOC ID: 3406

ADOPTED

RESOLUTION 2021-45

Authorizing the Solicitation of Bids for Solid Waste and Recycling Collection for the Borough

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, the solid waste contract between the Borough of Flemington and Central Jersey Waste expires on July 1, 2021; and

WHEREAS, the Borough has a need for solid waste collection and recycling services;
and

WHEREAS, the Borough desires to go out to bid for a new solid waste and recycling contract.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that the Clerk is authorized to begin the process of soliciting bids for a new solid waste and recycling contract.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, RMC, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

ADOPTED

RESOLUTION 2021-46

DOC ID: 3414

**Authorizing the Retention of Beacon Planning to Undertake a
Financial Analysis of the Economic Impact of a
Redevelopment Proposal and Proposed Financial Agreement**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. ("LRHL") the Borough of Flemington ("Borough") designated approximately 5.6 acres of property within the Borough as area in need of redevelopment ("Redevelopment Area"); and

WHEREAS, Block 5, Lots 1 & 2 ("Project Area") are within the Redevelopment Area; and

WHEREAS, by Ordinance 2017-1, on February 13, 2017, the Borough adopted a redevelopment plan that included the Redevelopment Area which plan is known as the Global Agway Redevelopment Plan ("Redevelopment Plan"); and

WHEREAS, the Borough has entered into a Conditional Designation and Escrow Agreement by and between the Borough of Flemington and Captiva Main Street LLC ("Redeveloper") for the potential redevelopment of the Project Area (the "Agreement"); and

WHEREAS, the terms and provisions of the Agreement provide that the Redeveloper is obligated to fund an escrow account from which costs incurred by the Borough in negotiating a redevelopment agreement are to be paid ("Escrow"); and

WHEREAS, the Redeveloper has proposed that the Borough and Redeveloper enter into a Financial Agreement as part of the redevelopment of the Project Site; and

WHEREAS, it is the desire of the Borough to determine what impact the proposed redevelopment will have on the Borough and what fiscal impact the proposed Financial Agreement may have on the Borough; and

WHEREAS, in order to undertake the financial analysis regarding the proposed redevelopment, the Borough desires to retain the services of a financial consultant with experience in analyzing the financial impact of development proposals; and

WHEREAS, the Borough has received a proposal from Beacon Planning and Consulting Services, LLC, 315 State Highway 34, Suite 129, Colts Neck, New Jersey 07722 ("Beacon Planning") to undertake an analysis of the impact of the redevelopment project and Financial Agreement, a copy of which is attached to this Resolution; and

WHEREAS, the Borough has determined that Beacon Planning has the requisite experience to provide the necessary review and analysis to the Borough; and

WHEREAS, the Borough desires to retain the services of Beacon Planning to undertake such financial analysis of the proposed redevelopment project and Financial Agreement, with the fees for such work to be paid from the Escrow; and

WHEREAS, funds are or will be available for this purpose; and

NOW, THEREFORE BE IS RESOLVED by the Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, as follows:

1. The Mayor and any appropriate officers of the Borough of Flemington are authorized to execute the attached proposal submitted by Beacon Planning to undertake the financial analysis set forth in this Resolution, with the compensation to be paid from the Escrow.
2. The terms of the attached proposal submitted by Beacon Planning be and hereby are approved.
3. The contract with Beacon Planning constitutes a "professional service" under the provision of the Local Public Contracts Law because of the specialized training, education, experience and specialized knowledge needed for this position and pursuant to a "fair and open" process as provided in N.J.S.A. 19:44A-20.4, et seq.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

CLERK'S CERTIFICATION

I, Sallie Graziano, Borough Clerk of the Borough of Flemington, County of Hunterdon, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the Borough Council on January 25, 2021.

