



Mayor and Common Council Borough of Flemington

February 28, 2022

Online during COVID-19 Emergency

Call to Order

Mayor Driver called the meeting to order at 7:00 p.m. All Council members were present except Ms. Giles-McCormick. Mayor Driver read the following statements:

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of Feb. 28, 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.

Certain measures are currently in place providing relief to ratepayers experiencing economic hardship during the COVID-19 pandemic. For more information, please go to our website at www.historicflemington.com or contact Rebecca Newman at renewman@historicflemington.com or call 908-782-8840. The New Jersey Department of Community Affairs (DCA) is currently developing a Low Income Household Water Assistance Program (LIHWAP). This program is designed to assist water and sewer customers facing economic hardship due to the COVID-19 pandemic. Further information will be provided once the program goes live.

Work Session (7:05 PM)

The Planet Networks presentation about a fiber broadband network was postponed because the company representative could not attend. Discussion of Community Energy Plan grant: Ms. Hand said there's a grant available that the Environmental Commission could use to create a Community Energy Plan. She outlined the different strategies that could be addressed, including reducing emissions, renewable resources, and maximizing energy efficiency. She asked Council members to consider what areas they'd like to see addressed. Mayor Driver suggested making the Borough buildings more energy-efficient, maybe with solar, and creating electric vehicle charging stations at Borough workplaces.

The work session ended at 7:11 p.m. and Council adjourned until the start of the regular meeting.

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

I. Mayor's Report

Mayor Driver noted that Cardinal Capital Management would be presenting a plan tonight for the former Agway site bounded by Park Avenue and North Main Street. They approached the Borough 3 to 4 years ago and their plans were held up due to easements on the property, but it's now under contract.

Council meetings will be fully in-person starting March 28. They will continue to be broadcast through Zoom for those unable to attend in person.

Budget workshops are progressing. Officials are hoping to finish up by the end of March.

II. Council Members' Reports

Council Member Tilly

The DPW committee met and confirmed dates for electronics waste recycling. The first is Saturday, March 12. They have finished the ground preparation for the Community Garden at Tuccamirgan Park. Information about lead service lines for water users has been distributed.

The HPC met on Feb. 16 and reviewed one application.

The Administration committee also met on Feb. 16.

The budget workshop on Feb. 17 addressed OEM, Fire and Rescue budgets. The budget workshop on Feb. 24 addressed Codes, Police and Library budgets.

Council Vice President Hand

She met with NJ Prevention Resources to discuss mental health and recovery services.

The Environmental Commission met and discussed creating a Community Energy Plan, looking at creating a walkable community and lowering energy costs.

She's been in touch with a Tanko Lighting representative about saving money on street lights.

Council President Long

Police have advised keeping your valuables in your homes and locking your vehicles; a car was stolen recently. Also, they've obtained a distracted driving grant, so be mindful of avoiding distracted driving.

FCP - in March, for Restaurant Month, there's a Restaurant Bingo event planned. Get the cards at LoveFlemington.com. The FCP is planning events including car shows and Music on Main. Sign reimbursement grants and other grants are available to Borough businesses.

The FCP is working with the Chamber of Commerce and the County Economic Development department on sharing information about the upcoming single-use plastic bag ban.

Council Member Rosetti

Ms. Rosetti has found the budget workshops very helpful.

She's meeting with the Construction Official this week, and is continuing to meet with the School Superintendent.

Council Member Johnston

Mr. Johnston met with the Shade Tree Commission, the Animal Control Officer, the Court Administrator, and he's toured the Samuel Fleming House Museum. He's optimistic about his assignments this year and looks forward to doing some good in the Borough.

Council Member Giles-McCormick

Absent - no report.

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

No comments were made.

IV. Approval of Minutes

Motion To: **Approve Minutes: Feb. 14, 2022 Regular Council Meeting**

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

Consent Agenda

Mr. Long asked to remove Resolution 2022-72 from the Consent Agenda. The rest of the items were Moved by Long; Seconded by Hand. All present voted Aye.

1. RESOLUTION 2022-73: APPROVING APPLICATION FROM MELISSA KILINSKI FOR SOCIAL MEMBERSHIP IN THE FLEMINGTON FIRE DEPARTMENT
2. RESOLUTION 2022-74: APPROVING APPLICATION FROM ROBERT WALL FOR SOCIAL MEMBERSHIP IN THE FLEMINGTON FIRE DEPARTMENT
3. RESOLUTION 2022-75: AUTHORIZING AN APPLICATION TO THE NJ BOARD OF PUBLIC UTILITIES COMMUNITY ENERGY PLAN GRANT PROGRAM
4. RESOLUTION 2022-76: IN SUPPORT OF THE FLEMINGTON AREA FOOD PANTRY'S EFFORT TO OBTAIN A USDA RURAL DEVELOPMENT GRANT TO AID IN THE ESTABLISHMENT OF A PANTRY ANNEX AT 47 EAST MAIN STREET IN THE BOROUGH OF FLEMINGTON

Regular Agenda

1. RESOLUTION 2022-72: EXPRESSING SUPPORT FOR HUNTERDON MEDICAL CENTER AND HUNTERDON BEHAVIORAL HEALTH'S APPLICATION FOR A GRANT FROM THE DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES, FOR EARLY INTERVENTION SUPPORT SERVICES

Mr. Long said this effort stemmed from the Citizens' Committee that formed last year, which led to discussions about mental health and policing, and the intricacies of de-escalation. He and Ms. Hand reached out to HMC, and HMC wants to seek a grant, but needs to show support for the effort. This grant would support a service that's accessible 7 days a week for providing medication and treatment.

Ms. Hand noted that this is a service other counties have, and will help people currently falling through the cracks.

Ms. Tilly commended Mr. Long and Ms. Hand on their efforts to reach outside the Borough in search of services that are desperately needed.

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

2. 2022-4: PRESENTATION- CARDINAL CAPITAL MANAGEMENT PLANS FOR BLOCK 14, LOT 1

Architect Nancy Dougherty showed a slide presentation on Cardinal Capital Management's plans, which is included with these minutes.

Erich Schwenker, president of Cardinal Capital Management, discussed his background and ties to New Jersey, and his experience in creating various types of housing.

Council asked multiple questions, covering the size of the structures planned, the amount and types of affordable housing to be included, the fate of the depot building on the property, and how long Cardinal Capital intends to hold onto the property once the development has been built.

3. RESOLUTION 2022-77: AUTHORIZING THE EXECUTION OF A CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT WITH CARDINAL CAPITAL MANAGEMENT, LLC PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ.

Attorney Brewer explained the purpose of the six-month, exclusive conditional designation.

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

4. ORDINANCE 2022-1: AN ORDINANCE RE-ESTABLISHING THE TERMS OF THE ENVIRONMENTAL COMMISSION

Motion to open public hearing: Hand, seconded by Tilly. All present voted in favor. Hearing opened at 8:56 p.m.
No comments were made.
Motion to close public hearing: Hand, seconded by Tilly. All present voted in favor. Hearing closed at 8:57 p.m.

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

5. RESOLUTION 2022-78: AUTHORIZING THE USE OF THE PUBLIC RIGHTS-OF-WAY IN FLEMINGTON BOROUGH BY PLANET NETWORKS, INC.

RESULT:	TABLED [UNANIMOUS]	Next: 3/14/2022 7:30 PM
MOVER:	Kimberly Tilly, Council Member	
SECONDER:	Jessica Hand, Council Vice President	
AYES:	Hand, Johnston, Long, Rosetti, Tilly	
ABSENT:	Caitlin Giles-McCormick	

6. RESOLUTION 2022-79: AUTHORIZING AN AGREEMENT WITH CME ASSOCIATES FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE DEWEY AVENUE ROAD IMPROVEMENTS PROJECT

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

7. RESOLUTION 2022-80: AUTHORIZING AN AGREEMENT WITH CME ASSOCIATES FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE HOPEWELL AVENUE ROAD IMPROVEMENTS PROJECT

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

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

VII. Payment of the Bills

Motion To: **Pay the Bills in the Amount of \$141,620.46**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Malik Johnston, Council Member
AYES:	Hand, Johnston, Long, Rosetti, Tilly
ABSENT:	Caitlin Giles-McCormick

Executive Session

1. RESOLUTION 2022-81: EXECUTIVE SESSION - POSSIBLE NEGOTIATIONS ON LAND ACQUISITION, AND ATTORNEY ADVICE REGARDING CELLULAR FACILITY LEASES

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

Council went into executive session at 9:03 p.m. Minutes are kept separately. Council returned to open session at 9:47 p.m. No action was taken.

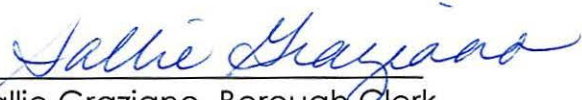
Adjournment

Motion To: **Adjourn**

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

The meeting adjourned at 9:48 p.m.

Attest:


Sallie Graziano, Borough Clerk

Approved by Council 3/14/22.

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3748

ADOPTED

RESOLUTION 2022-72

**Expressing Support for Hunterdon Medical Center and
Hunterdon Behavioral Health's Application for a Grant from
the Department of Human Services, Division of Mental Health
and Addiction Services, for Early Intervention Support
Services**

WHEREAS, Hunterdon Medical Center has applied to the state Department of Human Services, Division of Mental Health and Addictions Services, for a grant for Early Intervention Support Services (EISS); and

WHEREAS, Hunterdon Medical Center has a history of supporting mental health treatment since its inception, and its affiliate Hunterdon Behavioral Health currently hosts a wide range of services from inpatient through outpatient care for all age ranges, including those struggling with addiction; and

WHEREAS, Hunterdon Behavioral Health is uniquely qualified to operate a Mental Health Urgent Care model that will be accessible to residents 7 days per week, providing medication and psychotherapy support; and

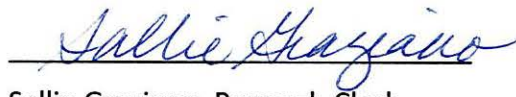
WHEREAS, this facility will have a welcoming, comfortable "Living Room" model for residents and allow for time-limited treatment in person or virtually, as well as case management to support linkage to ongoing physical and mental health services;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington supports the application of Hunterdon Medical Center for a grant for Early Intervention Support Services.

Adopted: February 28, 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, Rosetti, Tilly
ABSENT:	Caitlin Giles-McCormick

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3747

ADOPTED

RESOLUTION 2022-73

Approving Application from Melissa Kilinski for Social Membership in the Flemington Fire Department

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, Melissa Kilinski has met the necessary qualifications to join the Flemington Borough Fire Department as a social member;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that Melissa Kilinski's social membership in the Flemington Fire Department is approved.

Approved: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

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

ADOPTED

RESOLUTION 2022-74

Approving Application from Robert Wall for Social Membership in the Flemington Fire Department

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, Robert Wall has met the necessary qualifications to join the Flemington Borough Fire Department as a social member;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that Robert Wall's social membership in the Flemington Fire Department is approved.

