

Mayor and Common Council Borough of Flemington

April 25, 2022

Council Meeting Room and Online

Call to Order

Mayor Driver called the meeting to order at 7:00 p.m. Attorney Leslie Parikh attended in place of Attorney St. Angelo. All Council members were present, with Ms. Rosetti attending through Zoom. The Mayor read the following statement:

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of April 25, 2022 was included in a list-of-meetings notice sent to the Hunterdon County Democrat and Courier-News on Jan. 5, 2022, posted on the bulletin board at Borough Hall on that date, and has remained continuously posted as required. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Borough Clerk.

Work Session (7:00 PM)

Presentation by Prevention Resources regarding the Open Door Recovery Center and Hunterdon's Stigma-Free Task Force - Amy Hicks and Karen Widico Ms. Hicks discussed the efforts of the Hunterdon County Stigma-Free Task Force and shared some ideas of how communities can work together to ease the stigma of mental health issues. She has a toolkit available to share letters, posters, event ideas and more.

She also discussed the Open Door Recovery Center, located at 5 E. Main St., which is a peer-run community center for people struggling with substance use issues. They offer resources, counseling, sober recreational opportunities and more.

Ms. Widico said she's seen a shift toward more stigma-free communities. The session ended at 7:16 p.m. and Council adjourned until the start of the regular meeting at 7:30 p.m.

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
Jessica Hand	Council Vice President	Present	
Malik Johnston	Council Member	Present	
Jeremy Long	Council President	Present	
Tony Parker	Council Member	Present	
Elizabeth Rosetti	Council Member	Present	
Kimberly Tilly	Council Member	Present	
Betsy Driver	Mayor	Present	

I. Mayor's Report

Mayor Driver said the Courthouse Square project is moving toward the next stage. With the final building on the site down, digging and setting footings will be next.

Road projects on Hopewell and Dewey avenues have been delayed because there's a supply-chain issue with the pipes.

The Liberty Village redevelopment committee is meeting this week and finishing up work on the Redeveloper's Agreement.

Mulch is available, but the quality isn't great this year.

II. Council Members' Reports

Council Member Johnston

Mr. Johnston reminded people that the Samuel Fleming House has an open house planned on May 7.

Council Vice President Hand

Ms. Hand discussed the work session and the Open Door Recovery Center at 5 E. Main St.

On Sunday at 2 p.m. the townwide cleanup will take place. Meet at the Borough Garage at 8 Main St. (rear).

The Environmental Commission will meet by Zoom on May 16.

Council President Long

Mr. Long reviewed March Police statistics. There were 229 motor vehicle summonses in March, compared to 176 in February. In March there were also 3,338 CAD incidents, 36 investigations, and 32 accidents. Shoplifting and thefts have been reported, and police are happy to meet with business owners to help train their staffs.

The police station, at 100 Main St., is participating in the Drug Enforcement Agency's Take Back event on April 30. From 10 a.m. to 2 p.m., people can drop off unwanted medication - except no needles, liquids or inhalers.

Regarding loud exhausts, police have made 20 stops so far. He did a ride-along with Cpl. Hribik and Patrol Officer Aquino and said it was very enlightening.

FCP- Event listings have been updated. Flowers for the planters will arrive in June.

Parking signs are being redone. Proposals are being accepted for art murals. He reminded residents that New Jersey's single-use plastic bag ban starts May 4.

People should email Mr. Long if they'd like to participate in events to promote citizen engagement.

Council Member Tilly

Ms. Tilly has almost completed her CERT training. She welcomed Mr. Parker to Council. She said the HPC is gearing up for a house tour in 2023.

Fireworks will be held this year, on July 3 (rain date July 5) at RFIS.

This weekend is the townwide yard sale.

The Open Door Recovery Center is in the Family Harvest building on East Main Street. She encouraged people to visit their open house.

Council Member Parker

Mr. Parker is awaiting his council assignments and had no report for this meeting.

Council Member Rosetti

Ms. Rosetti discussed the community cleanup planned Sunday, May 1, starting at 2 p.m.

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

No comments.

IV. Approval of Minutes

Motion To: **Approve Minutes: April 11, 2022 Regular Council Meeting**

RESULT:	APPROVED [5 TO 0]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti
ABSTAIN:	Kimberly Tilly

Motion To: **Approve Minutes: April 11, 2022 Executive Session**

RESULT:	APPROVED [5 TO 0]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti
ABSTAIN:	Kimberly Tilly

Consent Agenda

Moved by Hand; Seconded by Tilly. All members voted in favor.

1. RESOLUTION 2022-111: DESIGNATING THE MONTH OF MAY AS "BAG UP NJ" MONTH
2. RESOLUTION 2022-112: DESIGNATING FLEMINGTON BOROUGH A STIGMA-FREE COMMUNITY
3. RESOLUTION 2022-118: DECLARING APRIL 28, 2022 AS ARBOR DAY IN THE BOROUGH OF FLEMINGTON

Regular Agenda

1. SECOND READING, ORDINANCE 2022-5: CALENDAR YEAR 2022 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET COST OF LIVING ALLOWANCE AND TO ESTABLISH A CAP BANK WHEN THE COLA IS EQUAL TO OR LESS THAN 2.5 PERCENT (N.J.S.A. 40A:4-45.14)

Motion to open public hearing: Tilly, seconded by Hand. All voted yes to open. Hearing opened at 7:51 p.m. No Comments.