Sallie Graziano, RMC, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

ADOPTED

RESOLUTION 2021-47

DOC ID: 3413

Authorizing the Making of an Application to the Local Finance Board Pursuant to NJSA 40A:12A-29(A)(3) and NJSA 40A:12A-67(G) and Certain Other Matters in Connection with Issuance of Not Exceeding \$300,000 Non-Recourse Redevelopment Area Bonds

WHEREAS, the Borough of Flemington (the "Borough"), in the County of Hunterdon, State of New Jersey desires to adopt a Bond Resolution (the "Resolution") authorizing the issuance of a non-recourse Bond in the aggregate amount not to exceed Three Hundred Thousand Dollars (the "Bond") to finance a portion of a redevelopment project where Flemington Center Urban Renewal, LLC (the "Redeveloper") will develop, finance, construct and implement the redevelopment of property within the Borough by constructing a mixed use, multi-phase project comprised of hotel, residential, retail, restaurant, structured parking, and any improvements ancillary or necessary thereto (collectively, the "Project") pursuant to N.J.S.A. 40A:12A-29(a)(3) to provide for the issuance of bonds at a private sale and pursuant to N.J.S.A. 40A:12A-67(g) to secure the Bond with a pledge of a portion of the Annual Service Charge consisting of the Pledged Annual Service Charge pursuant to a Financial Agreement to be entered into between the Borough and the Redeveloper; and

WHEREAS, the Borough Council desires to make application to the Local Finance Board for its approval of its application as to the adoption of the Bond Resolution, the Project, and the Financial Analysis contained therein; and

WHEREAS, the Borough believes:

- (a) it was in the public interest to accomplish the Project;
- (b) the Project is for the health, welfare, convenience or betterment of the inhabitants of the Borough;
- (c) the amounts expended for the Project are not unreasonable or exorbitant; and
- (d) the Project is an efficient and feasible means of providing services for the needs of the inhabitants of the Borough and will not cause any undue financial burden to be placed upon the inhabitants of the Borough;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Flemington, in the County of Hunterdon, State of New Jersey, as follows:

SECTION 1. The Borough's Bond Counsel, Archer & Greiner P.C. (the "Bond Counsel") and such other officials, officers and professionals of the Borough including, but not limited to, the Mayor, the Chief Financial Officer, the Clerk, the Engineer, the Auditor and the Borough's Attorney are each hereby authorized and directed to prepare and submit an application to the Local Finance Board (the "Application") in connection with the financing of the Project and to represent the Borough in matters pertaining thereto.

SECTION 2. The Local Finance Board is hereby respectfully requested to consider such Application and to record its findings, consents, recommendations and/or approvals as provided by the applicable New Jersey Statutes.

SECTION 3. The Borough Clerk is hereby directed to file a certified copy of this resolution with the Local Finance Board and to forward a certified copy of this resolution to Bond Counsel to supplement the Application therewith.

SECTION 4. This resolution shall take effect upon its adoption.

RECORDED VOTE

AYES: 6

NAYS: 0

ABSTENTIONS: 0

ABSENTEES: 0

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caitlin Giles-McCormick, Council President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

CERTIFICATION

I, SALLIE GRAZIANO, Clerk of the Borough of Flemington, in the County of Hunterdon, State of New Jersey (the "Borough"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AUTHORIZING THE MAKING OF AN APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A.

40A:12A-29(a)(3) and N.J.S.A. 40A:12A-67(g) AND CERTAIN OTHER MATTERS IN CONNECTION WITH ISSUANCE OF NOT EXCEEDING \$300,000 NON-RECOURSE REDEVELOPMENT AREA BONDS", is a copy of a resolution which was duly adopted by the Borough Council at a meeting duly called and held on January 25, 2021 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Borough as of this _____ day of _____, 2021.

(SEAL)

SALLIE GRAZIANO,
Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-48

DOC ID: 3412

Resolution of the Borough of Flemington, in the County of Hunterdon, New Jersey, Determining the Form and Other Details of Its "Note Relating to the Transportation Bank Short-Term Loan Program of the New Jersey Infrastructure Bank," to be Issued in One or More Series in the Aggregate Principal Amount of Up to \$1,591,952, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Borough of Flemington in Favor of the New Jersey Infrastructure Bank, All Pursuant to the New Jersey Infrastructure Bank's Transportation Bank Short-Term Loan Program