Approved: February 28, 2022
Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

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

ADOPTED

RESOLUTION 2022-75

Authorizing an Application to the NJ Board of Public Utilities
Community Energy Plan Grant Program

WHEREAS, a sustainable community seeks to ensure that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, Flemington Borough strives to assure clean land, air and water for current and future generations; and

WHEREAS, New Jersey’s Energy Master Plan: Pathway to 2050 (“EMP”) established that community-level action is necessary to achieve the state’s goal of 100% clean energy by 2050; and

WHEREAS, the New Jersey Board of Public Utilities has created a Community Energy Plan Grantprogram for municipalities to develop a community energy plan to meet the goals of the state’sEnergy Master Plan; and

WHEREAS, Flemington Borough is invested in developing a community energy plan to help the state achieve the goal of 100% clean energy by 2050; and

WHEREAS, the Community Energy Plan Grant program will help Flemington Borough to plan for and invest in renewable energy and to work toward a better environment for all residents by using the state’s Energy Master Plan (EMP) as a guide to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions.


WHEREAS, the Mayor and Council of Flemington Borough have determined that Flemington Borough should apply for the aforementioned Community Energy Plan Grant program;

WHEREAS, Flemington Borough will commit to providing staff support for the duration of the Community Energy Planning process, including for gathering of relevant data and for conveningat least two public meetings;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Flemington, Hunterdon County, authorize the submission of the aforementioned application to the NJBPU Community Energy Plan Grant program.

Adopted: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

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

ADOPTED

RESOLUTION 2022-76

In Support of the Flemington Area Food Pantry's Effort to Obtain a USDA Rural Development Grant to Aid in the Establishment of a Pantry Annex at 47 East Main Street in the Borough of Flemington

WHEREAS, Flemington Borough Council adopted Resolution 2021-228 in support of the Flemington Area Food Pantry's effort to obtain a USDA Rural Development grant to support the build-out of a 1,400-square-foot Pantry Annex at 47 Maple Avenue in the Borough of Flemington; and

WHEREAS, the site for the intended pantry annex has changed, to 47 East Main Street in the Borough; and

WHEREAS, the size of the intended pantry annex has changed to 1,500 square feet; and

WHEREAS, the annex is intended to store packaged groceries and personal products for the Pantry's pop-up pantry locations at two low-income senior developments, including the Herman Kapp Senior Residence in Flemington; and


WHEREAS, the Pantry has expanded beyond its current facility and needs the extra space; and

WHEREAS, the Pantry will not be doing any direct food distribution at the annex but will have a walk-in refrigerator and freezer and a generator, and in the case of a power outage or natural disaster, the facility could be used for emergency food distribution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Flemington support the Flemington Area Food Pantry's efforts to establish the Pantry Annex at 47 East Main Street in the Borough of Flemington.

Adopted: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

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

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3743

ADOPTED

RESOLUTION 2022-77

Authorizing the Execution of a Conditional Designation and Interim Cost Agreement with Cardinal Capital Management, LLC Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, Et Seq.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, the Borough desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the "Redevelopment Area"), currently designated as Block 14, Lot 1 be redeveloped in accordance with the "Global Agway Redevelopment Plan" dated January, 2017, as same may be amended from time to time (the "Redevelopment Plan"); and

WHEREAS, Cardinal Capital Management LLC ("Cardinal") submitted a proposal for redevelopment of the Redevelopment Area, (the "Proposal") a complete copy of which is on file at the Borough Hall, seeking to be designated as the Redeveloper of Block 14, Lot 1 located in the Redevelopment Area in order to build a multi-family residential project; and

WHEREAS, the Borough Redevelopment Subcommittee vetted the information contained within the Proposal and met with Cardinal to further discuss the Proposal and the implementation of the Redevelopment Plan, generally; and

WHEREAS, the Proposal calls for, among other things, the construction of several multi-family residential buildings with up to one hundred ten (110) residential units, with associated parking, related infrastructure, commercial construction and other amenities; and

WHEREAS, the Proposal calls for Cardinal to acquire the property which comprises the Project Site, and redevelop it in accordance with the Proposal, the Redevelopment Plan and all applicable laws, rules and regulations; and

WHEREAS, the Borough and Cardinal desire to negotiate a Redevelopment Agreement in order for Cardinal to implement the Proposal, subject to the provisions herein and further review by the Borough; and

WHEREAS, the Borough has determined that Cardinal possesses the necessary experience and qualifications to take the steps necessary in order to implement the Proposal and further, that the Proposal is in the best interest of the community; and

WHEREAS, the Borough requires that Cardinal pay the reasonable costs and fees incurred by the Borough associated with the review of the Proposal, the drafting and negotiation of a Redevelopment Agreement (a "Redevelopment Agreement"), and all other costs and fees related to this matter prior to the execution of any such Redevelopment Agreement, should a Redevelopment Agreement ultimately be executed, or the determination by the Borough that such a Redevelopment Agreement cannot be executed, should that result occur.

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

1. The Mayor is hereby authorized and directed to execute a Conditional Designation and Interim Cost Agreement between the Borough of Flemington

- and Cardinal Capital Management, LLC in substantially the form attached hereto as Attachment A.
- 2. The Clerk and Staff of the Borough of Flemington are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.
 - 3. This Resolution shall be effective immediately.

Adopted: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor


ATTACHMENTS:

- Cardinal Capital agreemt (PDF)

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

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 February 28, 2022.


Sallie Graziano, RMC, Borough Clerk

CONDITIONAL DESIGNATION AND ESCROW AGREEMENT
BY AND BETWEEN THE BOROUGH OF FLEMINGTON AND
CARDINAL CAPITAL MANAGEMENT, INC.

THIS CONDITIONAL DESIGNATION AND ESCROW AGREEMENT (this "Agreement") dated as of March , 2022, by and between the **BOROUGH OF FLEMINGTON** (the "Borough"), having municipal offices at 38 Park Avenue, Flemington New Jersey 08822, acting pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and **CARDINAL CAPITAL MANAGEMENT, LLC** a limited liability company authorized to do business in the State of New Jersey, having offices at 901 S. 70th Street, West Allis, Wisconsin 53214, ("Cardinal") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, by Resolution 2014-73, adopted on April 16, 2014, the Flemington Borough Council designated Block 5 Lots 1 & 2 and Block 14, Lot 1 as a non-Condemnation Redevelopment Area ("Global Agway Redevelopment Area"); and

WHEREAS, by Ordinance No. 2017-1 on February 13, 2017, the Borough adopted a plan for the redevelopment of those parcels within the Global Agway Redevelopment Area Borough that had previously been designated as areas in need of redevelopment comprising approximately 5.6 acres which plan is known as the Global Agway Redevelopment Plan; and

WHEREAS, the Borough desires that certain property located within the Global Agway Redevelopment Area be redeveloped in accordance with the Global Agway Redevelopment Plan,

as may be amended from time to time (the "Redevelopment Plan"), a complete copy of which is on file at Borough Hall:

- Block 14, Lot 1 –consisting of 2.27 acres and fronting on Main Street and Park Ave.
("Project Site")

WHEREAS, the Borough has determined that the proposal submitted by Cardinal (the "Proposal"), a copy of which is attached hereto as **Exhibit A**, reflects a project that is consistent with the Borough's Master Plan, and reflects the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Borough has determined that Cardinal has demonstrated that they have the experience, expertise, financial capability and the vision to assist the Borough in the implementation of the Redevelopment Plan; and

WHEREAS, the Borough, and Cardinal desire to negotiate a Redevelopment Agreement (a "Redevelopment Agreement") to set forth the detailed terms and conditions for the overall redevelopment of the Project Site based generally upon the Proposal as a starting point for negotiations, subject to the provisions herein, and further review and evaluation by the Borough; and

WHEREAS, the Borough shall, during the Interim Period, as that term is defined herein, negotiate exclusively with Cardinal for the redevelopment of the Project Site; and

WHEREAS, the Borough requires that Cardinal pay the reasonable costs incurred by the Borough associated with the engagement of such consultants and professionals as it may deem appropriate, in connection with the drafting and negotiation of a Redevelopment Agreement, and all other costs, fees and expenses related to this matter that are incurred from the Effective Date (as hereinafter defined) through the execution of any Redevelopment Agreement, all as further

set forth herein, in order to relieve the taxpayers of the burden of the expense of the negotiation process.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Conditional Designation.** Upon the complete execution of this Agreement, Cardinal shall be designated as the conditional redeveloper of the Project Site, on the express and absolute condition that the Parties shall successfully negotiate the details and issues regarding the redevelopment project, including those items identified herein, and execute a Redevelopment Agreement within the time frame set forth herein. In the event that the Parties are unable to reach agreement on the terms and conditions of a Redevelopment Agreement and this Agreement is terminated as provided herein, the designation of Cardinal as the conditional redeveloper of the Project Site shall be automatically terminated without any further action being necessary and the Borough shall have no further obligation of any kind to Cardinal.

2. **Interim Period.** The term "Interim Period" shall mean the period of one hundred and eighty (180) calendar days commencing on the date of the full execution of this Agreement (the "Effective Date"); provided however, that the Parties may continue to negotiate with each other beyond the initial one hundred and eighty (180) calendar days of the Interim Period without the necessity for any formal amendment to this Agreement, and in the event that the Parties continue such negotiations beyond the Interim Period, any such timeframes shall be included within the definition of the term "Interim Period" for purposes of this Agreement, including with regard to Cardinal's designation as the conditional redeveloper of the Project Site, and the applicability of the terms and conditions herein.

During the Interim Period, the Borough agrees to negotiate exclusively with Cardinal

toward the preparation and execution of a Redevelopment Agreement, which shall include all the project details, schedules, and financial arrangements between the Borough and Cardinal with respect to the redevelopment of the Project Site, and all such related terms and conditions.

3. **Termination.** During the Interim Period, either party may cease negotiations and terminate this Agreement if the other party is not diligently negotiating in good faith or it is determined by either party, in its sole discretion, that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason, provided that the party making such determination notifies the other party accordingly, in writing as set forth herein, terminating the Agreement as of a date certain. In the event that this Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist with regard to the payment or reimbursement of Costs, as that term is defined herein, incurred from the Effective Date through such termination.

4. **Payment or Reimbursement of Costs.** Cardinal shall pay or reimburse the Borough, as applicable, all reasonable Costs incurred by the Borough associated with any reasonable activities, tasks or work related to or arising out of the designation of Cardinal as the conditional redeveloper of the Project Site. The term "Costs" shall include, but not be limited to, all reasonable costs, fees and expenses incurred by the Borough in connection with, related to or arising out of the designation of Cardinal as the conditional redeveloper of the Project Site, the preparation or undertaking of any compliance reviews, the drafting and negotiation of any Redevelopment Agreement, the review of any future revised proposal(s) submitted, all professional fees charged by any legal, engineering, planning or financial consultant or contractor or vendor retained by the Borough in connection with same, including any such professional staff employed by the Borough ("Staff Time"), and all other such costs, fees and expenses incurred by the Borough in connection with the preparation of a Redevelopment

Agreement which shall be incurred prior to the execution of any Redevelopment Agreement or the termination of this Agreement, should that result occur.

Cardinal acknowledges and agrees that it shall fully reimburse Costs as aforesaid incurred by the Borough, even if this Agreement is terminated and a Redevelopment Agreement between the Borough and Cardinal is not executed for any reason. As further set forth in Paragraph 2 herein, Cardinal expressly agrees that in the event the Parties continue negotiations following the expiration of the initial one hundred and eighty (180) days of the Interim Period, all costs and fees incurred by the Borough during such timeframe shall be included in the definition of the term "Costs" and shall be paid or reimbursed by Cardinal in the same manner as set forth herein. Notwithstanding anything contained in this paragraph to the contrary, Staff Time for work related exclusively to the redevelopment of the Project Site by Cardinal shall be charged at the then-prevailing hourly rate of the professional staff person assigned to such work. The terms of this Agreement regarding the escrow shall be exclusively as set forth in this Agreement, notwithstanding the provisions of any law, statute, regulation or ordinance that may contain alternative provisions or procedures with respect to any kind of escrow or escrow arrangement.

Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that until execution of a Redevelopment Agreement, Cardinal shall only be obligated to pay and reimburse the portion of the Costs incurred from the Effective Date of this Agreement. In the event that this Agreement is terminated as provided herein, Cardinal's total obligation to reimburse Costs shall be limited to those incurred by the Borough during the Interim Period.

5. **Deposit of Project Funds.** Within ten (10) days from the Effective Date of this Agreement, Cardinal shall deposit Twenty Five Thousand (\$25,000.00) Dollars ("Project Escrow") with the Borough to be maintained in a separate escrow account by the Borough and to be drawn down upon by the Borough to cover the Costs. The Borough shall promptly provide

Cardinal with copies of invoice(s) setting forth the Costs incurred by the Borough after the Effective Date which invoices shall set forth the nature of the tasks undertaken, the amount of time expended and the hourly rate charged by each individual performing such tasks, which have been drawn from the Project Escrow. Cardinal shall have seven (7) business days following receipt of such invoice(s) to submit to the Borough, in writing, any question(s) and/or objection(s) to such invoice(s) and payment(s) thereof.. Notwithstanding, the receipt of any such written question(s) and/or objection(s) by the Borough shall not prevent the Borough from paying the invoices at issue in full and the Parties shall cooperate with each other in good faith to resolve the question(s) and/or objection(s). In the absence of the Borough receiving any such written question(s) and/or objection(s) as set forth herein, the invoices shall be deemed accepted.

Within fifteen (15) days of the receipt by Cardinal of written notice from the Borough that the amount of the Project Escrow has decreased to Five Thousand (\$5,000.00) Dollars or less, Cardinal shall promptly replenish the Project Escrow to the amount of Twenty-Five Thousand (\$25,000.00) Dollars. Cardinal expressly acknowledges and agrees that the Borough, including the Borough's legal, engineering, planning and financial consultants, reserves the right to stop or withhold any work or other such activities in connection with the redevelopment of the Project Site unless or until the Project Escrow is funded accordingly.

Subject to the terms herein, in the event that a Redevelopment Agreement is not ultimately executed by the Parties and this Agreement is terminated in accordance with the terms hereof, the Borough shall draw down upon the Project Escrow in order to pay all invoices for any Costs incurred after the Effective Date that are due and owing, through the termination. Within thirty (30) days from the date of any termination of this Agreement, the Borough shall return any remaining Project Escrow to Cardinal. In the event of a termination of this Agreement in the absence of the execution of a Redevelopment Agreement, Cardinal expressly acknowledges and

agrees that it shall not be entitled to a refund of any Costs incurred by the Borough after the Effective Date and paid or reimbursed to the Borough from the Project Escrow. In the event that a Redevelopment Agreement is ultimately executed, this Agreement shall terminate and the Project Escrow shall remain on deposit in escrow with the Borough to cover Costs incurred by the Borough after the execution of such Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such Costs and allowing any remainder of the Project Escrow to be so utilized.

6. **Scope of Project Negotiations.** The Parties have had preliminary discussions regarding the scope of the project to be covered by the Redevelopment Agreement. The Parties agree that the description of the project set forth in the Proposal shall provide the basis for the commencement of negotiations for the Redevelopment Agreement, subject to the provisions herein. The Parties further agree, however, that the Parties are not limited by the description of the project set forth in the Proposal, nor does the Proposal contain an exhaustive list of all terms, conditions and/or obligations to be included in a Redevelopment Agreement. The continuing negotiations between the Borough, and Cardinal shall consider a number of issues to refine the description of the overall project set forth in the Proposal and the terms of a Redevelopment Agreement, which may include, but are not limited to, the following:

- (a) building design and architecture, including with regard to façade materials to be utilized;
- (b) building sizes, including building height and bulk, setbacks;
- (c) streetscaping;
- (d) landscaping;
- (e) lighting;

- (f) signage;
- (g) infrastructure improvements necessitated by or related to the Project, both on and off the Project Site;
- (h) stormwater management;
- (i) provision of community benefits;
- (j) Construction Mitigation Plan to address potential impacts of construction on the operations of nearby businesses, including with regard to staging;
- (k) Affordable housing
- (l) any amendments to the Redevelopment Plan.

7. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior negotiations, agreements and understandings with respect thereto.

8. **Assignment or Transferability.** This Agreement shall not be assigned or transferred by Cardinal to any entity without the express written authorization of the Borough, which shall be by Resolution.

9. **Exhibits.** All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

10. **Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

11. **Execution of Counterparts.** This Agreement may be executed in one or more counterparts.

12. **Drafting Ambiguities and Interpretation.** In the interpretation of any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Agreement, each of the Parties acknowledging that it and its counsel have had ample opportunity to review this Agreement and have contributed to the final form of same.

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

14. **Notices.** Notices, demands or other such communications between the Borough and Cardinal shall be deemed sufficiently given if dispatched to the address set forth herein by certified mail, return receipt requested, or by recognized national overnight delivery service, where such notice shall be deemed delivered, as to the former upon mailing and as to the latter, upon delivery with receipt available.


15. **Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable except to the extent that the invalidation of such terms or provisions shall deprive either Party of the essential rights granted by this Agreement.

[Remainder of this Page Intentionally Left Blank; Signature Page to Follow]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, all as of the date first above written.

**CARDINAL CAPITAL MANAGEMENT
LLC**

Attest:



By:


Name: ERIQ SCHWENGER
Title: PRESIDENT

BOROUGH OF FLEMINGTON

Attest:

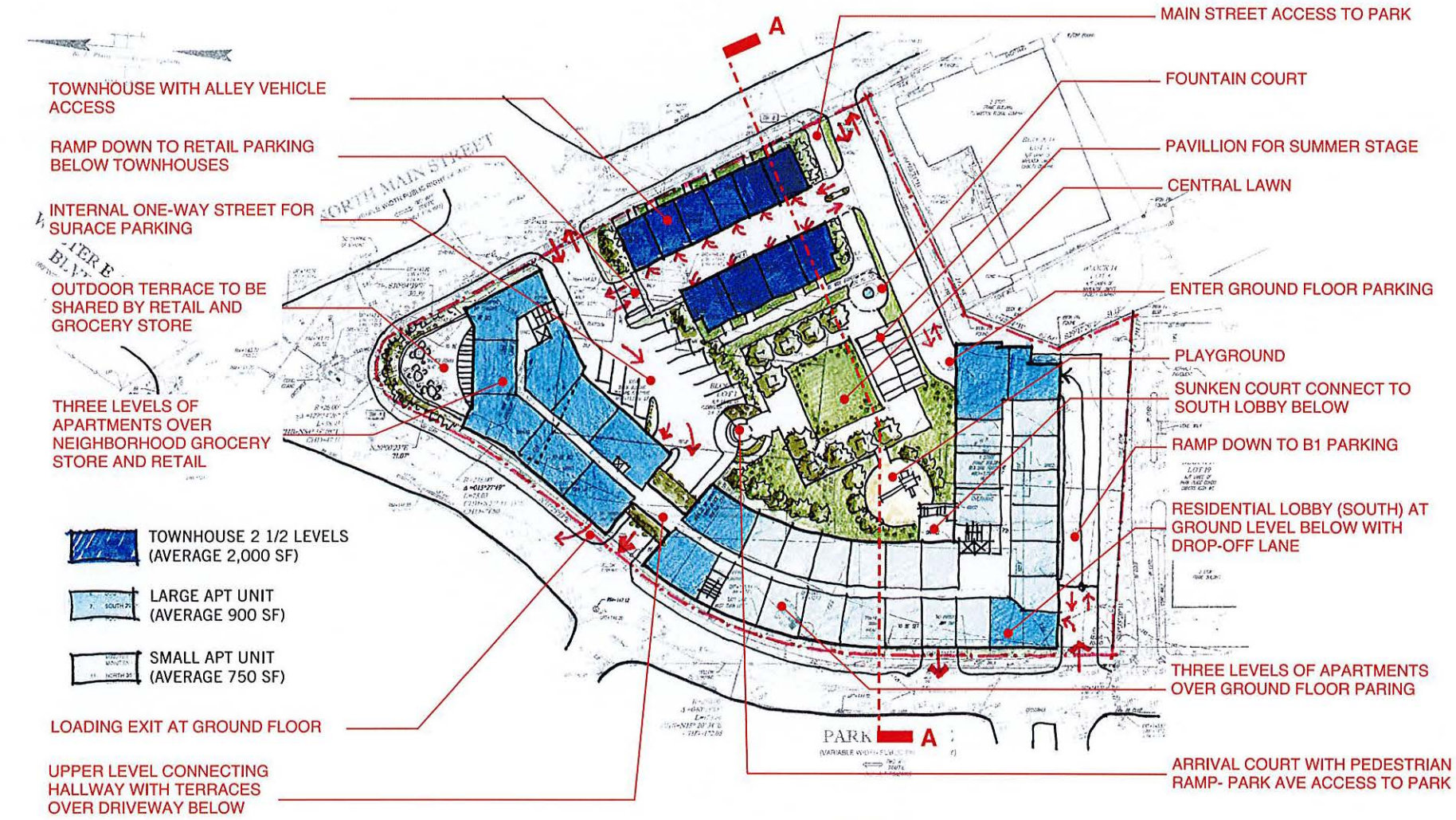
By:

Betsy Driver
Mayor, Borough of Flemington

[Signature Page for Conditional Designation and Escrow Agreement]

{274685.DOCX.1}

EXHIBIT A (to Conditional Designation Agreement)
Project Site



PROPOSED SITE DEVELOPMENT
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUNTERDON)

I CERTIFY that on _____, 2022, Sallie Graziano personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Borough of Flemington, named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper Borough of Flemington official who is Betsy Driver, Mayor;
- (c) this document was signed and delivered by the Borough of Flemington as its voluntary act duly authorized by a proper resolution of the Borough of Flemington; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on _____, 2022.

Notary Public

WISCONSIN
STATE OF NEW JERSEY)
) ss:
COUNTY OF MILWAUKEE

I CERTIFY that on FEBRUARY 28, 2022, ERICH SCHWENKER
personally came before me, and this person acknowledged under oath, to my satisfaction, that
this person, Erich Schwenker is the President of CARDINAL CAPITAL MANAGEMENT LLC,
a limited liability company, which is the company named in this document; and signed and
delivered this document as his/her act and deed on behalf of the said entity.

Erich Schwenker

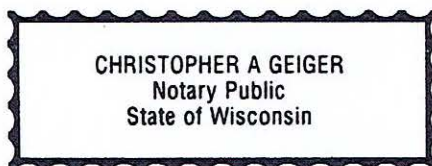
Signed and sworn to before me

on FEBRUARY 28, 2022.

Christopher A. Geiger

Notary Public

COMM. EXPIRES 3/29/22



Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3744

TABLED

RESOLUTION 2022-78

**Authorizing the Use of the Public Rights-Of-Way in
Flemington Borough by Planet Networks, Inc.**

Flemington Borough, Hunterdon County

This resolution authorizes and consents to Planet Networks, Inc.'s installation of fiber optic cables and related facilities on new and existing utility poles and conduits within the public rights-of-way.