Motion to close hearing: Tilly, seconded by Hand. All voted yes to close. Hearing closed at 7:52 p.m.

No Council comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

2. SECOND READING, ORDINANCE 2022-6: AMENDING SECTION 7-4.2 OF THE CODE OF THE BOROUGH OF FLEMINGTON REGARDING PARKING DURING SNOW EMERGENCIES

Motion to open public hearing: Tilly, seconded by Long. All voted yes to open hearing. Hearing opened at 7:53 p.m. No comments.

Motion to close hearing: Tilly, seconded by Long. All voted yes to close hearing. Hearing closed at 7:54 p.m.

Mayor Driver said this ordinance cleans up and modernizes the language, and describes how snow emergencies are declared.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

3. RESOLUTION 2022-113: REAPPOINTING THE INTERIM MUNICIPAL COURT ADMINISTRATOR FOR A SECOND ONE-YEAR TERM

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

4. RESOLUTION 2022-114: AUTHORIZING THE CLOSURE OF MAIN STREET BETWEEN BLOOMFIELD AVENUE AND CAPNER STREET ON MAY 26, 2022 FROM 5:00 P.M. TO 8:00 P.M. FOR A THURSDAY NIGHT LIGHTS EVENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jessica Hand, Council Vice President
SECONDER: Kimberly Tilly, Council Member
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

5. RESOLUTION 2022-115: AUTHORIZING FIREWORKS ON JULY 3, 2022 WITH A RAIN DATE OF JULY 5, 2022, AUTHORIZING ROAD CLOSURES AND WAIVING THE PERMIT FEE

Mayor Driver noted that the fireworks company has kept the \$15,000 payment made several years ago and is applying that to this year's fireworks. The total cost has risen an additional \$3,000 due to a rise in the cost of supplies.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kimberly Tilly, Council Member
SECONDER: Jeremy Long, Council President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

6. RESOLUTION 2022-116: AUTHORIZING THE CLOSURE OF MAIN STREET BETWEEN WILLIAM AND MINE STREETS ON JUNE 30, 2022 FROM 4 P.M. TO 9 P.M. FOR A QUEEN FOR A NIGHT EVENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeremy Long, Council President
SECONDER: Jessica Hand, Council Vice President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

7. RESOLUTION 2022-117: AUTHORIZING THE HIRING OF KYLE RUDGERS TO ADMINISTER THE NJ DEPARTMENT OF COMMUNITY AFFAIRS NEIGHBORHOOD PRESERVATION PROGRAM GRANT RECEIVED BY FLEMINGTON BOROUGH

Mr. Rudgers was interviewed by Council regarding his experience and his approach.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeremy Long, Council President
SECONDER: Kimberly Tilly, Council Member
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

8. RESOLUTION 2022-119: AUTHORIZING THE RETENTION OF BEACON PLANNING TO UNDERTAKE A FINANCIAL ANALYSIS OF THE ECONOMIC IMPACT OF A REDEVELOPMENT PROPOSAL AND PROPOSED FINANCIAL AGREEMENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kimberly Tilly, Council Member
SECONDER: Malik Johnston, Council Member
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

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

No comments.

VI. Attorney's Report

Attorney Parikh was covering the meeting for Borough Attorney St. Angelo, who was unable to attend. No report was given.

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

None needed.

VIII. Adjournment

Motion To: **Adjourn**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jessica Hand, Council Vice President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

The meeting adjourned at 8:35 p.m.

Attest: Sallie Graziano
Sallie Graziano, Borough Clerk

Approved by Council 5/9/2022.

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2022-111

DOC ID: 3792

Designating the Month of May as "Bag Up NJ" Month

WHEREAS, P.L.202, c.117, signed into law on November 4, 2020 is the most progressive disposable bag law in the country, with the goal of phasing out single-use plastic and paper bags and encouraging the use of reusable bags throughout New Jersey; and

WHEREAS, New Jersey is working to reduce reliance on single-use products to ensure that future generations have a clean and healthy environment to live, work, and recreate in; and

WHEREAS, banning or limiting the use of single-use plastic and paper carryout bags is a significant step in this effort; and

WHEREAS, the New Jersey Clean Communities Council, the New Jersey Department of Environmental Protection, the New Jersey Department of State, policymakers, environmental and business groups, as well as other stakeholders, are working together to educate consumers, businesses, and communities about the new law and encouraging residents to "Bag Up" before the ban on single-use plastic bags goes into effect on May 4, 2022; and

WHEREAS, this statewide public education campaign will provide residents, businesses and visitors with information about the types of reusable and sustainable bags and containers that they may use and where to access these products.

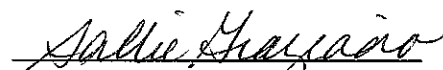
NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Flemington that it is critical to begin educating the public about this new law; and

BE IT FURTHER RESOLVED, that one way to gain important recognition is to deem the month of May each year as "Bag Up NJ" month in Flemington Borough, as a further reminder that all residents should bring their own reusable bags to the store; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be transmitted to the NJ Clean Communities Council, and the New Jersey State League of Municipalities.