WHEREAS, the Borough of Flemington (the "Local Unit"), in the County of Hunterdon, New Jersey, has determined that there exists a need within the Local Unit to design, construct, renovate, acquire and/or install a project consisting of Various Roadway Improvements to Corcoran Street, South Main Street and Dewey Avenue including, but not limited to, as applicable, excavation, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, and where necessary, the sealing of pavement cracks, storm drainage improvements, the repairing and/or installation of or improvements to curbs, sidewalks and driveway aprons, ADA access improvements, resetting utility castings, improvements to and/or construction of retaining walls, traffic signal improvements, traffic striping and pavement markings, and associated lawn restoration, landscaping and aesthetic improvements (the "Project"), and it is the desire of the Local Unit to obtain financing for all or any portion of such Project through participation in the transportation financing programs (the "Transportation Bank") of the New Jersey Infrastructure Bank (the "I-Bank") as established pursuant to, and in satisfaction of, the "New Jersey Infrastructure Trust Act," constituting Chapter 334 of the Laws of New Jersey of 1985 (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented (the "I-Bank Act");

WHEREAS, the Local Unit has determined to short-term finance the design and construction of all or any portion of such Project through the Transportation Bank short-term loan program (the "Transportation Short-Term Loan Program") with proceeds of one or more short-term loan(s) (the "Transportation Short-Term Loan") from the I-Bank;

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Transportation Short-Term Loan, and (ii) satisfy the requirements of the Transportation Short-Term Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Transportation Bank Short-Term Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,591,952 (to be issued in one or more series, as applicable) (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver each Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law and Section 9 of the I-Bank Act permit the sale of each Note to the I-Bank (in one or more series), without any public offering, all pursuant to the terms and conditions set forth, respectively, therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. The obligation represented by the Note has been appropriated and authorized by bond ordinance #O-20-19 of the Local Unit, which bond ordinance (i) is entitled "BOND ORDINANCE PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS, BY AND IN THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY; APPROPRIATING \$1,671,550 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,591,952 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF" and was finally adopted by the Local Unit at a meeting duly called and held on December 14, 2020, at which time a quorum was present and acted throughout, (ii) thereafter duly published as required, and (iii) is in full force and effect, all pursuant to and in satisfaction of the terms of the Local Bond Law and other applicable law. In accordance with Section 28 of the Local Bond Law and Section 9 of the I-Bank Act, the Local Unit hereby authorizes the issuance, sale and award of the Note (in one or more series) to the I-Bank in accordance with the provisions hereof.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law, the I-Bank Act, other applicable law and pursuant to the terms and conditions hereof, (i) the final principal amount(s) (if sold in one or more series, as applicable) of each Note (subject to the maximum limitation set forth in Section 4(a) hereof), (ii) the dated date(s) (if sold in one or more series, as applicable) of each Note and (iii) the interest rate(s) (if sold in one or more series, as applicable) of each Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of each Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Notes to be issued to the I-Bank, shall be an amount up to \$1,591,952 and may be issued in more than one series provided the combined principal amounts do not exceed \$1,591,952;
- (b) the maturity or maturities of each Note (if sold in more than one series) shall be as determined by the I-Bank pursuant to the terms and provisions of the Transportation Short-Term Loan Program;

- (c) the interest rate or rates of each Note (if sold in more than one series) shall be as determined by the I-Bank pursuant to the terms and provisions of the Transportation Short-Term Loan Program;
- (d) the purchase price or prices (if sold in more than one series) for each Note shall be par;
- (e) each Note shall be subject to prepayment prior to its stated maturity and to repayment at or prior to its stated maturity, each in accordance with the terms and provisions of the Transportation Short-Term Loan Program;
- (f) each Note shall be issued in a single denomination and shall be numbered "NJTB-STLP-2021-___" (or such other year or designation at the time of issuance);
- (g) each Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) each Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. Each Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Archer & Greiner P.C. is hereby authorized to arrange for the drafting, preparation and printing of each Note, which law firm may authorize Chiesa Shahinian & Giantomasi PC, bond counsel to the I-Bank for the Transportation Short-Term Loan Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Transportation Short-Term Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution, issuance and delivery of the Note and the participation of the Local Unit in the Transportation Short-Term Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to John M. Cantalupo, Esq., Archer & Greiner P.C., bond counsel to the Local Unit; David E. Zimmer, Executive Director of the I-Bank; and Tricia M. Gasparine, Esq., Chiesa Shahinian & Giantomasi PC, bond counsel to the I-Bank for the Transportation Short-Term Loan Program.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Exhibit A