WHEREAS, Planet Networks Inc. ("Planet Networks") is a provider of telecommunications services that is authorized by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout New Jersey; and

WHEREAS, Planet Networks has petitioned the municipality for consent to use the public rights-of-way to place its telecommunication facilities aerially on existing and new utility poles and/or in underground conduit; and

WHEREAS, the Federal Communications Commission has held that that "an effective prohibition [under the Telecommunications Act of 1996] occurs where a state or local legal requirement materially inhibits a provider's ability to engage in any of a variety of activities related to its provision of a covered service ... not only by rendering a service provider unable to provide an existing service in a new geographic area or by restricting the entry of a new provider in providing service in a particular area, but also by materially inhibiting the introduction of new services or the improvement of existing services." Declaratory Ruling and Third Report and Order, WT Docket No. 17-79; WC Docket No. 17-84, FCC-18-133A1, at para. 36, p. 15-16; and

WHEREAS, Planet Networks has or will enter into agreements with the utility companies for the use of their poles; and

WHEREAS, N.J.S.A. 48:3-19 provides that "[t]he consent of the municipality shall be obtained for the use by a person of the poles of 'another person unless each person has a lawful right to maintain poles in such street, highway or other public place;" and

WHEREAS, N.J.S.A. 27:16-6 provides, in part that "[t]he board of chosen freeholders shall not grant an easement, right of way, or use in, under or over, any portion of a county road in a municipality, unless the governing body of the municipality ... shall consent thereto;" and

WHEREAS, N.J.S.A. 46:17-8 provides that "[a]ny telegraph or telephone company organized under the laws of this or any other State, or of the United States may erect, construct and maintain the necessary poles, wires, conduits, and other fixtures for its lines, in, upon, along, over or under any public street, road or highway, upon first obtaining the consent in writing of the owner of the soil to the erection of such poles, and through, across or under any of the waters within this State and upon, through or over any other land, subject to the right of the owners thereof to full compensation for the same."

WHEREAS, N.J.S.A. 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a municipality may impose reasonable fees for actual services made by any municipal agency; and

WHEREAS, it is in the best interests of the municipality and its citizens to grant consent to Planet Networks.

NOW THEREFORE BE IT RESOLVED:

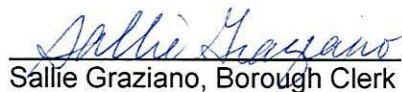
1) That the governing body does hereby grant permission and authority to Planet Networks, Inc. to install fiber optic cables and related facilities on existing utility poles within the public right-of-way and to install new utility poles, upon the following terms and conditions:

- a) Planet Networks shall adhere to all applicable federal, State, and local laws in connection with its use of the public right-of-way.
- b) Planet Networks shall obtain any applicable permits in connection with the installation of its facilities;

- c) Planet Networks shall indemnify, defend and hold harmless the municipality, its officials, agents, and employees, from and against any claim of liability, damages or loss resulting in bodily injury or property damage arising out of Planet Network's use of the public right-of-way, except to the extent such loss, injury or property damage resulting from the acts or omissions of the municipality.
- d) Planet Networks shall procure and maintain, at its cost and expense, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence and shall include the municipality as an additional insured on said insurance policy.
- e) Planet Networks shall be responsible for the repair of any damage to pavement or any structure arising from its construction, installation or maintenance of its facilities.
- f) Notwithstanding any provision contained herein, neither the municipality nor Planet Networks shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this consent.
- g) The Mayor is hereby authorized to execute and the Clerk to attest to any other documents necessary to effectuate the terms of this resolution.

Tabled: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

RESULT:	TABLED [UNANIMOUS]	Next: 3/14/2022 7:30 PM
MOVER:	Kimberly Tilly, Council Member	
SECONDER:	Jessica Hand, Council Vice President	
AYES:	Hand, Johnston, Long, Rosetti, Tilly	
ABSENT:	Caitlin Giles-McCormick	

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3742

ADOPTED

RESOLUTION 2022-79

**Authorizing an Agreement with CME Associates for
Construction Phase Engineering Services for the Dewey
Avenue Road Improvements Project**

WHEREAS, The Borough of Flemington has undertaken the Dewey Avenue Road Improvements Project; and

WHEREAS, the Borough requires engineering services for the construction phase of this project:

Construction Administration, and Construction Inspection/ Observation Services as described in the attached document; and

WHEREAS, CME Associates, 3141 Bordentown Ave., Parlin, NJ is serving as the Borough's Municipal Engineer; and

WHEREAS, CME Associates has submitted a proposal as detailed in the attached document, with office engineering and field observation services to be provided at an estimated cost not to exceed \$45,300; and


WHEREAS, the Borough wishes to enter into an agreement with CME Associates, in substantially the same form as attached hereto, for construction phase engineering services for the Dewey Avenue Road Improvement Project;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington hereby authorizes a project engineering contract with CME Associates for the Dewey Avenue Road Improvements Project, in substantially the same form as attached; and

BE IT FURTHER RESOLVED that the Mayor and Borough officials be authorized to execute any documents as needed for this project.

Adopted: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

ATTACHMENTS:

- CME Dewey Rd Imprvmnts (PDF)

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

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 February 28, 2022.


Sallie Graziano, RMC, Flemington Borough Clerk



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
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TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

February 4, 2022

Borough of Flemington
38 Park Avenue
Flemington, N.J. 08822
Attn: Ms. Sallie Graziano, Borough Clerk

**Re: Dewey Avenue Road Improvements
Construction Phase Engineering Services
Borough of Flemington, Hunterdon County, New Jersey
CME File No. PFM00601.01**

Dear Ms. Graziano:

Thank you for considering our Firm for the above referenced work and allowing us to submit this proposal for the Construction Phase Services associated with the proposed Road Improvements for Dewey Avenue in the Borough of Flemington. It is our understanding that the project consists of construction of concrete curb, concrete sidewalk, driveway aprons, paved driveway apron transitions, storm drainage, underdrain, roof leader connections, removal of concrete pavement, roadway reconstruction, and topsoil restoration for Dewey Avenue from Bonnell Street to Mine Street. The construction contract for this portion of the overall project has been awarded by the Borough.

It is also our understanding that the Borough will be receiving funding for the road improvements primarily through the NJ Moves (NJDOT) / New Jersey Environmental Infrastructure Trust (NJEIT) and accordingly, the Scope of Services has taken into consideration the requirements of the NJEIT. Our proposal has considered the elements required to provide the Construction Phase Services and our Firm has the capabilities of providing the necessary engineering and field observation services associated with the Project.

CONSTRUCTION PHASE SERVICES

We will provide the following services:

Construction Administration

- Provide general communication with the Borough and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Dewey Avenue Road Improvements

February 4, 2022
Our File No. PFM00601.01
Page 2

- Provide communication and correspondence with the NJDOT.
- Maintain project files as required for periodic inspection by the NJDOT.
- Conduct pre-construction meeting, establish agenda, issue notice to proceed.
- Review and approve Progress Schedule, Schedule of Submittals, Schedule of Values required to be submitted by the Contractor.
- Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the Contract Documents.
- Coordinate with the Contractor to establish baselines and benchmarks for locating work.
- Review laboratory, shop and mill test reports of materials and equipment.
- Prepare monthly progress reports.
- Prepare record drawings at the completion of the project.
- During the first year of operation, consult with the Borough on the operation of the new improvements, advise the Borough as to whether the improvements are meeting the project performance standards, confirm project performance standards after one year of operation and undertake corrective actions, as appropriate, if the same fails to achieve compliance with the project performance standards.

Construction Inspection/Observation Services

- Provide full time construction observation services during periods when the Contractor is on site to monitor the Contractor's progress and compliance with the Contract Drawings and Specifications, including the Contractor's environmental protection and restoration measures.
- Conduct a weekly (or as agreed to by the Borough, Contractor and CME) construction meeting with the Contractor and Borough to discuss scheduled activities.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Dewey Avenue Road Improvements

February 4, 2022
Our File No. PFM00601.01
Page 3

- Prepare daily inspection reports.
- Review monthly payment requests including the final payment request.
- Participate in the review and evaluation of potential change orders, including a detailed review of cost proposals.
- Participate in the resolution of issues involving unforeseen field conditions.
- Witness testing and startup of equipment and systems.
- Coordinate vendor training.
- Prepare punchlist of remaining work items.
- Evaluate substantial and final completion and issue certificates of substantial or final completion as appropriate.
- One year after initiation of operation, the recipient shall certify to the Department the performance record of the project.

COST PROPOSAL

Our Firm has the capabilities of providing the necessary engineering and field observation services associated with the Project and we have estimated the cost for said services based upon the required tasks and the anticipated contract completion time. Accordingly, we find that the necessary office engineering and field observation services can be provided for an estimated cost not to exceed \$45,300.00. We also recommend that an allowance of \$5,000.00 be budgeted for any materials testing that may be required.

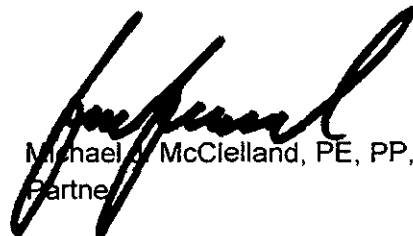
To accept this Agreement, please sign and date both copies, return a copy to CME Associates and keep a copy for your records. We look forward to continuing to be of service to the Borough. Should you require additional information or should you have any questions concerning the above, we would be pleased to discuss them with you in more detail and provide clarification as necessary.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Dewey Avenue Road Improvements

February 4, 2022
Our File No. PFM00601.01
Page 4

Very truly yours,
CME ASSOCIATES



Michael A. McClelland, PE, PP, CME
Partner

MJM/jah

cc: Mayor Betsy Driver
Michael Campion, Director of Public Works

The undersigned agrees to the Terms
and Conditions of this Letter
Agreement attached hereto.

BOROUGH OF FLEMINGTON, N.J.

Signature _____

Printed Name _____

Title _____

Date _____

ADOPTED

RESOLUTION 2022-80

Authorizing an Agreement with CME Associates for
Construction Phase Engineering Services for the Hopewell
Avenue Road Improvements Project

WHEREAS, The Borough of Flemington has undertaken the Hopewell Avenue Road Improvements Project; and

WHEREAS, the Borough requires engineering services for the construction phase of this project:

Construction Administration, and Construction Inspection/ Observation Services as described in the attached document; and

WHEREAS, CME Associates, 3141 Bordentown Ave., Parlin, NJ is serving as the Borough's Municipal Engineer; and

WHEREAS, CME Associates has submitted a proposal as detailed in the attached document, with office engineering and field observation services to be provided at an estimated cost not to exceed \$51,800; and

WHEREAS, the Borough wishes to enter into an agreement with CME Associates, in substantially the same form as attached hereto, for construction phase engineering services for the Hopewell Avenue Road Improvements Project;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington hereby authorizes a project engineering contract with CME Associates for the Hopewell Avenue Road Improvements Project, in substantially the same form as attached; and

BE IT FURTHER RESOLVED that the Mayor and Borough officials be authorized to execute any documents as needed for this project.

Adopted: February 28, 2022

Attest:


Sallie Graziano, Borough Clerk


Betsy Driver, Mayor

ATTACHMENTS:

- CME Hopewell Rd Imprvmnts (PDF)

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

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 February 28, 2022.