Adopted: April 25, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Vice President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

DOC ID: 3793

ADOPTED

RESOLUTION 2022-112

Designating Flemington Borough a Stigma-Free Community

WHEREAS, Flemington Borough recognizes that one in four Americans has experienced mental illness, including substance use disorders, in a given year according to the National Institute of Mental Health; and

WHEREAS, mental health problems are more common than cancer and heart disease combined, affecting children and adults, including more than half of our Iraq and Afghanistan veterans treated at Veteran's Administration hospitals; and

WHEREAS, the stigma associated with the disease of mental illness is identified as the primary reason individuals fail to seek the help they need to recover from the disease; and

WHEREAS, Stigma-Free Communities aim to inspire public interest and open dialogues about stigma, raise awareness of the disease of mental illness and create a culture wherein residents who have the disease of mental illness feel supported by their community and neighbors and feel free to seek treatment for the disease without fear of stigma; and

WHEREAS, local resources are available to treat the disease of mental illness so no one resident needs to suffer alone or feel hopeless; and


WHEREAS, establishing Stigma-Free Communities will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so recovery can begin, hope is inspired, and tragedies are avoided; and


WHEREAS, the Hunterdon County Board of Chosen Freeholders, along with the Hunterdon County Department of Human Services, supports the designation of Stigma-Free Communities in every municipality;

NOW, THEREFORE, BE IT RESOLVED that Flemington Borough recognizes the community needs and designates Flemington Borough as a Stigma-Free Community.

Adopted: April 25, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Vice President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3767

ADOPTED

RESOLUTION 2022-113

Reappointing the Interim Municipal Court Administrator for a Second One-Year Term

WHEREAS, Interim Municipal Court Administrator Olivia Barrick was appointed by Resolution 2021-99 to a one-year term, pursuant to N.J.S.A. 2B:12-11(e) since she does not hold a municipal court administrator certificate; and

WHEREAS, her current term expires on May 9, 2022; and

WHEREAS, the statute allows the governing body to appoint a person as a Municipal Court Administrator who is not a certified Municipal Court Administrator on an interim basis, for a period not to exceed one year commencing on the date of the appointment; and

WHEREAS, the statute further states, "Any person so appointed may, in consultation with the judge of the municipal court, be reappointed as a municipal court administrator, on an interim basis, for two subsequent one-year terms. The municipal court administrator appointed on an interim basis may be reappointed for a fourth and, if necessary, a fifth additional one-year term, provided the municipal court administrator is currently enrolled in the certification program and needs additional time to complete that program;" and

WHEREAS, Ms. Barrick has the enthusiastic support of Municipal Judge Eric Perkins; and

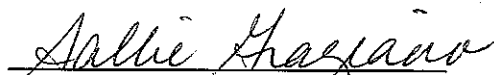
WHEREAS, Ms. Barrick's certification project proposal was approved by the Municipal Court Administrator Certification Board and her work on it is progressing;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that Olivia Barrick be reappointed as the interim Court Administrator for Flemington Municipal Court effective May 10, 2022 through May 9, 2023, at an annual salary as indicated in the annual salary ordinance.

BE IT FURTHER RESOLVED that Ms. Barrick's salary be increased by \$2,000 upon proof of completion of her certification as a court administrator.

Adopted: April 25, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2022-114

DOC ID: 3794

Authorizing the Closure of Main Street Between Bloomfield Avenue and Capner Street on May 26, 2022 from 5:00 P.M. to 8:00 P.M. for a Thursday Night Lights Event

Borough of Flemington
County of Hunterdon

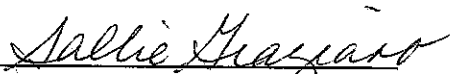
WHEREAS, the Flemington Community Partnership has requested the closure of Main Street on Thursday, May 26, 2022, between Bloomfield Avenue and Capner Street from 5:00 p.m. to 8:00 p.m.; and

WHEREAS, the Flemington Borough Police Department has reviewed this request and has approved the closure as requested;

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 requested road closure as outlined above is approved for a Thursday Night Lights event to be held on May 26, 2022

Adopted: April 25, 2022

ATTEST:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jessica Hand, Council Vice President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3795

ADOPTED

RESOLUTION 2022-115

Authorizing Fireworks on July 3, 2022 with a Rain Date of July 5, 2022, Authorizing Road Closures and Waiving the Permit Fee

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, the Flemington Parks and Recreation Committee has requested permission to hold fireworks on July 3rd, 2022 with a rain date of July 5th, 2022 at the Reading Fleming Intermediate School (RFIS); and

WHEREAS, the fireworks organizers have requested the fee for the permit be waived; and

WHEREAS, the fireworks organizers have requested that the RFIS property be closed, along with Allen Street from Court Street to Youngs Drive, Capner Street from the Borough Line to Abbott Court, and Court Street from Allen Street to Park Avenue, from 6:00 PM to 10:00 PM; and

WHEREAS, the Flemington Borough Police Department has reviewed and approved the request for the street closures;

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 request submitted by the fireworks organizers to hold the fireworks on July 3, 2022 with a rain date of July 5, 2022 at RFIS is hereby approved.

BE IT FURTHER RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey that the permit fee is waived.


BE IT FURTHER RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that the RFIS property and street closures requested are approved.

BE IT FURTHER RESOLVED that Borough officials and representatives as needed are authorized to sign documents to support the fireworks display described above.