SPECIMEN NOTE

**BOROUGH OF FLEMINGTON,
IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY
NOTE
RELATING TO:
THE TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ _____

Issue Date: _____, 20__

NJTB - STLP- 2021-[_]

FOR VALUE RECEIVED, the Borough of Flemington, in the County of Hunterdon, New Jersey, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Principal and/or Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the fee as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for the review by the New Jersey Transportation Bank of (i) the Short-Term Loan Program Borrower application, (ii) various Borrower technical submissions, and (iii) the Loan Disbursement Requisitions, as such services are provided to the Borrower by the New Jersey Transportation Bank.

"Anticipated Financing Program" means the New Jersey Transportation Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Construction Completion Certificate” means a certificate of the I-Bank to the effect that the construction of the Project is complete.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Financial Plan, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy” adopted by the Board of Directors of the I-Bank, as amended and as further supplemented from time to time.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDOT, all pursuant to, and in satisfaction of the requirements of, section 22.3 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to and as part of the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal disbursed for Project costs, other than capitalized interest, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower, to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDOT, in a form to be determined by the I-Bank and the NJDOT.

“Maturity Date” means the Maturity Date as determined pursuant to clause (i), (ii), or (iii) of this definition, subject to being redetermined pursuant to clauses (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act on or prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20___. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 202_, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 202_, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 202__, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the foregoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program.

(v) Notwithstanding any of the foregoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Transportation Bank" means the joint initiative of the I-Bank and the NJDOT to provide low-cost financing to qualified applicants with respect to the transportation projects that are identified in the Act.

"NJDOT" means the New Jersey Department of Transportation.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Principal and/or Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$_____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank, regardless of source, pursuant to one or more Loan Disbursement Requisitions, net of any repayments, which Principal shall be payable by the Borrower to the I-Bank (a) on the Maturity Date or (b) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be; provided, however, that in all cases, a portion of the Principal shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Project" means the project of the Borrower for which the I-Bank is making the Loan to the Borrower, as such project is further described in Exhibit A hereto; provided, however, that the description of the Project, as set forth in Exhibit A attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A for the current Exhibit A or (ii) the inclusion of an additional Exhibit A, in either case, promptly following the certification for funding pursuant to the Act of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Repayment Schedule” means a Repayment Schedule as and if provided to the Borrower pursuant to Section 4(e) hereof.

“Short-Term Loan Program” means the short-term financing program of the I-Bank that is implemented pursuant to the New Jersey Transportation Bank for the purpose of making loans, such as this Loan, to qualifying applicants, such as the Borrower, for the purpose of undertaking transportation projects, such as the Project, that are identified in the Act.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder, and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank, and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment

thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Project or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Project or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Compliance with Existing Laws and Other Terms and Conditions of the Transportation Bank Short-Term Loan Program; Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall comply, at all times during the term of this Loan, with (i) the Transportation Bank's terms and conditions that are attached hereto as Exhibit B and Exhibit C and made a part hereof (the "Terms and Conditions"), including the Borrower's obligation to meet the "Scheduled Award Date" set forth in Exhibit C (the "Scheduling Milestone"). [Further, the Borrower covenants and agrees that it shall undertake and complete in a timely manner (pursuant to and in satisfaction of a schedule determined and disseminated by the I-Bank) all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program, and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.] [Further, the Borrower covenants and agrees that it shall undertake and complete in a timely manner (pursuant to and in satisfaction of a schedule determined and disseminated by the I-Bank) all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program, and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan, including, without limitation, (A) the issuance by the Borrower of a bond to the I-Bank in order to evidence and secure the repayment obligation of the Borrower with respect to the Anticipated Long Term Loan, which bond will be qualified pursuant to, and entitled to the benefits of the provisions of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. and (B) in connection with the issuance of such bond, compliance by the Borrower with the Qualified

Bond Debt Service Coverage Ratio, as defined in and pursuant to the provisions of Section VI, 2(A)(i)(ii) of the Credit Policy (as defined herein) of the I-Bank.]