Sallie Graziano, RMC, Flemington Borough Clerk



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
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ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

February 4, 2022

Borough of Flemington
38 Park Avenue
Flemington, N.J. 08822
Attn: Ms. Sallie Graziano, Borough Clerk

**Re: Hopewell Avenue Road Improvements
Construction Phase Engineering Services
Borough of Flemington, Hunterdon County, New Jersey
CME File No. PFM00603.01**

Dear Ms. Graziano:

Thank you for considering our Firm for the above referenced work and allowing us to submit this proposal for the Construction Phase Services associated with the proposed Road Improvements for Hopewell Avenue in the Borough of Flemington. It is our understanding that the project is to consist of drainage improvements, removal of pavement, roadway pavement reconstruction, curb/sidewalk/apron removal and replacement as required, traffic markings, paved drive restoration items, and other lawn restoration and incidental items for Hopewell Avenue from approximately the Borough Water Department building to North Main Street.

It is our understanding that the Borough will be receiving funding for the road improvements through the New Jersey Department of Transportation and accordingly, the Scope of Services has taken into consideration the requirements of the NJDOT. Our proposal has considered the elements required to provide the Construction Phase Services and our Firm has the capabilities of providing the necessary engineering and field observation services associated with the Project.

CONSTRUCTION PHASE SERVICES

We will provide the following services in conjunction with the Project:

Construction Administration

- Provide general communication with the Borough and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Hopewell Avenue Road Improvements

February 4, 2022
Our File No. PFM00603.01
Page 2

- Provide communication and correspondence with the NJDOT.
- Maintain project files as required for periodic inspection by the NJDOT.
- Conduct pre-construction meeting, establish agenda, issue notice to proceed.
- Review and approve Progress Schedule, Schedule of Submittals, Schedule of Values required to be submitted by the Contractor.
- Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the Contract Documents.
- Coordinate with the Contractor to establish baselines and benchmarks for locating work.
- Review laboratory, shop and mill test reports of materials and equipment.
- Prepare monthly progress reports.
- Prepare record drawings at the completion of the project.
- During the first year of operation, consult with the Borough on the operation of the new improvements, advise the Borough as to whether the improvements are meeting the project performance standards, confirm project performance standards after one year of operation and undertake corrective actions, as appropriate, if the same fails to achieve compliance with the project performance standards.

Construction Inspection/Observation Services

- Provide full time construction observation services during periods when the Contractor is on site to monitor the Contractor's progress and compliance with the Contract Drawings and Specifications, including the Contractor's environmental protection and restoration measures.
- Conduct a weekly (or as agreed to by the Borough, Contractor and CME) construction meeting with the Contractor and Borough to discuss scheduled activities.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Hopewell Avenue Road Improvements

February 4, 2022
Our File No. PFM00603.01
Page 3

- Prepare daily inspection reports.
- Review monthly payment requests including the final payment request.
- Participate in the review and evaluation of potential change orders, including a detailed review of cost proposals.
- Participate in the resolution of issues involving unforeseen field conditions.
- Witness testing and startup of equipment and systems.
- Coordinate vendor training.
- Prepare punchlist of remaining work items.
- Evaluate substantial and final completion and issue certificates of substantial or final completion as appropriate.
- One year after initiation of operation, the recipient shall certify to the Department the performance record of the project.

COST PROPOSAL

Our Firm has the capabilities of providing the necessary engineering and field observation services associated with the Project and we have estimated the cost for said services based upon the required tasks and the anticipated contract completion time. Accordingly, we find that the necessary office engineering and field observation services can be provided for an estimated cost not to exceed \$51,800.00. We also recommend that an allowance of \$5,000.00 be budgeted for any materials testing that may be required.

To accept this Agreement, please sign and date both copies, return a copy to CME Associates and keep a copy for your records. We look forward to continuing to be of service to the Borough. Should you require additional information or should you have any questions concerning the above, we would be pleased to discuss them with you in more detail and provide clarification as necessary.



Ms. Sallie Graziano, Borough Clerk
Borough of Flemington
Re: Hopewell Avenue Road Improvements

February 4, 2022
Our File No. PFM00603.01
Page 4

Very truly yours,
CME ASSOCIATES



Michael J. McClelland, P.E., P.P., CME
Partner

MJM/jah
cc: Mayor Betsy Driver
Michael Campion, Director of Public Works

The undersigned agrees to the Terms
and Conditions of this Letter
Agreement attached hereto.

BOROUGH OF FLEMINGTON, N.J.

Signature _____
Printed Name _____
Title _____
Date _____

ADOPTED

RESOLUTION 2022-81

Entering Executive Session for the Purpose of Discussing
Possible Negotiations on Land Acquisition, and Obtaining
Attorney Advice Regarding Cellular Facility Leases

WHEREAS, the Common Council of the Borough of Flemington desires to discuss possible negotiations on land acquisition, and to obtain attorney advice regarding cellular facility leases; and

WHEREAS, an executive session for this discussion is justified under N.J.S.A. 10:4-12 (5), which cites:

Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed; and

WHEREAS, an executive session for this discussion is also justified under N.J.S.A. 10:4-12 (7), which cites:

any pending or anticipated litigation or contract negotiation other than in section (4) herein which the public body is, or may become a party; and

WHEREAS, the Common Council of the Borough of Flemington also desires to obtain attorney advice regarding cellular facility leases; and

WHEREAS, an executive session for this discussion is justified under N.J.S.A. 10:4-12 (8), which cites:

any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; and


WHEREAS, a date cannot yet be given for when the minutes from the executive session may be made public;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the Borough of Flemington go into executive session for the above-started purposes.

Adopted: February 28, 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, Rosetti, Tilly
ABSENT:	Caitlin Giles-McCormick

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 02/28/22 07:30 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3730

ADOPTED

ORDINANCE 2022-1

**An Ordinance Re-Establishing the Terms of the
Environmental Commission**

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

WHEREAS, the Borough Council established an Environmental Commission as set forth in Borough Code Chapter 31 *et seq.*; and

WHEREAS, Borough records are unclear regarding the beginning and end dates of the terms of Commission members; and

WHEREAS, the Borough Council desires to clarify the term lengths of each member as set forth below.

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

SECTION 1. Section 31-1.1 of the Borough Code entitled "Commission; Appointment; Terms; Vacancies" regarding the Borough Environmental Commission is hereby amended and supplemented as follows:

§ 31-1.1. Establishment and composition; Terms.

a. **Establishment.** Pursuant to N.J.S.A. 40:56A-1, there is hereby created an Environmental Commission in the Borough for the protection, development, and use of natural resources, including water resources within the territorial limits of the Borough.

b. **Membership; terms.**

(1) The Commission shall consist of not less than 5 members, appointed by the Mayor, one of whom shall also be a member of the Borough planning board and all of whom shall be residents of the Borough. The members shall serve without compensation except as hereafter provided.

(2) The Mayor shall designate one of the members to serve as chairman and presiding officer of the commission.

(3) **Membership; Terms.** The terms of all members of the Commission shall expire on December 31, 2021. Thereafter, appointments will be made on a staggered basis and of the members initially appointed, 2 members shall be appointed to serve for a term of one (1) year, 2 members shall be appointed to serve a term of two (2) years; 1 member shall be appointed to serve a term of three (3) years.

Thereafter, all appointments shall be made for a term of three (3) years.

(4) The Mayor or Council may remove any member of the Commission for cause, on written charges served upon the member and after a hearing thereon at which the member shall be entitled to be heard in person or by counsel.

(5) A vacancy on the Commission occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

(6) Notwithstanding any other provision of the law to the contrary, the powers of appointment and removal hereby accorded to the Mayor shall be vested in the elected official so designated or, where there is a vacancy in the office of mayor, on the duly designated acting mayor.

(7) There shall be two alternate members of the Commission designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2" and shall serve during the absence or disqualification of any regular member or members. The terms of all alternate members shall expire on December 31, 2021. The initial term of "Alternate No. 2" shall be one year and the initial term of "Alternate No. 1" shall be two years.

Thereafter, the terms of the alternate members shall be for two years.

A vacancy occurring otherwise than by expiration of term shall be filled by the appointing authority for the unexpired term only. An alternate member shall not be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest. An alternate may be removed by the governing body for cause. An alternate member may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote first.

SECTION 2. Section 31-1.2 of the Borough Code entitled "Powers of Commission" regarding the Borough Environmental Commission is hereby amended and supplemented as follows:

The Commission shall have the power to conduct research into the use and possible use of the open land areas of the Borough and may coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary for its purposes. It shall keep an index of all open areas, publicly or privately owned, including open marshland, swamps and other wetlands, in order to obtain information on the proper use of such areas, and may from time to time recommend to the planning board or, if none, to the Mayor and Council, plans and programs for inclusion in a municipal master plan and the development and use of such areas.

SECTION 3. Section 31-1.3 of the Borough Code entitled "Acquisition by Commission" regarding the Borough Environmental Commission is hereby amended and supplemented as follows:

The Commission may, subject to the approval of the governing body, acquire property, both real and personal, in the name of the Borough by gift, purchase, grant, bequest, devise or lease for any of its purposes and shall administer the same for such purposes subject to the terms of the conveyance or gift. Such an acquisition may be to acquire the fee or any lesser interest, development right, easement (including conservation easement), covenant or other contractual right (including a conveyance on conditions or with limitations or reversions), as may be necessary to acquire, maintain, improve, protect, limit the future use of, or otherwise conserve and properly utilize open spaces and other land and water areas in the Borough.

SECTION 4. Section 31-1.4 of the Borough Code entitled "Records and Annual Report" regarding the Borough Environmental Commission is hereby amended and supplemented as follows:

The Commission shall keep records of its meetings and activities and shall make an annual report on or before December 1 of each year to the Borough Council. Such report shall be comprehensive and detailed covering operations, receipts, disbursements, and expenditures for the full year.

SECTION 5. Sections 31-1.5 through 31-1.12 regarding the Environmental Commission and establishment of a Joint Environmental Commission are hereby deleted in their entirety.

SECTION 6. Section 31-1.5 of the Borough Code entitled "Operational procedures" is hereby added as follows:

- a. Adoption of bylaws. The Commission is authorized to adopt bylaws governing its procedural operation.
- b. Appropriations. The Borough Council shall annually fix, determine and appropriate a sum sufficient for the care, custody, policing and maintenance of such lands acquired for the uses and purposes herein stated and for the expenses of the Commission, which shall be raised by taxation in the same manner as other taxes.

SECTION 7. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 8. 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 9. This Ordinance shall take effect upon final passage, publication, and filing, all in accordance with the law.