Adopted: April 25, 2022

Attest:

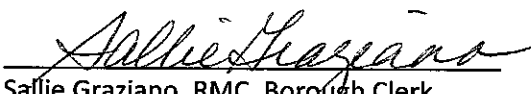

Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jeremy Long, Council President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

CLERK'S CERTIFICATION

I hereby certify that this is a true copy of the resolution adopted at the Flemington Borough Council meeting held on April 25, 2022.


Sallie Graziano, RMC, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3797

ADOPTED

RESOLUTION 2022-116

Authorizing the Closure of Main Street Between William and Mine Streets on June 30, 2022 from 4 P.M. to 9 P.M. for a Queen for a Night Event

Borough of Flemington
County of Hunterdon

WHEREAS, the Flemington Community Partnership has requested the closure of Main Street on Thursday, June 30, 2022, between William and Mine Streets from 4:00 p.m. to 9:00 p.m.; and

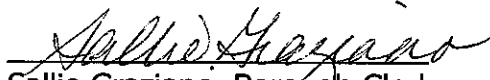
WHEREAS, the Flemington Borough Police Department has reviewed this request and has approved the closure as requested;

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 requested road closure as outlined above is approved for a Queen for a Night event to be held on June 30, 2022.

Adopted: April 25, 2022

Attest:



Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3796

ADOPTED

RESOLUTION 2022-117

Authorizing the Hiring of Kyle Rudgers to Administer the NJ Department of Community Affairs Neighborhood Preservation Program Grant Received by Flemington Borough

WHEREAS, the Borough of Flemington was awarded a grant in 2021 from the NJ Department of Community Affairs Neighborhood Preservation Program (NPP) and;

WHEREAS, the Borough of Flemington adopted Resolution 2021-177 on August 23, 2021, authorizing a Memorandum of Understanding between the Borough and the Flemington Community Partnership (FCP) regarding the oversight, management and use of Neighborhood Preservation Program grant funds; and

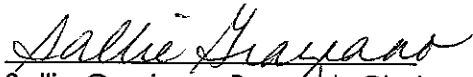
WHEREAS, this agreement requires the FCP to hire a professional staff member to administer the grant funding, with \$25,000 of the administrator's annual salary coming from the grant funding received by the Borough from the NJ Department of Community Affairs; and

WHEREAS, the FCP has identified Kyle Rudgers as the best candidate for the position;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington authorizes the hiring of Kyle Rudgers as NPP grant administrator, according to the terms of the attached Memorandum of Understanding.

Adopted: April 25, 2022

Attest:



Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Clerk's Certification

I, Sallie Graziano, RMC, 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 April 25, 2022.


Sallie Graziano, RMC, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3798

ADOPTED

RESOLUTION 2022-118

Declaring April 28, 2022 as Arbor Day in the Borough of Flemington

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and


Whereas, trees in our borough increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

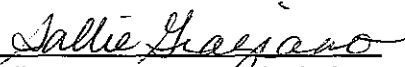
Now, Therefore, Be It Resolved that the Mayor and Council of the Borough of Flemington declare April 28, 2022 as Arbor Day in the Borough of Flemington; and

Be It Further Resolved that the Mayor and Council encourage all residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Adopted: April 25, 2022
Attest:



Betsy Driver, Mayor



Sallie Graziano, Borough Clerk

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jessica Hand, Council Vice President
SECONDER:	Kimberly Tilly, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3799

ADOPTED

RESOLUTION 2022-119

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 23 acres of property within the Borough as area in need of redevelopment ("Redevelopment Area"); and

WHEREAS, by Ordinance 2021-28, on December 13, 2021, the Borough adopted a redevelopment plan that included the Redevelopment Area which plan is known as the Liberty Village 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 HBC Liberty Village, LLC ("Redeveloper") for the potential redevelopment of the Redevelopment 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 Redevelopment Area; 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

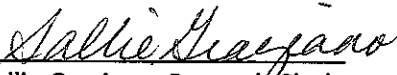
WHEREAS, funds are or will be available for this purpose; and

NOW, THEREFORE BE IT RESOLVED by the Borough of Flemington Council, 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: April 25, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Malik Johnston, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Clerk's Certification

I, Sallie Graziano, RMC, 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 April 25, 2022.


Sallie Graziano, RMC, Borough Clerk

BEACON

BEACON PLANNING AND CONSULTING SERVICES, LLC
315 STATE HIGHWAY 34, SUITE 129
COLTS NECK, NEW JERSEY 07722
TEL: 732.845.8103

February 22, 2022

Via electronic mail (abrewer@mfhenvlaw.com)
Borough of Flemington
38 Park Avenue
Flemington, New Jersey 08822
c/o Andrew Brewer, Esq.
Maraziti Falcon, LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, New Jersey 07927

re: Professional Consulting Services
Redevelopment Project Review
Liberty Village
NJ Route 12, Stangl Road, and Church Street
Block 35, Lots 22, 23, 24, 25, 31, 53, 54, 69, 70 and 71
Our file #A22068

Dear Mr. Brewer:

Thank you for the opportunity to present this proposal for professional services related to a fiscal review of a proposed redevelopment project. It is our understanding that the scope of the project is approximately 375 residential units with an affordable housing set aside, as well as a modest commercial component. The core issue, as we understand it, is a review of the project pro forma for the identification of reasonable assumptions and allocations and assistance with the negotiation of a redevelopment agreement and a financial agreement.

Beacon Planning has extensive experience in guiding communities through the redevelopment process, particularly in evaluating financial considerations. The depth our in-house resources, which include real estate professionals, an economist and an appraiser, have been a key component in the satisfaction expressed by our clients.

We have provided redevelopment and PILOT review services to numerous communities throughout the State of New Jersey, including the Township of Livingston, Toms River Township, the City of Perth Amboy, the Borough of Carteret, the Borough of Tinton Falls, the City of South Amboy and the Borough of Palmyra. We also provide due diligence services to such national and regional construction lenders as PNC Bank, Capital One Bank, Investors Bank

and Provident Bank. Beacon Planning has extensive experience in assisting communities in evaluating financial considerations of development/redevelopment projects. The depth of our in-house resources, which include real estate professionals, an economist and an appraiser, have been a key component in the satisfaction expressed by our clients. I have lectured on the topic of redevelopment, redeveloper selection and PILOT analysis at conferences and classes sponsored by the New Jersey Redevelopment Authority, New Jersey Future, the League of Municipalities, PlanSmart NJ and Monmouth University.

We understand Flemington Borough has selected a potential redeveloper and now seeks professional assistance with evaluating the project concept and pro forma. It is our understanding that project specific financial information will be provided to the Borough by the redeveloper, and that this information will serve as the primary basis for the requested financial analysis. Towards that end, we are pleased to submit this proposal for professional services concerning the above project as follows:

Scope of Services

A. Review of Project Assumptions:

Beacon Planning will undertake a review of the project cost, revenue, and income projections and proforma analysis in order to opine on the validity of assumptions. Beacon assumes that the redeveloper and/or the redeveloper's team have prepared estimates, projections and pro formas to be reviewed. Additional supporting documents to be provided by the redeveloper may include market studies for each component of the undertaking. BPCS will rely upon our internal database of costs supplemented by resources generally accepted by the industry, such as Mean's Construction Cost Data and/or Marshall and Swift.

In order to commence our initial review, we will require the following documentation and cooperation:

- Copy of the development proposal for the property;
- Pro forma prepared by the developer indicating components anticipated in the project and, if available, anticipated development costs, construction costs, projected rents or sales prices, and an explanation of market assumptions utilized to prepare the document;
- Access to the Borough Tax Assessor in order to estimate values and project tax revenues under a conventional tax structure.

Beacon Planning, upon reviewing the referenced information, may determine that more specific information is required in order to meet the goals and objectives of the Borough, and therefore reserves the right to request additional data throughout the review period.

B. PILOT Analysis

Beacon Planning will model the proposed PILOT structure for each component and opine regarding the validity of the assumptions that may be considered by the Borough in making the decision to participate in the PILOT.

C. Community Impact Statement Review (Upon Request)

Beacon Planning will review the redeveloper's fiscal impact assumptions and analysis. BPCS assumes the redeveloper will prepare a community impact statement addressing such items as: demographics, municipal services, school age children generation and associated costs in comparison to project tax revenues.

D. Meeting Attendance

Beacon Planning will be available to attend meetings with representatives of Flemington and its professionals in order to provide financial and professional planning opinions and guidance. Meeting attendance will be on an as needed basis at the request of the Borough.

Professional services related to Tasks A through D will be provided on a Time and Expense basis pursuant to the General Terms and Conditions attached hereto and incorporated into this proposal for professional services. While it is difficult to estimate costs until the full scope of documentation is made available for review, for budgeting purposes, we would estimate: Task A at \$2,500.00 to \$3,500.00; Task B at \$4,000.00 to \$5,000.00; Task C at \$2,000.00 to \$3,000.00; and Task D (meeting attendance) at \$2,500.00 to \$3,000.00 assuming up to 4 meetings with the Council and Borough staff. BPCS reserves the right to modify the estimate as information is provided and reviewed. Monthly invoicing will be provided indicating hours billed. Additional services and meeting attendance, including assistance going forward in negotiating terms of agreements with the redeveloper, will be invoiced on a Time and Expense basis.

Responsibilities of Client

Beacon Planning will rely upon the accuracy of any and all information submitted to us by the redeveloper, the Borough of Flemington and its professionals in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.

Limitations and Assumptions

The provision of services pursuant to this agreement is based on the following limitations and assumptions:

1. BPCS agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions that are just and reasonable to you. However, because of the uncertainty of land use matters, the interpretation and changes in laws
-

and ordinances, and many unknown factors, including subjective opinions and positions of the factors and of the parties participating in the case or matter, BPCS cannot and does not warrant, predict or guarantee results or the final outcome of any matter or issue.

2. This proposal does not include any exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other types of contaminants on the site, traffic studies, offsite infrastructure studies, off-site improvement design, off-site analysis of any drainage facilities downstream of the site, land surveying, NJDEP permitting, regional or municipal pump station design, off-tract utility extension design, construction management, or any other item not specifically listed in this proposal. Printing costs will be billed as a reimbursable expense.
3. Meeting attendance will require your authorization and we would bill our services in accordance with the attached fee schedule.

We appreciate the opportunity to submit this proposal and look forward to working with you on this undertaking. If you would like us to proceed as outlined, please sign where indicated below and return a copy of this Agreement along with a purchase order and billing instructions to my attention. Once again, thank you for your consideration of Beacon Planning.


Sincerely,

Very truly yours,

/s/ Andrew W. Janiw

Andrew W. Janiw, PP, AICP
Principal

Accepted and Agreed to this
15th day of April, 2022


By: _____

2022 SCHEDULE OF HOURLY RATES

Principals	\$220.00 per hour
Project Professional	\$180.00 per hour
Project Assistant	\$140.00 per hour
Administrative Support	\$90.00 per hour
Fax	\$0.25 per page
Standard reproduction (letter or legal size)	\$0.10 per page
Out-of-pocket expenses	Cost
Outside services	Cost

BEACON PLANNING AND CONSULTING SERVICES, L.L.C.

GENERAL CONDITIONS OF SERVICE

Client: Borough of Flemington
Project: Professional Planning Services/Liberty Village
Project Number: A22068
Date: February 22, 2022

1.0 BILLING AND PAYMENT

RETAINER. The Client shall make an initial retainer payment of \$0.00 upon execution of this Agreement. Beacon Planning and Consulting Services, L.L.C. (Beacon) will hold and apply this retainer to the final invoice, as stipulated in the proposal.

REIMBURSABLE EXPENSES. Client shall pay Beacon for reimbursable expenses, including application fees, printing and reproduction, courier and express delivery service, bulk and special mailings, facsimile transmissions, computer design technology, specialized equipment and laboratory charges, costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice.

INVOICES. Beacon shall submit invoices monthly and payment in full is due upon presentation. Our invoices are due and payable upon receipt since there is generally a relatively significant time lag between the rendering of our services and the submission of our statement.

INTEREST. If any invoice is not paid in full within thirty (30) days of receipt, the Client shall pay as interest an additional charge of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) per month of the **PAST DUE** amount. Payment after that shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Agreement, Beacon shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by Beacon in connection therewith.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, Beacon may suspend performance of services at any time after providing notice to the Client. Beacon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

PAYMENT OF INVOICES. Payment of invoices is not subject to unilateral discounting or set-offs by the Client, and payment for actual services rendered is due despite suspension or termination of this Agreement by either party. Invoices will be deemed accepted without challenge or dispute fourteen days after the date of the invoice. The client shall immediately notify Beacon, in writing, of any questions or disputes related to invoicing and charges contained therein or shall otherwise forfeit rights to dispute charges contained therein after said fourteen days.

2.0 FEE DURATION

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Beacon.

The hourly rates charged for Beacon employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Beacon and consistent with Beacon's overall compensation practices and procedures.

Where Lump Sum Contracts are signed, and the services provided by Beacon extends beyond a date months after the date of the execution of this Agreement, the quoted prices shall be subject to an increase in accordance with the NY/NJ Consumer Price Index, using the date of this Agreement as a base. In the event that a Lump Sum Contract item is partially completed at such time that the lump sum price is to be adjusted, the balance of the lump sum fee still to be billed as of the anniversary date shall be increased based on the NY/NJ Consumer Price Index as indicated above.

3.0 SCOPE OF SERVICES

Descriptions of the Services to be provided by Beacon are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services are excluded from the scope of Beacon's services and Beacon assumes no responsibility to perform such additional services under the base Contract. If additional work becomes necessary during the course of the project, Beacon can perform such Additional Services in accordance with a written Agreement between the Client and Beacon setting forth the additional services and fees.

4.0 STANDARD OF CARE

The standard of care for services performed or furnished by Beacon under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality based on facts and information available at the time services are provided.

5.0 INSURANCE

Beacon shall maintain, at its own expense, Workers Compensation insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client

6.0 CONSTRUCTION OBSERVATION SERVICES

If the Scope of Services for this Agreement includes due diligence and/or construction observation services, then the following provisions shall apply:

- A. During the project construction phase, Beacon shall consult with and advise Client and act as Client's representative as provided in the Scope of Services. The extent and limitations of the duties, responsibilities and authority of Beacon as outlined in the Scope of Services shall not be modified, except as Beacon and Client may otherwise agree in writing.
- B. Beacon's services during the Construction phase are intended to provide Client a greater degree of confidence that the Completed work of Contractor will conform in general to the approved plans and related documents and to provide a general opinion of value of work-in-place based on published references typically utilized in the industry. Beacon shall not, during visits to the project site or as a result of observation of Contractors work in progress, supervise, direct or have control over Contractor's work nor shall Beacon have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractors furnishing and performing the work. Accordingly, Beacon neither guarantees the performance of any Contractor nor assumes responsibility for any Contractors failure to furnish and perform its work in accordance with the Contract Documents.
- C. Beacon is not a guarantor or insurer of the adequacy or sufficiency of the plans and specifications reviewed for any project nor is Beacon guaranteeing code compliance or anyone's ability to complete the project for the budget supplied. Beacon's conclusions will be based on information provided by third parties and the conclusions are subject to the same limitations imposed by the providing parties. No warranty or representation will be made as to the accuracy of information obtained from third parties and it will be submitted subject to errors, omissions and changes. Beacon reserves the right to amend our findings if new or updated information is provided or uncovered. Beacon does not assume the responsibilities of the design professionals. Beacon's services are being rendered solely as an advisor.

7.0 INDEMNIFICATION

Beacon agrees subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by Beacon's negligent acts, errors or omissions in the performance of professional Services under this Agreement.

The Client agrees to indemnify and hold Beacon harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Beacon is not obligated to indemnify the Client for the Client's own negligence.

8.0 LIMITATION OF LIABILITY

Client and Beacon recognize and agree that Beacon's liability for any and all claims or actions, regardless of how arising, shall be limited to the total sum of \$25,000.00, or Beacon's total fee for services rendered on this project, whichever is less. Client hereby releases Beacon from any liability above such amount. Such claims and causes include, but are not limited to negligence, professional error or omissions, strict liability, breach of contract or breach of warranty. In no event shall Beacon be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any Service furnished under this agreement.

9.0 OWNERSHIP AND REUSE OF DOCUMENTS

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Beacon pursuant to this Agreement ("Documents") are and remain the property of Beacon as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Client or others in extensions of this project or on any other project. Any reuse of the Documents without the written approval by Beacon will be at the Client's sole risk and without liability or legal exposure to Beacon. The Client shall indemnify, defend and hold harmless Beacon from and against any claims, damages or losses including attorney's fees and costs, arising out of or resulting therefrom.

Beacon grants to the Client and only the Client a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the Documents, to the extent necessary for the Client to undertake the project. Beacon shall retain all common law, statutory and other reserved rights to the Documents, including the copyright thereto. Both the Client and Beacon agree that none of the services or Documents provided by Beacon are "work made for hire" as defined in the Copyright Act.

10.0 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Beacon, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use or profit.

11.0 DELAYS

Beacon is not responsible for delays caused by factors beyond Beacon's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Beacon's reasonable control occur, the Client agrees that Beacon is not responsible for damages, nor shall Beacon be deemed to be in default of this Agreement.

12.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that Beacon's services in connection with the project shall not subject Beacon's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Beacon, a New Jersey limited liability corporation, and not against any of Beacon's employees, officers or directors.

13.0 OVERTIME SERVICES

For professional services billed on an hourly basis, Beacon shall bill all overtime services performed by hourly wage earners (non-exempt employees) at one and one-half (1 1/2) times the standard hourly rate.

14.0 OPINIONS OF PROBABLE COST OR VALUE OF WORK-IN-PLACE

In reviewing Beacon's opinions of probable construction cost or opinion of value of work-in-place, the Client understands that Beacon has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs or value of work-in-place provided by Beacon are to be made based on Beacon's qualifications and experience as well as on published standards typically utilized in the industry. Beacon makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

15.0 HAZARDOUS MATERIALS

It is acknowledged by both parties that Beacon's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Beacon or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Beacon's services, Beacon may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the job site is in full compliance with applicable laws.

16.0 GOVERNING LAW

The laws of the State of New Jersey will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey.

17.0 SURVIVAL

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Beacon under this Agreement or the termination of this Agreement for any reason.

18.0 ENTIRE AGREEMENT

This Agreement (consisting of (1) Proposal Scope of Services and (2) General Conditions) comprises the final and complete agreement between the Client and Beacon. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions Contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Beacon.

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3773

ADOPTED

ORDINANCE 2022-5

Calendar Year 2022 Ordinance to Exceed the Municipal Budget Cost of Living Allowance and to Establish a Cap Bank When the COLA is Equal to or Less Than 2.5 Percent (N.J.S.A. 40A:4-45.14)

Flemington Borough, Hunterdon County

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% or the Cost-of-Living Adjustment (COLA), whichever is less, over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A:4-45.14 provides that a municipality may, in any year in which the COLA is equal to or less than 2.5%, increase its final appropriations by a percentage greater than the COLA, but not to exceed the 3.5% rate as specified in the law, when authorized by ordinance; and,

WHEREAS, the COLA for 2022 has been certified by the Director of the Division of Local Government Services in the Department of Community Affairs as 2.5% and,

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, in any year in which the COLA is equal to or less than 2.5%, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Flemington in the County of Hunterdon finds it advisable and necessary to increase its 2022 budget by more than 2.50% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$49,987.41 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Flemington, in the County of Hunterdon, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the 2022 budget year, the final appropriations of the Borough of Flemington shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$174,955.94 and that the 2022 municipal budget for the Borough of Flemington be approved and adopted in accordance with this ordinance; and,

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

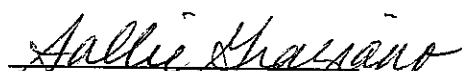
BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

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

Introduced: April 11, 2022

Adopted: April 25, 2022

Attest:

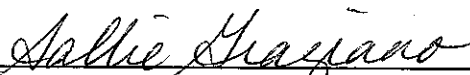

Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

CLERK'S CERTIFICATION

I hereby certify that this is a true copy of the ordinance introduced at the Flemington Borough Council meeting held on April 11, 2022, and finally adopted at the Flemington Borough Council meeting held on April 25, 2022.


Sallie Graziano, RMC, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 04/25/22 07:30 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3772

ADOPTED

ORDINANCE 2022-6

**Amending Section 7-4.2 of the Code of the Borough of
Flemington Regarding Parking During Snow Emergencies**

WHEREAS, the Code of the Borough of Flemington prohibits parking on streets and certain parking lots during snowstorms; and

WHEREAS, the Borough Council wishes to clarify that the prohibitions are only in effect when the Borough of Flemington has declared a "snow emergency;" and

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

Section 1. Section 7-4.2 of the Code of the Borough of Flemington, entitled "Parking Prohibited During State of Emergency," shall be amended as follows:

a. **Parking During a Snow Emergency.** Streets and highways.

1. Whenever snow has fallen **and the Borough of Flemington declares a snow emergency** and ~~the accumulation is such that it covers the street or highway, an emergency shall exist and~~ no vehicle shall be parked on any street or highway in the Borough of Flemington. The above parking prohibition shall remain in effect after the snow has ceased until the **declaration of a snow emergency is lifted** ~~streets have been plowed sufficiently and to the extent that parking will not interfere with the normal flow of traffic.~~

2. Municipal parking lots. Whenever snow has fallen and **the Borough of Flemington declares a snow emergency** ~~the accumulation is such that it covers any municipal parking lot, an emergency shall exist and~~ no vehicle shall be parked in any municipal parking lot in the Borough of Flemington. **The above parking prohibition shall remain in effect after the snow has ceased until the declaration of a snow emergency is lifted**

3. Exceptions: Residential - Snow emergency parking.

(a) Any vehicle that is parked in a designated "Residential - Snow Emergency Parking" area located within a municipal parking lot.

(1) Areas #1, #2, #3, #4 and #5;

(2) Parking lot located to the rear of the Flemington Borough Hall and Fire House, 38 Park Avenue.

4. **Declaration of a Snow Emergency.**

(a) **When in the opinion of the Chief of Police, in consultation with the Mayor, Office of Emergency Management Coordinator, and Department of Public Works Supervisor, the actual or expected precipitation of snow will create hazardous or dangerous street and highway conditions for vehicular or pedestrian traffic, he/she may in the manner set forth herein, declare that a snow emergency exists in the Borough or in a section or sections thereof.**

(b) **The Chief of Police shall immediately inform the public of the snow emergency by issuing a statement in a manner determined in consultation with the Mayor, Office of Emergency Management Coordinator, and Department of Public Works Supervisor.**

(c) **The Chief of Police may declare any snow emergency route or any part of a snow emergency route to be free from the restrictions herein imposed, or the snow emergency terminated, when in his/her opinion the weather or street**

conditions warrant such a determination. The Chief of Police shall give notice of this determination in the manner provided for in paragraph b of this section.

b. Parking During a Declared Local or State Emergency Due to Snow or Hazardous Weather Conditions.

1. Whenever a state of emergency has been declared in compliance with the N.J.S.A. App. A:9-1 et seq. as a result of snow or other hazardous weather conditions, no vehicle shall be parked on any street, highway, or municipal parking lot in the Borough of Flemington.

2. Exceptions: Residential - Snow or other weather emergency parking.

(a) Any vehicle that is parked in a designated "Residential - Snow Emergency Parking" area located within a municipal parking lot.

(1) Areas #1, #2, #3, #4 and #5;

(2) Parking lot located to the rear of the Flemington Borough Hall and Fire House, 38 Park Avenue.

c. Parking During Other Declared Emergencies, Traffic Conditions, or Public Events Where Signage is Posted.

1. Upon the declaration of an emergency or other traffic condition by the Chief of Police, in consultation with the Mayor, Office of Emergency Management Coordinator, and Department of Public Works Supervisor, there shall be no parking upon streets or sections of streets where temporary "EMERGENCY-NO PARKING" signs are displayed.

2. The Chief of Police (or his/her designee), in consultation with the Mayor, Office of Emergency Management Coordinator, and Department of Public Works Supervisor chief of police, or in his absence, the ranking police officer, is authorized to declare an emergency and to direct the posting of said "EMERGENCY, NO-PARKING" signs when weather conditions, accidents, fires, or public celebrations dictate or require the avoidance of hazards or other conditions which interfere with the free flow of traffic.

Notification that the "EMERGENCY, NO-PARKING" signs are being or will be posted shall be given to the operator or owner of any vehicle which has been parked prior to the posting of the sign.

ed. Any unoccupied vehicle parked or standing in violation of this subsection shall be deemed a nuisance and a menace to the safe and proper regulation of traffic and any police officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of removal and storage which may result from such removal, before regaining possession of the vehicle.

de. The provisions of paragraphs a, b and c shall not apply to any fire-fighting equipment, ambulance or other emergency equipment actively engaged in dealing with an emergency in the Borough.

ef. Violations and Penalties.

1. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation or provision of this subsection or supplement thereto, shall be liable to a penalty of not more than \$500.00 or imprisonment for a term not exceeding 90 days or both.

2. In addition to any other fine or penalty that may be imposed, any unoccupied vehicle parked or standing in violation of subsections (b) or (c)

hereof (i.e. during the declaration of a local or state emergency or other traffic condition) this article shall be deemed a nuisance and a menace to the safe and proper regulation of traffic, and any police or peace officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage which may result from such removal before regaining possession of the vehicle. This provision shall not apply if only a "Snow Emergency" pursuant to subsection (a) has been declared.

Section 2. The Chief of Police, in consultation with the Mayor, Office of Emergency Management Coordinator, and Department of Public Works Supervisor, is hereby authorized to direct the posting of signage consistent with this ordinance.

Section 3. All ordinances of the Borough of Flemington, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

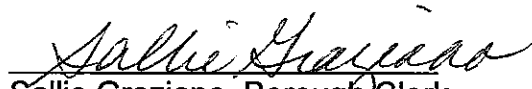
Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

Introduced: April 11, 2022

Adopted: April 25, 2022

Attest:


Betsy Driver, Mayor


Sallie Graziano, Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Roseffi, Tilly