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of the Project. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Project without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of the Project. The Borrower covenants and agrees that it shall maintain its Project in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Project, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior

written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the foregoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Project, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Other Funding. The Borrower covenants and agrees that it shall promptly notify the I-Bank if it expects to receive or does receive any funding from sources other than the I-Bank to be used for the Project, including without limitation funding in the form of other loans or in the form of grants ("Other Funding"), such notification to be made no later than three (3) days after the Borrower has determined that it will receive such Other Funding. The Borrower acknowledges that the receipt of Other Funding may result in a reduction in the Loan amount, such determination to be made by and within the discretion of the I-Bank.

(i) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(j) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit

to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded and maintained by an Authorized Officer of the I-Bank or a designee thereof, in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made by the I-Bank, and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan in the amount set forth in Exhibit C hereto for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto. Such disbursement shall be paid directly to the I-Bank by a draw on the proceeds of the Loan on behalf of the Borrower in satisfaction of the provisions hereof. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Principal and/or Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal then due and owing pursuant to the provisions of this Note; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal then due and payable, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Short-Term Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of

the Project in question has been certified for funding pursuant to the Act; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding pursuant to the Act; (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower has violated or otherwise failed to strictly comply with either (A) any one or more of the Terms and Conditions or (B) the Scheduling Milestone.

(e) Notwithstanding any provision of this Note to the contrary, commencing on the first May 1 or November 1, that occurs two (2) months after the completion of the construction of the Project as evidenced by a Construction Completion Certificate, the Borrower shall be obligated to pay Principal and Interest calculated as of the date of the Construction Completion Certificate. The Principal and Interest amounts due each May 1 and November 1 shall be set forth in a written schedule (the "Repayment Schedule") as provided to the Borrower by an Authorized Officer of the I-Bank no more than thirty (30) days after the date of the Construction Completion Certificate. In addition, on the first Payment Date the Borrower shall pay Interest, as calculated pursuant to this Note, from the date of the Construction Completion Certificate to the first Payment Date, and shall pay Interest on each subsequent Payment Date, as calculated pursuant to this Note, from the prior Payment Date to the subsequent Payment Date. Each payment date set forth in such Repayment Schedule shall be a "Payment Date" for purposes of this Note.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, strict compliance with the Terms and Conditions and the Scheduling Milestone (as required by

the provisions of Section 3(a) hereof); (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that (a) pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences as set forth in the Credit Policy, and (b) to the extent that an Event of Default has occurred hereunder due to the failure of the Borrower to strictly comply with the Scheduling Milestone (as required by the provisions of Section 3(a) hereof), the Project shall be subject to a reduction in base ranking as and to the extent provided in the Financial Plan. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Flemington, 38 Park Avenue, Flemington, New Jersey 08822, Attention: William J. Hance, Chief Financial Officer; and to the I-Bank at the following address: New

Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**BOROUGH OF FLEMINGTON, IN THE COUNTY
OF HUNTERDON, STATE OF NEW JERSEY**

BETSY DRIVER,
Mayor

(SEAL)

SALLIE GRAZIANO
Borough Clerk

WILLIAM J. HANCE,
Chief Financial Officer

EXHIBIT A

[Project Description]

[To be prepared by the I-Bank]

EXHIBIT B

[Project Costs]

[To be prepared by the I-Bank]

EXHIBIT C

[Project Schedule]

[To be prepared by the I-Bank]

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

DOC ID: 3408

ADOPTED

RESOLUTION 2021-49

**Authorizing Submission of a Request to the New Jersey
Department of Transportation for a 6-Month Extension for the
Hopewell Avenue Roadway Improvement Project**

BOROUGH OF FLEMINGTON, COUNTY OF HUNTERDON

WHEREAS, Hopewell Avenue is in need of improvement; and

WHEREAS, The Borough of Flemington has received funding from NJDOT and has executed an agreement for PRO 2019 - Hopewell Avenue Improvements for the above referenced project; and