Introduced: February 14, 2022
Adopted: February 28, 2022
Attest:


Sallie Graziano, Borough Clerk

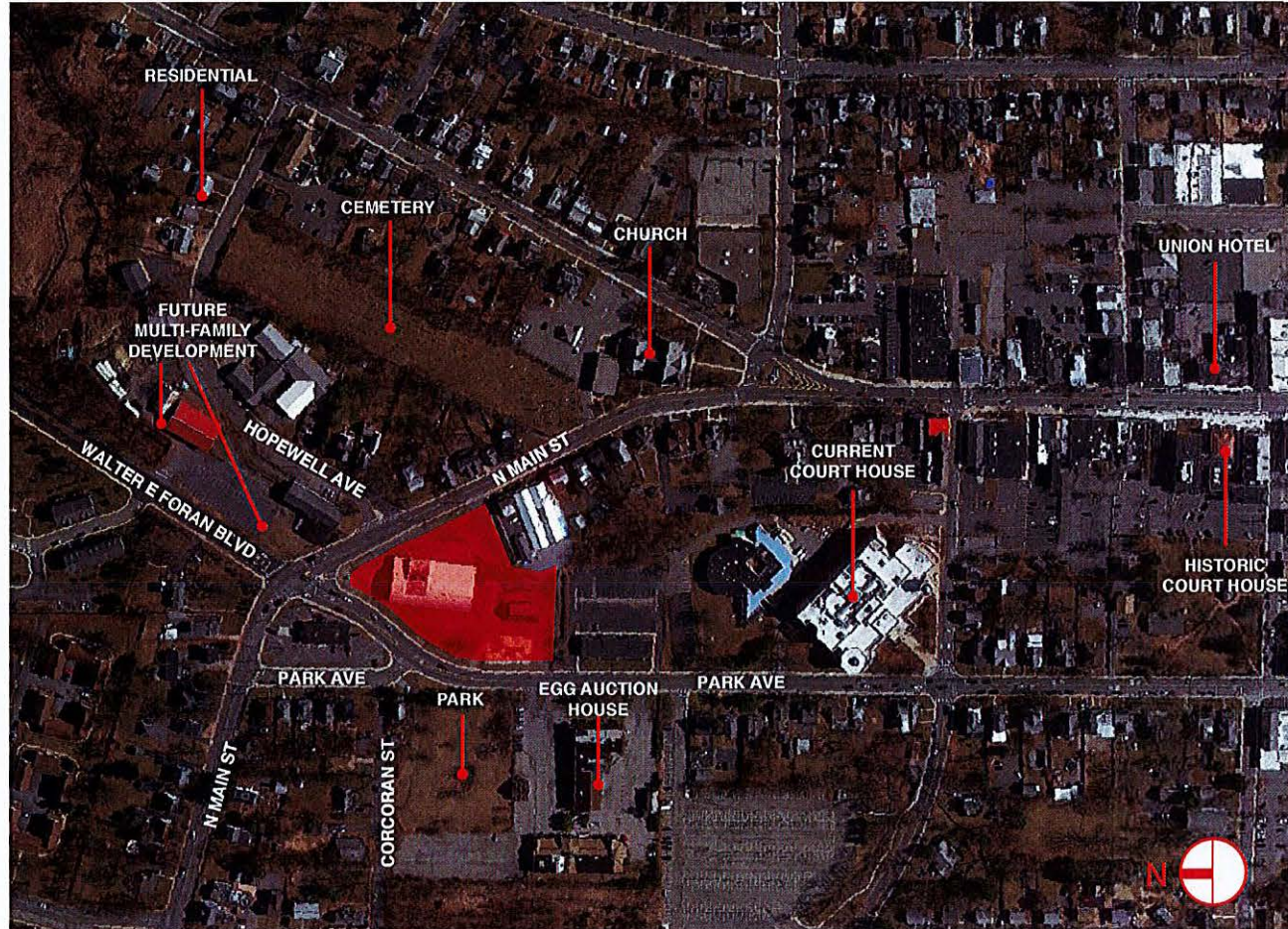

Betsy Driver, Mayor

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

CARDINAL CAPITAL MANAGEMENT, INC.
FLEMINGTON REDEVELOPMENT
02/28/2022



LANGAN



AERIAL VIEW OF SITE
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022

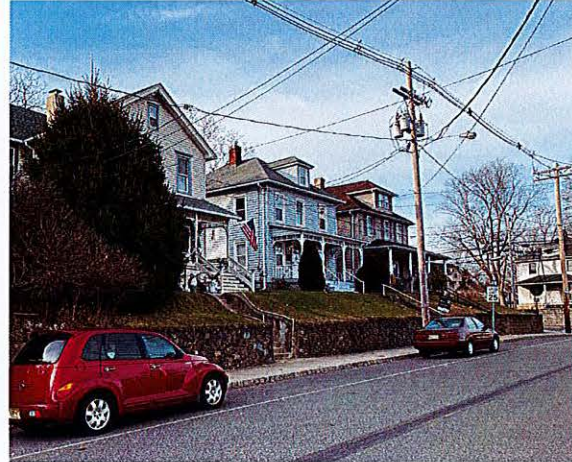


- PROPERTY LINE
- CEMETERY / PARK
- SINGLE FAMILY
- MULTI-FAMILY
- DOWNTOWN COMMERCIAL/
RETAIL / OFFICE
- INSTITUTIONAL / RELIGION
- INDUSTRIAL





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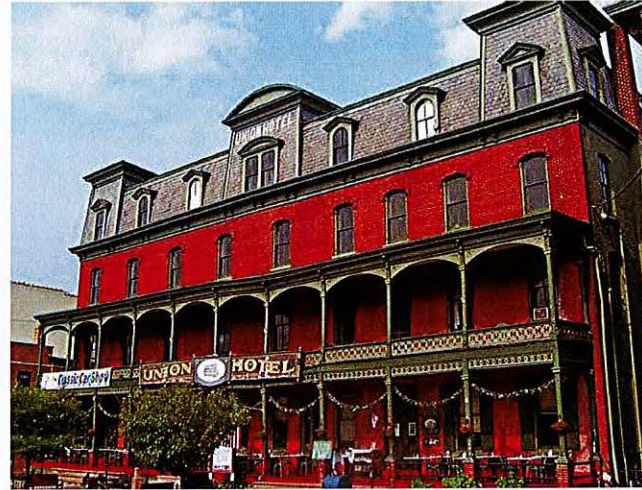
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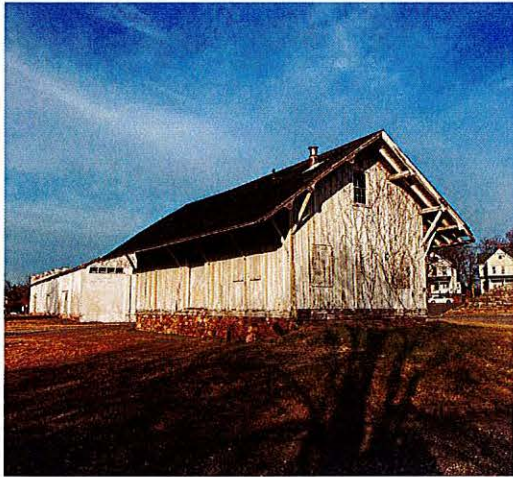


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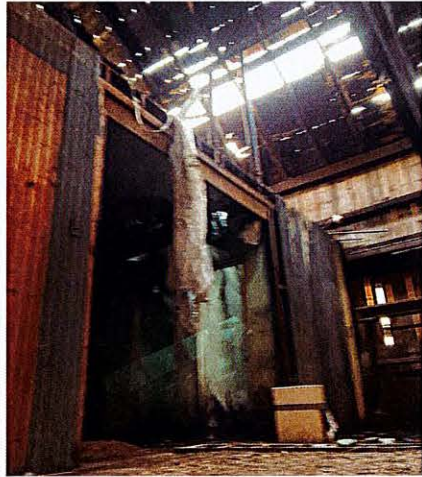


HISTORIC FLEMINGTON
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



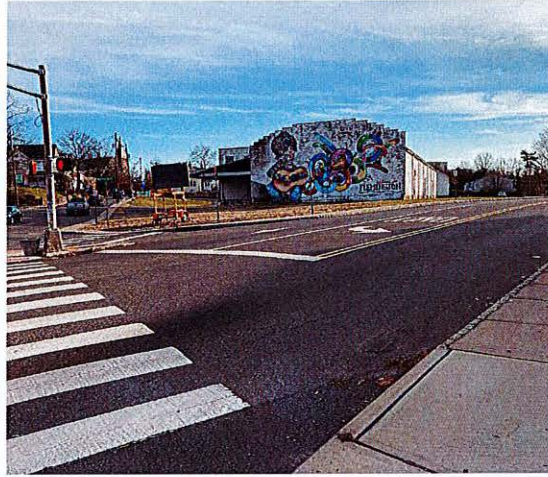
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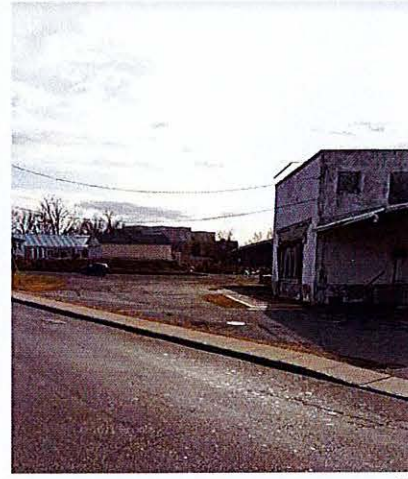
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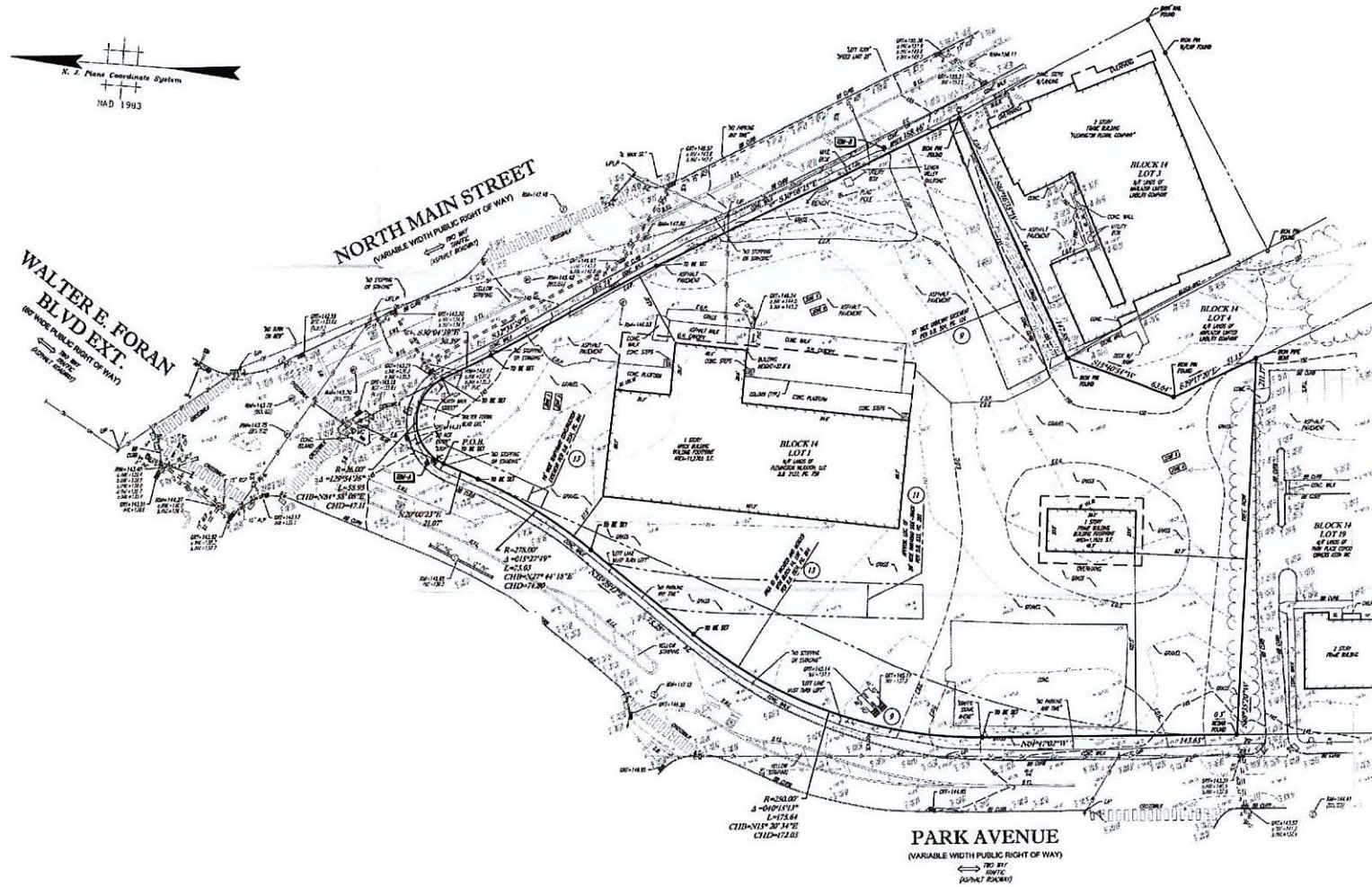
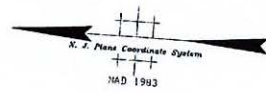


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SITE PHOTOS
STUDIO 1200 ARCHITECTURE + DESIGN

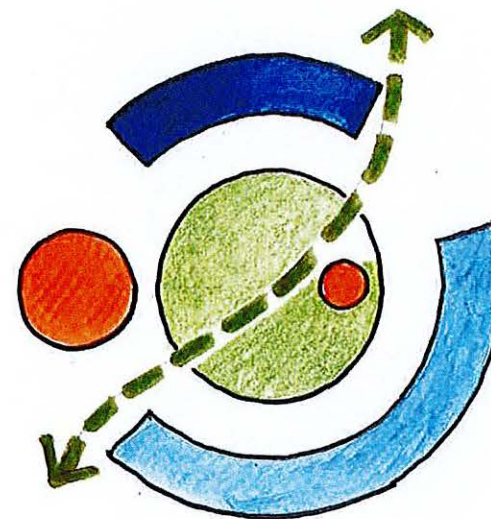
FLEMINGTON REDEVELOPMENT
02/28/2022

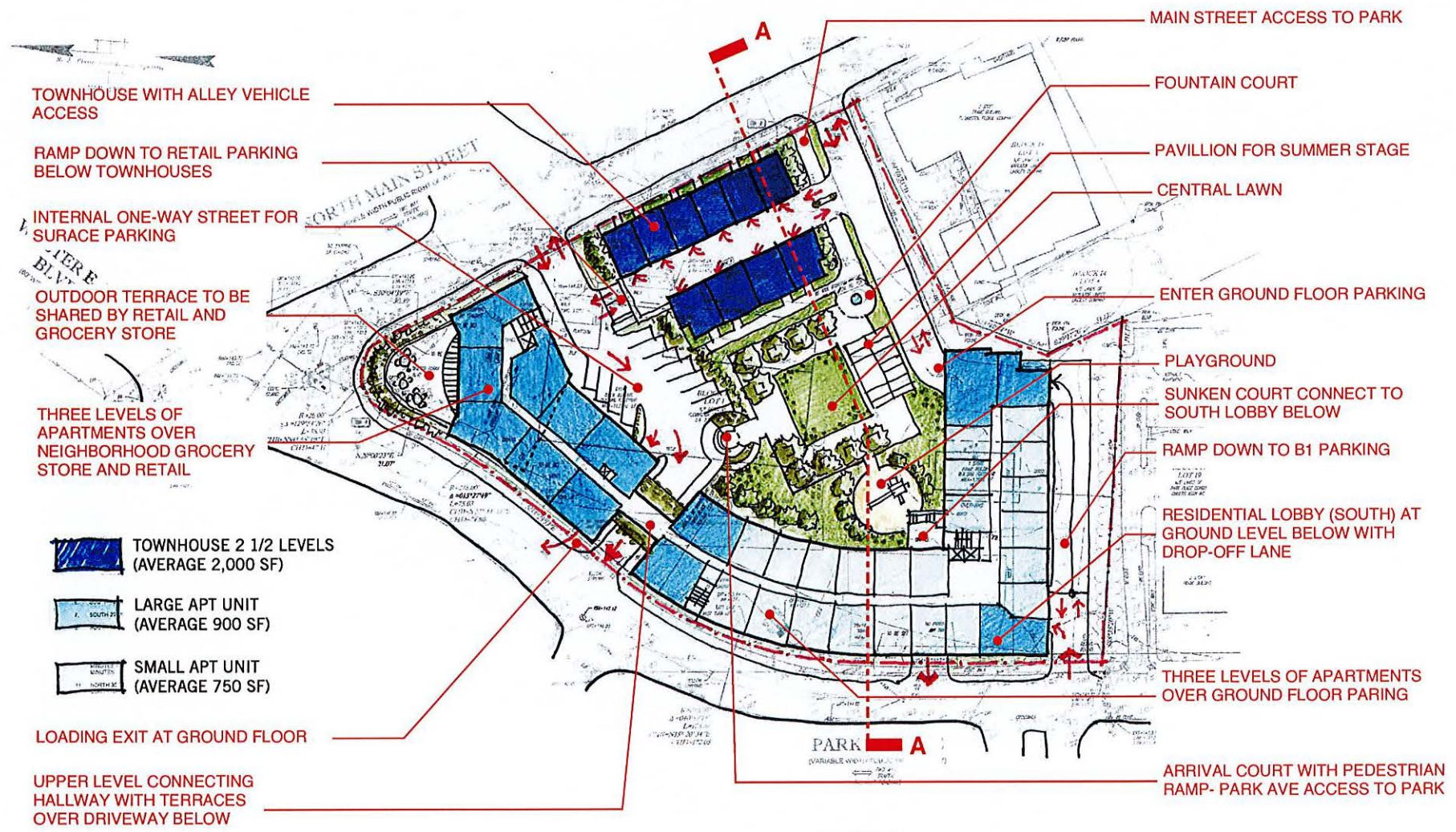


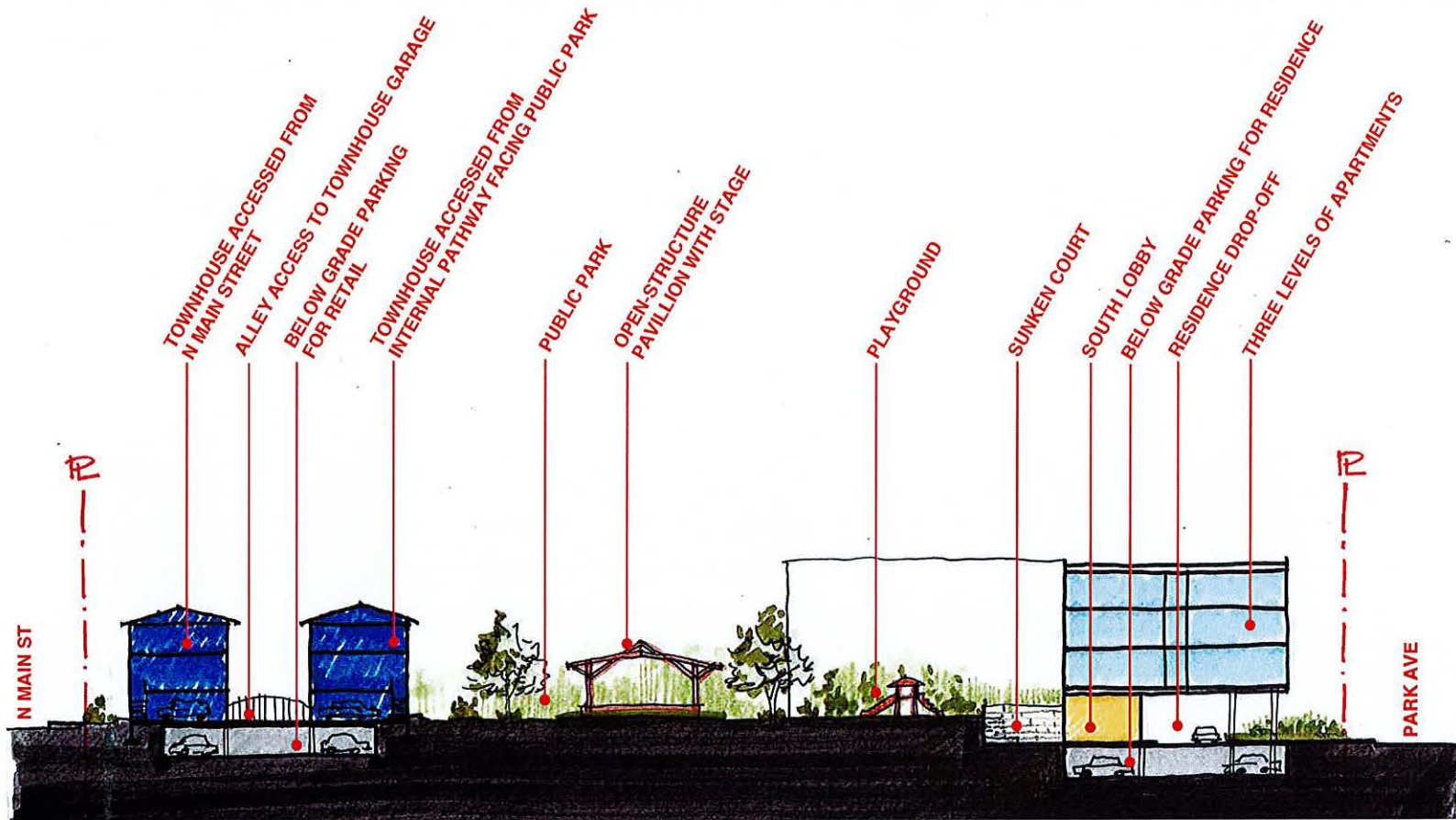
SITE SURVEY
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022

A vibrant community gateway that connects people to each other, celebrates the history of the site, and extends Flemington's downtown!



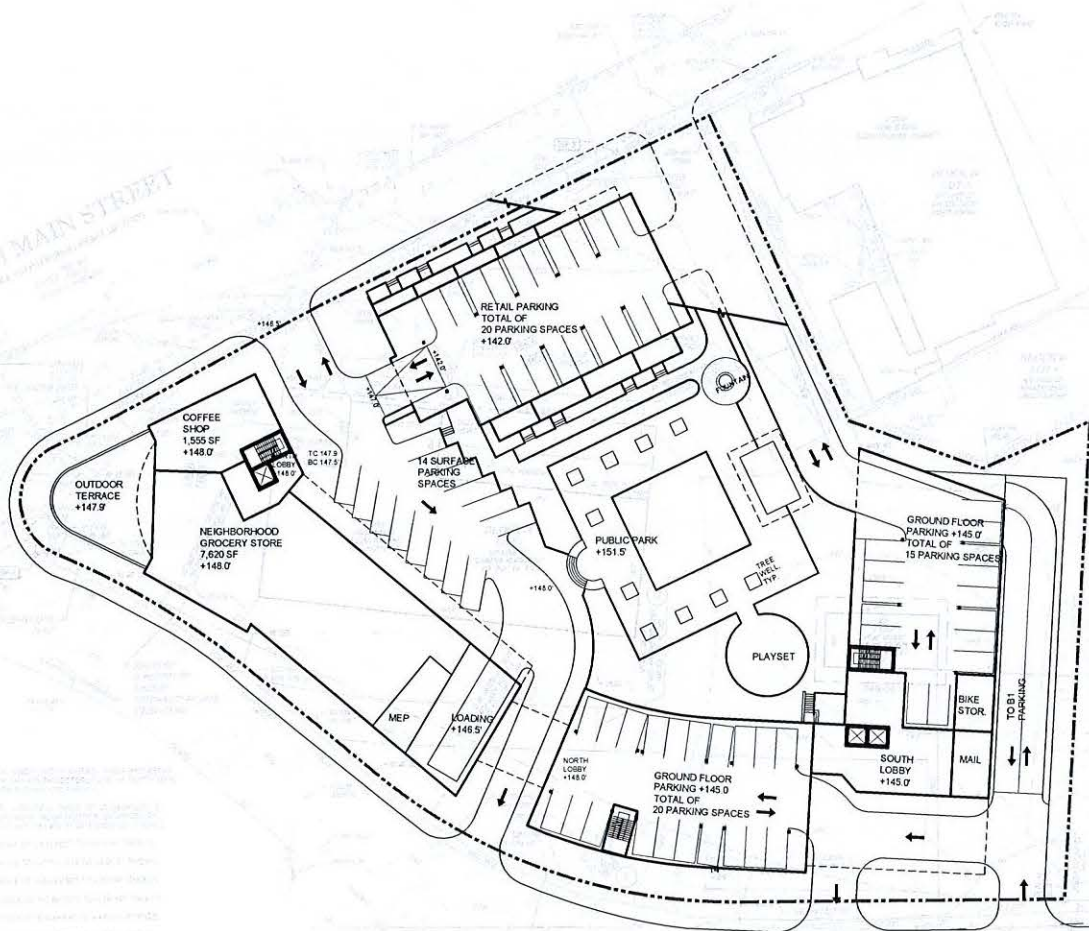




PROPOSED SITE SECTION
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022

NORTH MAIN STREET



RETAIL AREA: TOTAL 9,175 SF
GROCERY STORE: 7,620 SF
COFFEE SHOP: 1,555 SF

PARKING PROVIDED AT GROUND FLOOR:
35 Residential Spaces (20+15)
34 Retail Spaces (14+20)

PARKING SUMMARY FOR ENTIRE SITE:

	RESIDENTIAL	RETAIL
B1 LEVEL	89 SPACES	
GROUND LEVEL	35 SPACES	34 SPACES
UPPER LEVEL	20 SPACES	
TOTAL	144 SPACES	34 SPACES

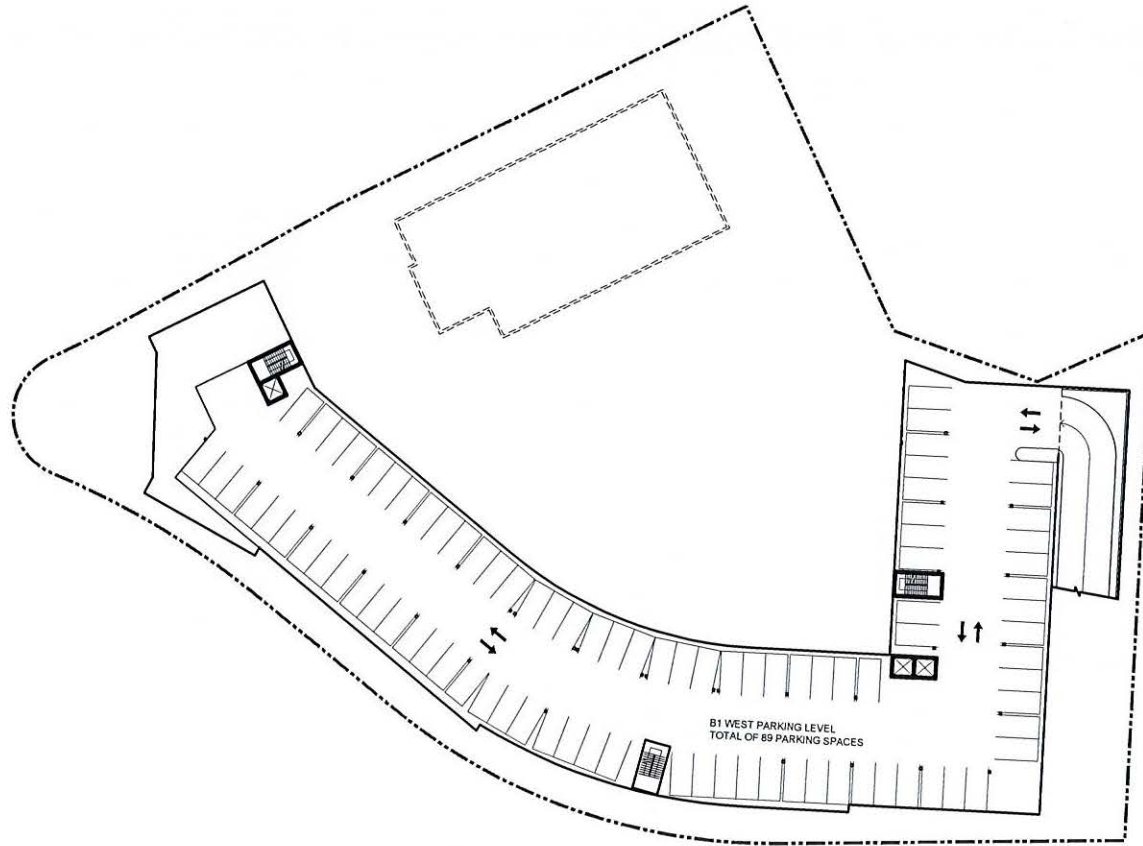
PARKING RATIO FOR RESIDENTIAL UNITS
144 SPACES/110 UNITS TOTAL (INCLUDING TOWNHOUSES)=1.3
RETAIL REQUIRES 1 SPACE PER 250 SF

PARKING REQUIREMENT FOR RETAIL:
9,175 SF/ 250 SF=36.7



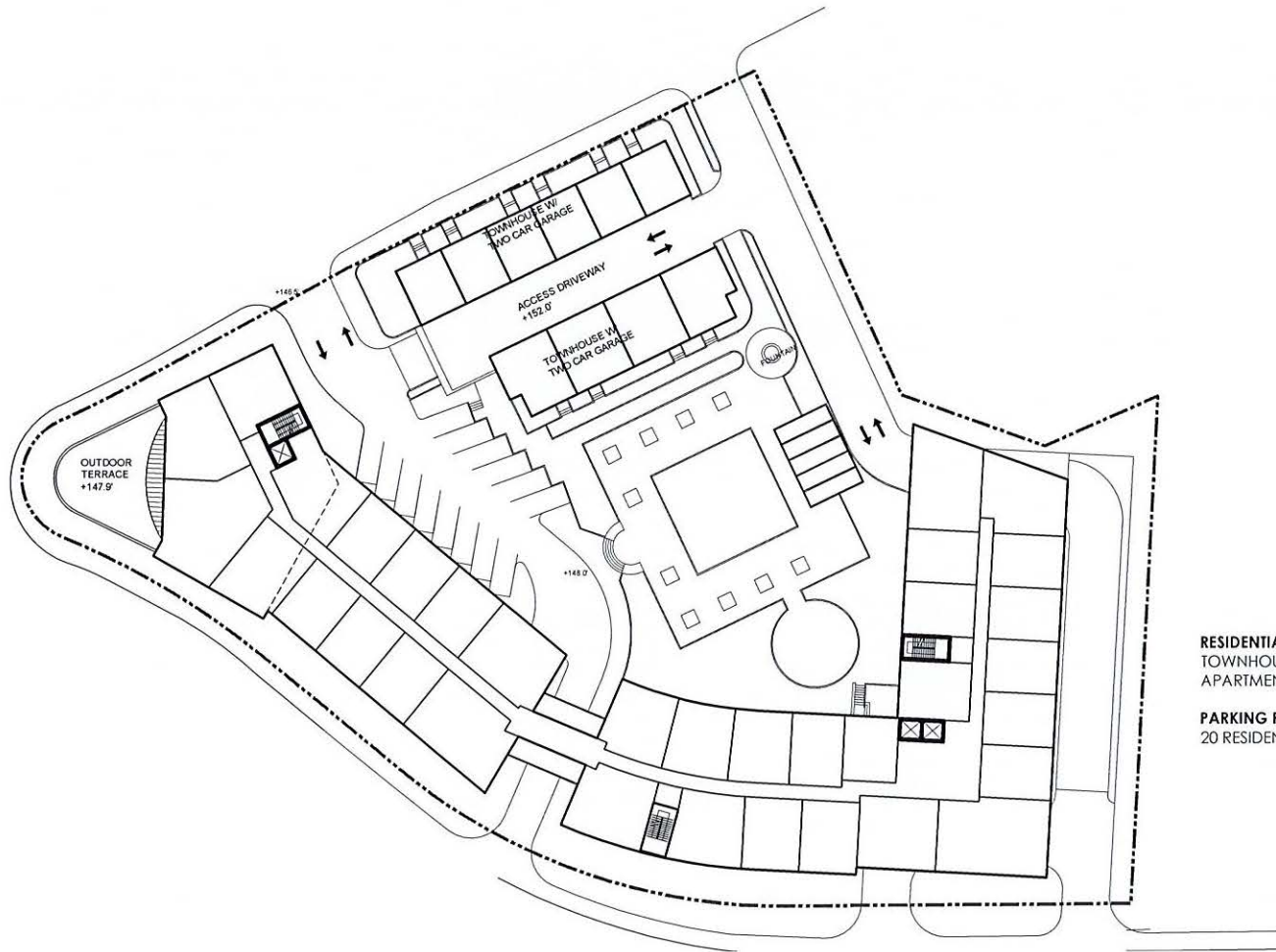
GROUND LEVEL
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



PARKING PROVIDED AT B1 LEVEL:
89 RESIDENTIAL SPACES





RESIDENTIAL UNITS: TOTAL 110
 TOWNHOUSES: 10
 APARTMENTS: THREE LEVELS WITH 100 UNITS

PARKING PROVIDED AT UPPER LEVEL:
 20 RESIDENTIAL SPACES (IN THE 10 TOWNHOUSE UNITS)



Conceptual Zoning Criteria for Block 14, Lot 1

28-Feb-22

	PROPOSED
Lot size (acre)	2.27
Density*	49 du/acre (d)
Total units	110
# of units per building	100 units max.
Front Yard Main Street	10'
Front Yard Park Avenue	10' (d)
Side & Rear Yard	10'
Building Height	4 stories approx. 53' * (d)
Impervious Coverage	85%
Min. distance between buildings	20'
Affordable Units	15% min./30% max.
Park	10,000 sf (public access)
Shared Parking /Offsite Parking	Provided
Gateway features	Provided
Keep Train Depot	TBD
Retail Sales	Grocery Store/retail
Pedestrian connection from Park-Main	Provided
Green Design Features	Provided

(d) - Deviation from 2016 Redevelopment Plan

* Building Height shall be based on average grade plane. To accommodate truck loading for the grocery store, part of the ground floor clear ceiling height has be to min. 16' which pushes up the overall building height.





1



2



3



4



GATEWAYS, CORNERS, & FACADES
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



TANNERY FALLS APARTMENTS - SHEBOYGAN FALLS, WI



PASADENA | APARTMENTS - WAUWATOSA, WI



AVIARY AT MIDDLETON MARKET - MIDDLETON, WI



VETERANS MANOR APARTMENTS - MILWAUKEE, WI



CARDINAL CAPITAL MANAGEMENT PROPERTIES
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



1



2



3



4



TOWNHOUSES
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



1



2



3



4



4



INSPIRATION IMAGES: SUMMER STAGE AND FARMERS MARKET
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022



1



2



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4



5



INSPIRATION IMAGERY: EXTERIOR AMENITIES
STUDIO 1200 ARCHITECTURE + DESIGN

FLEMINGTON REDEVELOPMENT
02/28/2022