WHEREAS, The Borough of Flemington must award a contract for the construction of the proposed improvements within 24 months of the executed agreement March 25, 2021; and

WHEREAS, The Borough Engineer has sent a letter to NJDOT requesting a 6-month extension for the project due to the Borough's Water and Sewer Utilities being in need of replacement and relocation prior to the bidding, award and subsequent construction of Hopewell Avenue;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington formally requests a 6-month extension in order to award the project as per the attached schedule.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign this resolution on behalf of the Borough of Flemington requesting the 6-month extension for award of the project.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

CLERK'S CERTIFICATION

Certified as a true copy of the Resolution adopted by the Council on this 25th day of January 2021. My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Sallie Graziano, RMC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Member
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-50

DOC ID: 3411

Authorizing the Renewal of Taxi Licenses for 2021

**BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON**

WHEREAS, Ordinance 2017-3 sets eligibility criteria for obtaining a Taxi Owner's License in Flemington Borough, including vehicle insurance and registration, vehicle inspection, criminal background checks, and driver's license history and provides for 10 licenses to be issued; and

WHEREAS, Ordinance 2018-21 describes the renewal process for Taxi Owner's Licenses; and

WHEREAS, the following companies have met the renewal criteria and submitted all necessary fees for renewal of Taxi Owner's Licenses in 2021:

Cosmos Taxi Service, License 21-30
Damas Taxi, License 21-01
Taxi El Pajarito, License 21-08
and;

WHEREAS, the Flemington Borough Police Department has inspected the vehicles used by these services and determined that they are in satisfactory condition to safely carry passengers;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Flemington in the County of Hunterdon, State of New Jersey, hereby approve the renewal of the above-listed Taxi Owner's Licenses, which will be effective from January 1, 2021 through December 31, 2021.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

CERTIFICATION

I, Sallie Graziano, Clerk of the Borough of Flemington, County of Hunterdon, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the governing body on January 25, 2021.

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jessica Hand, Council Member
SECONDER:	Jeremy Long, Council Vice President
AYES:	Giles-McCormick, Hand, Johnston, Long, Runion, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2021-51

DOC ID: 3418

**Amending the Agreement for the Sale of Borough Property to
Flemington Center Urban Renewal, LLC in Connection with a
Redevelopment Plan, Pursuant to N.J.S.A. 40A:12A-8(G)**

WHEREAS Flemington Borough Council, through Ordinance 2018-22 adopted December 10, 2018, approved a contract for the sale of real estate between the Borough and Flemington Center Urban Renewal, LLC, pursuant to the Redevelopment Law, *N.J.S.A.* 40A:20-1 et seq.; and

WHEREAS Flemington Borough and Flemington Center Urban Renewal, LLC desire to amend the agreement for the sale of Borough Property, including the attached form of lease for the police lot, as set forth in the attached documents;

NOW THEREFORE BE IT RESOLVED that the Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, hereby authorizes an amendment to the agreement for sale as described in the attached documents.

Adopted: January 25, 2021
Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [5 TO 1]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Caitlin Giles-McCormick, Council President
AYES:	Giles-McCormick, Hand, Johnston, Long, Tilly
NAYS:	Christopher Runion

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 01/25/21 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:

SCHEDULED

RESOLUTION 2021-53

DOC ID: 3420

**Authorizing Correction of Typographical and Technical
Errors in the Agreement for Sale of Borough Property to
Flemington Center Urban Renewal, LLC, and the Related
Lease of Police Department Space**

WHEREAS, it is beneficial to the Borough of Flemington that the Flemington Center Urban Renewal, LLC project, and the associated lease for Police Department space be adopted within a very tight schedule; and

WHEREAS, the agreements for the Sale of Borough Property and associated lease of Police Department space are complicated with input necessary from many stakeholders, and required an expedited process; and

WHEREAS, the Mayor and Council approved the documents necessary to accomplish the sale and associated lease; and

WHEREAS, in order to achieve the required deadlines in a timely fashion it is not possible or necessary to return to the Council for any minor corrections.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Attorney are hereby authorized to correct any typographical and/or technical errors in the documents, but not make any substantive changes.

Adopted: January 25, 2021

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk