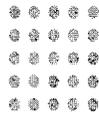


**STATE REGISTER ACT APPLICATION
FOR PROJECT AUTHORIZATION
AND
ALTERNATIVES ANALYSIS**

for

**90-100 Main St.
Block 22 / Lot 7
Flemington, Hunterdon County, NJ**

Prepared by



peter primavera partners llc

historic preservation / cultural resources

MINNO  WASKO

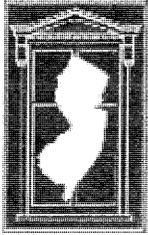
May 22, 2017

Table of Contents

- Application for Project Authorization Under the New Jersey Register of Historic Places Act
 - A. Required Documentation.
 - 1. Complete lists including addresses.
 - a. List of local historical societies.
 - b. List of local historic preservation commissions.
 - c. List of public and private property owners of registered property directly affected by the Project.
 - d. List of all affected local government units, agencies or instrumentalities thereof concerned with historic preservation, and any statewide organizations and local organizations specifically concerned with historic preservation in the area of the Project.
 - 2. Maps.
 - a. Tax Map.
 - b. Google Aerial Maps and Street Map.
 - c. Historic District Map (enlarged portion).
 - 3. Photographs of Property taken March 9, 2017.
 - 4. Plans.
 - a. Engineering Concept Plan for Redevelopment Project.
 - b. Architectural Plans for Redevelopment Project.
 - 5. Specifications.
 - a. See Engineering Concept Plan (Attachment A.4.a.) and Architectural Plans (Attachment A.4.b.) for Redevelopment Project.
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 - a. Executed April 12, 2017 Redevelopment Agreement between Borough of Flemington and Flemington Center Urban Renewal, LLC.
 - 7. Structural Assessment.
 - 8. Relocation – not applicable.
 - B. Project Description.
 - 1. Project Layout Plans and Renderings.
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 - 1. Letter from Mayor Greiner.
 - 2. Comments in Support of Redevelopment Project from local entities.
 - 3. Presentation to NJDEP on February 24, 2017 by Mayor Greiner and Redeveloper.

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2. Borough of Flemington 2015 Re-examination of the Master Plan
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Expanded Union Hotel Redevelopment Area
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5. Map depicting Alternative 2 – No Build on Block 22, Lot 7
6. Map depicting Alternative 3 – Full Build
7. Map depicting Alternative 4 – Adaptive Reuse
8. Appendix
 - a. Resumes of Professionals who prepared the Alternatives/Mitigation Report.
 - b. All letters from code officials or others with jurisdiction.
 - c. All comments received from interested parties.



Application for Project Authorization Under the New Jersey Register of Historic Places Act

NJ Department of Environmental Protection • Natural & Historic Resources • Historic Preservation Office

Date May 22, 2017

Applicant Borough of Flemington, Hunterdon County

State, County, or Municipal agency or instrumentality thereof, applying for authorization.

Note: If an application is being submitted by an authorized representative on behalf of a public agency, written authorization from the public agency must be submitted with the application.

Project Name Sale of Block 22, Lot 7

Contact Person(s) Mayor Phil Greiner Consultant: Peter Primavera

Address 38 Park Avenue, Flemington, NJ 08822 19 Duer Street, #5, North Plainfield, NJ 07060

Telephone 908-499-2116 (Peter) FAX _____ E-mail petera.primavera@gmail.com

(FOR HPO USE ONLY) Technically and Professionally Complete Date _____

New Jersey Register Listed Property Affected by Project

Name of listed Property or Historic District Flemington Historic District (ID#1587)

Address of listed property 90-100 Main Street, Flemington

Block # 22 Lot # 7

Municipality Flemington County Hunterdon

A. Required Documentation

Please enclose the documentation listed below as required by N.J.A.C. 7:4-7.1 (d). The required documentation, taken with the project description, must be sufficient to completely describe the proposed undertaking. When using attachments, please label using the letters and numbers (e.g., A.1.c.) as listed herein.

1. Complete lists (include addresses) of:
 - a. Local historical societies
 - b. Local historic preservation commissions
 - c. All public and private property owners of registered property directly affected by the project. N.J.A.C. 7:4-7.1(d) stipulates that this list shall be the list of all private and public property owners (including right-of-way owners) named in the official municipal tax records and maps as of the date of the application's submission and shall be notarized by the appropriate municipal official. This list is not the list of property owners within 200 feet of the project; (although submission of that list would be acceptable) it is the list of owners of registered properties which are directly physically impacted by the project.

- d. All affected local government units, any agencies or instrumentalities thereof concerned with historic preservation, and any statewide organization and local organization specifically concerned with historic preservation in the area of the undertaking's potential impact.

Applications which do not include these four lists are not complete and cannot be reviewed until this information is received.

2. Maps
3. Photographs, both of the overall project area and of specific project work areas. Photographs should be labeled as to location and keyed to a plan sheet. (Although optional, slides may augment the application and facilitate the presentation to the Historic Sites Council of a project that is an encroachment.) Photographs should be labeled identifying site location and keyed to architectural or engineering plans.
4. Complete architectural or engineering plans-including a site plan (2 sets)
5. Specifications (1 set)
6. Proposed agreements (easements, lease, deed, covenant etc.) applicable to the undertaking.
7. If the application proposes demolition of all or a substantial portion of a property, the application shall include a structural assessment and an evaluation of whether the property could be reasonably repaired, to be prepared by an architect or engineer with demonstrated experience with historic properties.
8. If the application proposes relocation of a New Jersey Register listed property, information and documentation required in N.J.A.C. 7:4-3.2(c) must also be submitted.

B. Project Description

Please describe the proposed undertaking in full detail. Where functional or programmatic constraints call for changes to historic configurations, those constraints should be explained very clearly. (Use lettered attachments when necessary.)

The project under review is the sale of Block 22, Lot 7 (the "Property") from the Borough of Flemington to Flemington Center Urban Renewal, LLC (the "Project").

Once Flemington Center Urban Renewal, LLC (the "Redeveloper") owns the Property, it proposes the preservation of the exterior of the building known as the bank building (located to the north and front of the overall building and categorized as "contributing property" to the Historic District) (see Attachment A.4., the "Bank Building"). The exterior of the Bank Building will remain and the interior will be redeveloped. Upon completion of the redevelopment, the Bank Building will contain approximately 4,200 square feet of retail space, and 8 dwelling units (the "Bank Building Project"). It further proposes the removal of the portion of the building known as the police building (located to the south and rear of the overall building and categorized as "noncontributing" within the Historic District) (the "Police Building").

The entire redevelopment project (including the Bank Building Project) includes the construction of approximately 222 dwelling units, a 100 room hotel, a 45,000 square foot educational/medical building, 32,250 square feet of retail space, 4,800 square feet of amenities, and 820 parking spaces on property known as Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 12, 13 and 14, Block 23, Lots 1 and 7, and Block 24, Lots 1, 2, 3 and 5 (the "Redevelopment Project"). IMPORTANTLY, THE REDEVELOPMENT PROJECT HAS BEEN DESIGNED TO RETAIN THE EXTERIOR OF THE BANK BUILDING (OTHER THAN THE LIMESTONE FACADE ON THE FIRST FLOOR) AND THE EXTERIOR OF THE UNION HOTEL. As described herein, while the Union Hotel is not the subject of this application, the proposed sale and development of the Property is required to construct the Redevelopment Project and save the exterior of the Union Hotel and the exterior of the Bank Building. For details please see the Project Layout Plans and Renderings (Attachment B), the Engineering Concept Plan (Attachment A.4.a.), and the Architectural Plans (Attachment A.4.b.).

C. Statement of Purpose

Please state the need and/or purpose for the proposed undertaking. Address the public benefit of the proposed project. (Use lettered attachments when necessary)

The Borough has conducted extensive studies concerning the economic viability of the downtown. The studies found that the downtown is declining and not economically viable without development. The Borough has repeatedly attempted to sell the Property to no avail. New Jersey law provides that municipalities with areas designated as "in need of redevelopment" may contract with developers for the redevelopment of those areas. The goal is to attract redevelopment that otherwise would likely not occur in a blighted area. Block 22, Lot 7 was designated as an area in need of redevelopment by the Borough. The purpose of the Project (the sale of Block 22, Lot 7) is to facilitate the redevelopment of the Borough's downtown. The purpose of the Bank Building Project and the Redevelopment Project, is to create a vibrant, active downtown center that will not only provide active and thriving uses on site but will result in increased visits to downtown by residents and others providing increased success for existing business and further opportunities for the location of new businesses. This ripple effect will take a declining and not economically viable downtown and create a vibrant, active, successful downtown Flemington. An important public benefit of a vibrant downtown is the improved exposure of the historic buildings and historic significance of Flemington Borough. For further details please see a Letter from Mayor Greiner (Attachment C.1.), and comments expressing support for the Redevelopment Project from various local entities (Attachment C.2.).

D. Alternatives/Mitigation

Please describe alternatives (or actions taken) that would avoid, reduce, or mitigate any encroachment of the project on the affected New Jersey Register listed property. Discuss feasibility and prudence of alternatives. (Use lettered attachments when necessary.)

Multiple alternatives for the Bank Building Project and the Redevelopment Project were explored by the Redeveloper. One such alternative included the removal of the entire building located at Block 22, Lot 7. After great effort by the Redeveloper, the Redeveloper's current proposal includes the preservation of the exterior of the Bank Building. Although it is outside the jurisdiction of this application, it is important to note that the current proposal also includes the preservation of the exterior of the Union Hotel. Please see the attached Exhibit D for a detailed Alternatives Analysis and support documents.

E. Project Funding

Please list sources of funding, including federal funds.

The sale of the Property does not involve public funds and the Redevelopment Project will use private funds.

F. Permits

Please list permits needed for the proposed project, including any necessary federal permits, licenses or approvals.

The sale of the Property does not require any permits or licenses and only requires SHPO approval. No Federal permits, licenses or approvals are required for the Redevelopment Project. State permits required for the Redevelopment Project include TWA for sanitary sewer and BWSE for water.

OTHER INFORMATION

The following information may also be needed depending on the nature of the project:

- ARCHAEOLOGY:** If an archaeological survey or other pertinent survey has been undertaken for this project, it must be included with the application. In all cases, when a professional archaeological survey is not included with (or proposed in) the application and the project will include ground disturbance, the rationale for not conducting survey must be enclosed. This rationale for all areas of potential ground disturbance should include detailed documentation of known prior uses (both modern and historic) and prior disturbances. Areas of potential ground disturbance include construction staging areas, areas of grading, etc. on the New Jersey Register listed property.
- CIVIL ENGINEERING
(PARTICULARLY
ROAD & BRIDGE PROJECTS):** Data which informs the basis of the project's design such as: existing road limitations, traffic counts/studies, road classification, design speeds, design hourly volume, and predicted levels of service. Please provide specific references to the relevant AASHTO design tables. May include an Alternatives Analysis Report.
- CODE:** Where a code requirement affects the treatment of historic features or spaces, please provide specific reference to the section of the code involved and indicate if flexible application of the code for historic buildings as allowed by the New Jersey Uniform Construction Code has been sought or granted.
- ECONOMICS:** If economic factors affect an aspect of the project or the design of a project as a whole, a detailed and documented breakdown of the costs involved should be attached to the application.
- ENGINEERING:** If engineering concerns such as structural stability or load bearing capacity, etc. affect the project's impact on the historic property, engineering reports, prepared by an engineer with demonstrated experience working with similar historic resources, should be attached to the application.

LIST OF ALL DOCUMENTS

Please provide a complete listing of all documents including title. In all cases, when a professional archaeological survey is not included with (or proposed in) the application and the project will include ground disturbance, the rationale for not conducting survey must be enclosed.

Please see the attached Table of Contents for a list of all documents included in this submission. The sale of the Property will cause no ground disturbance. The Bank Building Project includes the removal of the non-contributing Police Building within the current foundation. The existing building has a large and deep basement, which indicates that any archaeological potential has been destroyed by previous building excavation. An archaeological survey has not been required by any agency and has not been conducted.

REVIEW PROCESS

Applications are submitted to the Historic Preservation Office (HPO). Within 30 days, the HPO will evaluate the application for technical and professional completeness. Faxed copies of applications do not formally initiate project review. Within 45 days of receipt of a technically complete application, HPO will determine if the project constitutes an encroachment and notify the applicant accordingly. If the HPO determines that a project does not constitute an encroachment (that the project is in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties), the application is approved administratively by the HPO and does not require review before the Historic Sites Council. A project which constitutes an encroachment is scheduled for an upcoming Historic Sites Council meeting, and the applicant is so notified. The Historic Sites Council makes a recommendation in the form of a formal resolution to the Commissioner of the Department of Environmental Protection. The Commissioner must act within 120 days of receipt of a technically complete application. When the applicant has tight project schedules and deadlines to meet, the HPO strongly encourages early submission of applications.



Mail Code 501-04B
State of New Jersey
Department of Environmental Protection
HISTORIC PRESERVATION OFFICE
PO Box 420 Trenton, NJ 08625-0420
TEL: (609) 984-0176 FAX: (609) 984-0578
www.nj.gov/dep/hpo



This publication has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior, and administered by the New Jersey Department of Environmental Protection, Natural & Historic Resources, Historic Preservation Office. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior. This program receives federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street NW (NC209), Washington, D.C. 20240

Attachment A.1.a.
Local Historical Societies

Hunterdon County Historical Society
114 Main Street
Flemington, New Jersey 08822

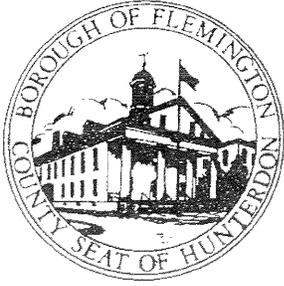
There is no Flemington Historical Society.

Attachment A.1.b.
Local Historic Preservation Commissions

Flemington Historic Preservation Commission
38 Park Avenue
Flemington, New Jersey 08822

Attachment A.1.c.
Public and Private Property Owners of Registered Property
Directly Affected by the Project

See the attached certified list of property owners within 200 feet of Block 22, Lot 7 from the Borough Tax Assessor.



Borough of Flemington

38 Park Avenue
Flemington, New Jersey 08822
Phone (908) 782-8840
Fax (908) 782-0142

March 31, 2017

Tiena M. Cofoni, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

Re: Block 22 Lot 7 C1
96 Main Street
Flemington Borough, Flemington, NJ 08822

Dear Ms. Cofoni,

Enclosed, herewith is the certified list of property owners within 200 feet for Block 22 Lot 7 C1.

If I can be of any further assistance please do not hesitate to contact my office.

Sincerely,

Edward L. Kerwin

Edward L. Kerwin, CTA
Tax Assessor

UTILITIES WITHIN FLEMINGTON BOROUGH

C-TECH CABLE SYSTEMS
279 AMWELL ROAD
SOMERVILLE, NJ 08876

FLEMINGTON BOROUGH WATER & SEWER DEPARTMENT
38 PARK AVE
FLEMINGTON, NJ 08822

UNITED TELEPHONE OF NEW JERSEY, INC
160 CENTER STREET
CLINTON, NJ 08809

ELIZABETHTOWN GAS COMPANY
TEN PEACHTREE PLACE, 16TH FLOOR DEPT 1150
ATLANTA, GA 30309

PUBLIC SERVICE ELECTRIC & GAS COMPANY
MANAGER-CORPORATE PROPERTIES
80 PARK PLAZA, T6B
NEWARK, NJ 07102

GPU ENERGY
300 MADISON AVE PO BOX 1911
MORRISTOWN, NJ 07962-1911

TAXING DISTRICT 09 FLEMINGTON BORO

COUNTY 10 HUNTERDON

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
17	71 MAIN ST	15C	COUNTY OF HUNTERDON
8	9,9.02		PO BOX 2900 FLEMINGTON NJ 08822
21	117 MAIN ST	15C	HUNTERDON CO CHAMBER OF COMMERCE
21			117-119 MAIN ST FLEMINGTON NJ 08822
21	115 MAIN ST	4A	115 MAIN STREET ASSOCIATES LLC
22			115 MAIN STREET FLEMINGTON NJ 08822
21	111 MAIN ST	4A	111 MAIN LLC C/O FRANCIS J BANISCH
23			111 MAIN STREET FLEMINGTON NJ 08822
21	111 MAIN ST	15C	COUNTY OF HUNTERDON
23.1			ADM. BLDG, MAIN ST FLEMINGTON NJ 08822
21	95 MAIN ST	4A	MAIN STREET ASSOC C/O ALFRED BLAKE
24			324 STIRRUP KEY BLVD MARATHON FLORIDA 33050
21	91 MAIN ST	4A	ROTH, LEE B
25			91 MAIN STREET FLEMINGTON NJ 08822
21	79 MAIN ST	4A	LEE, CHRISTINA
26			10441 ABALONE LANDING TER SAN DIEGO CA 92130
21	6 COURT ST	15C	COUNTY OF HUNTERDON
27			MAIN STREET FLEMINGTON NJ 08822
22	70-74 MAIN ST	4A	FLEMINGTON UNION HOTEL LLC
4			22 BLOOMFIELD AVE FLEMINGTON NJ 08822
22	80 MAIN ST	4A	FLEMINGTON REVITALIZATION PTNERSHIP
5			23 GEARYS RIDGE RD RINGOES NJ 08551
22	82 MAIN ST	4A	TWEED GROUP LLC C/O CRONHEIM MGMNT
6			PO BOX 268 CHATHAM, NJ 07928
22	104 MAIN ST	15A	FLEMINGTON BOROUGH
8			38 PARK AVENUE FLEMINGTON NJ 08822
22	6 CHORISTER PL	15C	FLEMINGTON BOROUGH
9			38 PARK AVENUE FLEMINGTON NJ 08822
22	19 SPRING ST	15C	FLEMINGTON BOROUGH
10			38 PARK AVENUE FLEMINGTON NJ 08822
22	7 SPRING ST	1	FLEMINGTON REVITALIZATION PTNERSHIP
12			23 GEARYS RIDGE RD RINGOES NJ 08551
22	21 BLOOMFIELD AVE	4A	FLEMINGTON FUR COMPANY LLC
14			8 SPRING STREET FLEMINGTON NJ 08822
24	8 SPRING ST	4A	FLEMINGTON FUR COMPANY LLC
2	3		8 SPRING STREET FLEMINGTON NJ 08822

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
24 5	12 SPRING ST	1	FLEMINGTON FUR COMPANY LLC 8 SPRING STREET FLEMINGTON NJ 08822
24 6	14 SPRING ST	2	RODRIGUEZ, ADAN A 14 SPRING STREET FLEMINGTON NJ 08822
24 7	16 SPRING ST	2	NEWELL, SHANE LOGAN 3 WOODSIDE LANE FLEMINGTON NJ 08822
24 8	18 SPRING ST	2	18 SPRING STREET LLC C/O SCHAIBLE 7 SANFORD ROAD STOCKTON NJ 08559
24 9	20 SPRING ST	2	JONES, GERALD LEE & KAREN R TOVI 20 SPRING ST FLEMINGTON NJ 08822
24 10	24 SPRING ST	2	MCKENZIE, ELIZABETH C 24 SPRING STREET FLEMINGTON NJ 08822
24 11	26 SPRING ST	2	STEWART, LOIS K 26 SPRING ST FLEMINGTON NJ 08822
24 12	28 SPRING ST	4A	ZUEGNER LOUIS L & JEANNE K 28 SPRING ST FLEMINGTON NJ 08822
24 13	14 MAPLE AVE	2	MURTAUGH, HARRY 14 MAPLE AVENUE FLEMINGTON NJ 08822
24 18	75 BROAD ST	2	LIPTAK, OKNAN 400 SOUTHWICK ST RARITAN NJ 08869
24 19	71 BROAD ST	2	SANFEDELE, BARBARA J 71 BROAD STREET FLEMINGTON NJ 08822
24 20	67 BROAD ST	2	FLEMING, WARREN G & NANCY 67 BROAD ST FLEMINGTON NJ 08822
24 21	65 BROAD ST	2	BAXEVANE, NICHOLAS & CHRISTINE 65 BROAD STREET FLEMINGTON NJ 08822

Attachment A.1.d.
**Local Government Units, Agencies or Instrumentalities Concerned with
Historic Preservation and Statewide Organizations and Local Organizations
Concerned with Historic Preservation in the Area of the Undertaking's
Potential Impact**

Friends of Historic Flemington, LLC
PO Box 289
Flemington, New Jersey 08822

Hunterdon County Cultural and Heritage Commission
Attn: Carrie A. Fellows
PO Box 2900
Flemington, New Jersey 08822

Hunterdon Land Trust
Attn: Katherine Suttle
111 Mine Road
Flemington, New Jersey 08822

National Trust for Historic Preservation
2600 Virginia Avenue NW
Suite 1100
Washington, DC 20037

NJDEP – Historic Preservation Office
501 East State Street
Trenton, New Jersey 08625

New Jersey Historical Commission
PO Box 305
Trenton, New Jersey 08625

Preservation New Jersey
310 W. State Street
Trenton, New Jersey 08618

Rural Awareness, Inc.
Attn: Lora Jones
PO Box 314
Quakertown, New Jersey 08868



SEE SHEET 2

SEE SHEET 3

SEE SHEET 6

SEE SHEET 6

SEE SHEET 5

(2182)

THIS SHEET IS A REPRODUCED COPY OF THE TAX MAP PREPARED BY FRANK W. WOODMAN, C.E., A PROFESSIONAL ENGINEER, AND HIS ASSOCIATES, INC., 1000 MAIN STREET, FLEMINGTON, N.J. 08822. THE ORIGINAL MAP WAS FILED IN THE OFFICE OF THE COUNTY CLERK OF HUNTERDON COUNTY, N.J. ON JULY 2, 2012. ANY CHANGES TO THIS MAP MUST BE MADE BY THE COUNTY CLERK OF HUNTERDON COUNTY, N.J. ON JULY 2, 2012.

ROBERT CROSBARTE ASSOCIATES
ADVISED BY EMERSON W. FLEMINGTON, N.J.

TAX MAP
BOROUGH OF FLEMINGTON
Hunterdon County, N.J.
Scale: 1" = 100'
May 2012

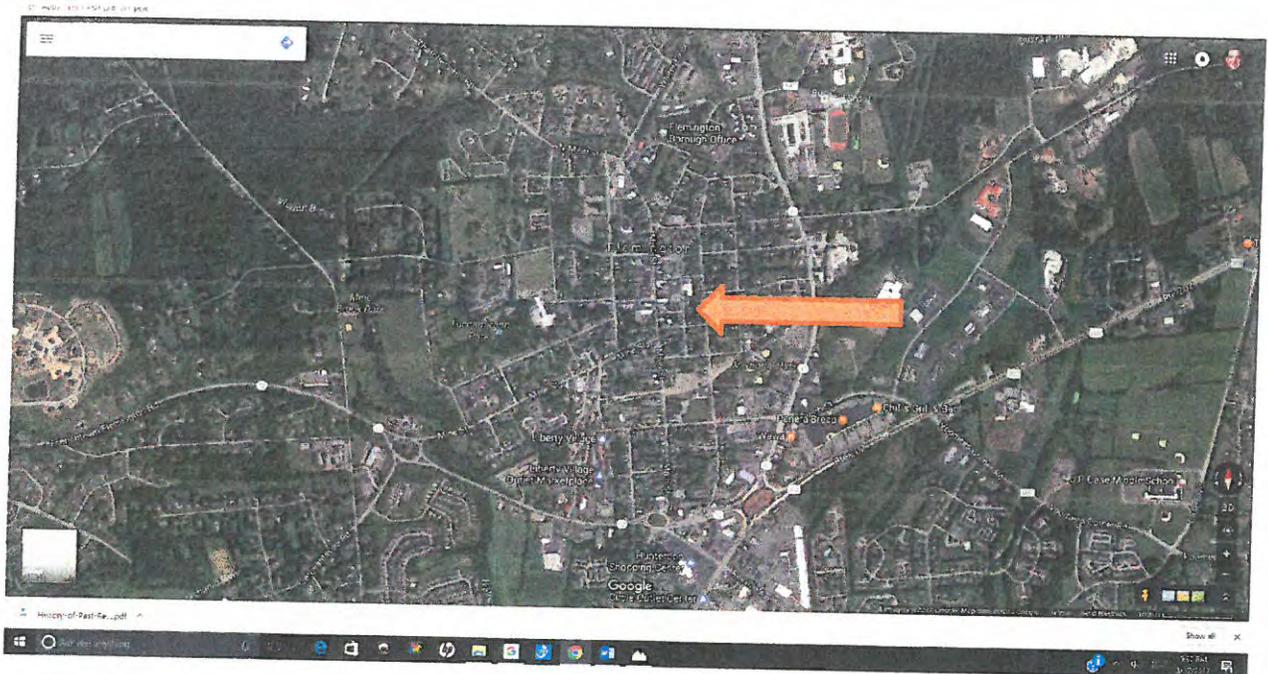
TO SHOW CONDITIONS AS OF DEC. 31, 2012
APPROVED BY THE BOARD OF FREEHOLDERS
MAY 20 2012

FOR THE DIRECTOR OF TAXATION
MAY 20 2012

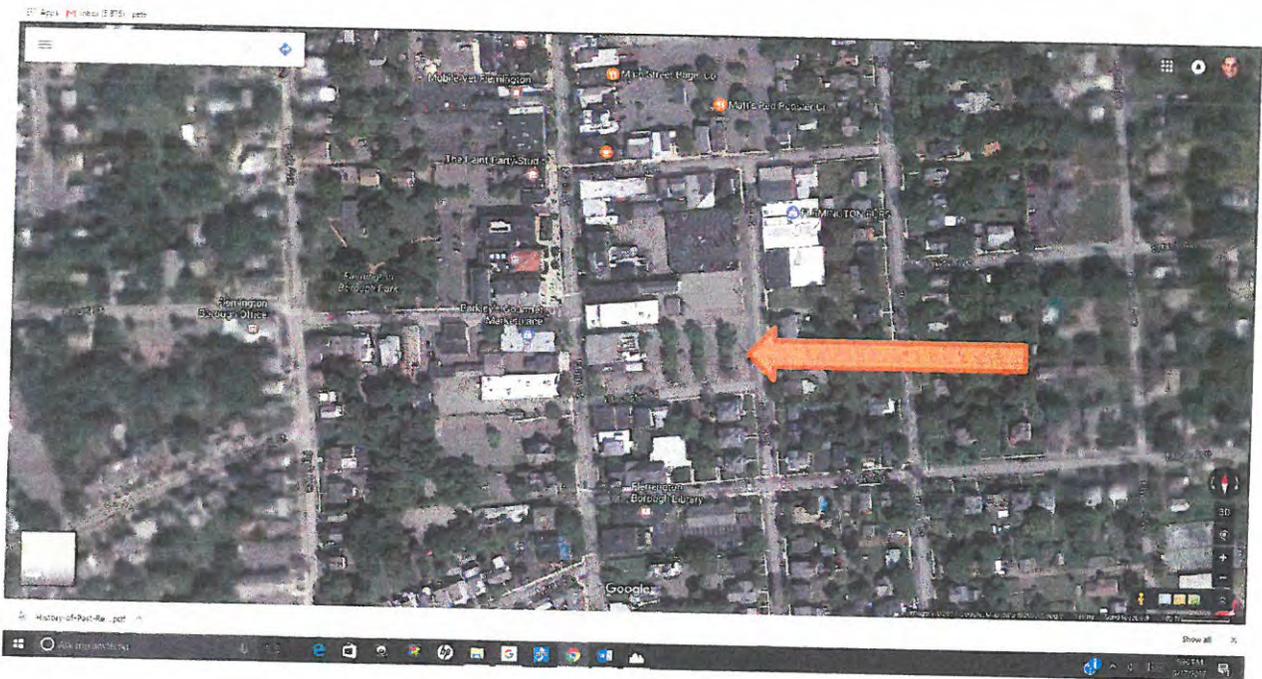
**Attachment A.2.b.
Google Aerial Maps and Street Map**



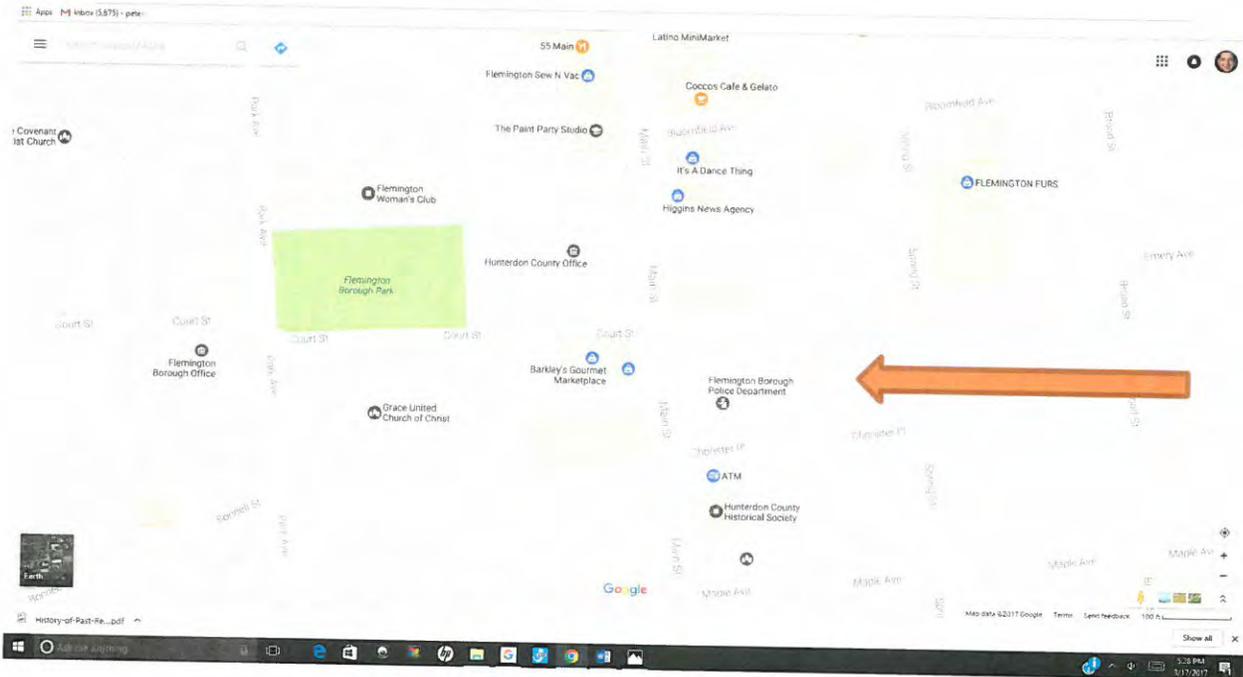
Flemington



90-100 Main, Downtown Flemington



90-100 Main St and immediate vicinity



Attachment A.2.c.
Flemington Historic District Map
(enlarged portion)



Yellow = Significant
Green = Contributing
Purple = Non-Contributing Historic/Contemporary
Blue = Encroaching
Black = Demolished

Attachment A.3.
Photographs of Property taken March 9, 2017

90-100 Main Street. View facing east southeast.



90-100 Main Street. View facing northeast. Police station is at right of photograph.



90-100 Main Street. View facing east southeast of the north side of the building.



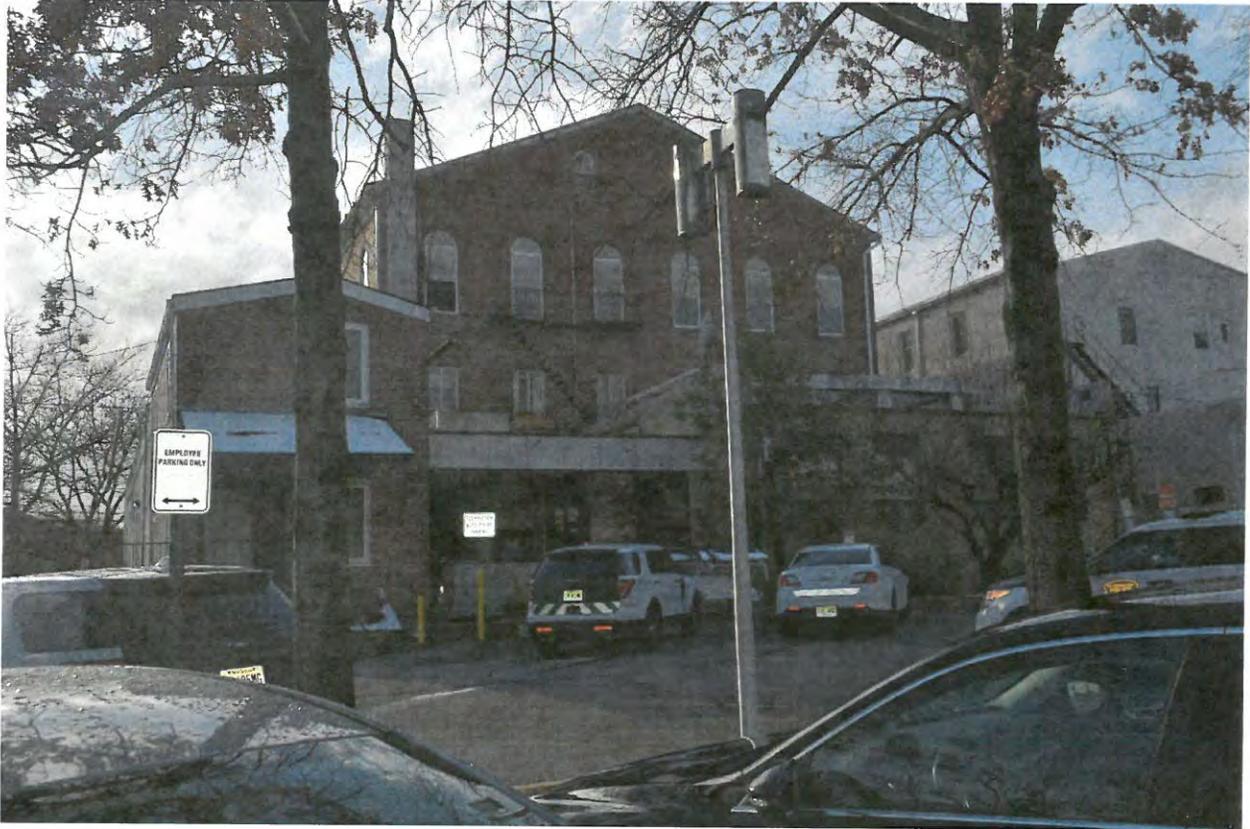
90-100 Main Street. View facing east southeast of parking lot in the rear.



90-100 Main Street. View facing west of rear of 90 Main Street.



90-100 Main Street. View facing northwest of rear of 90-100 Main Street with parking in foreground.



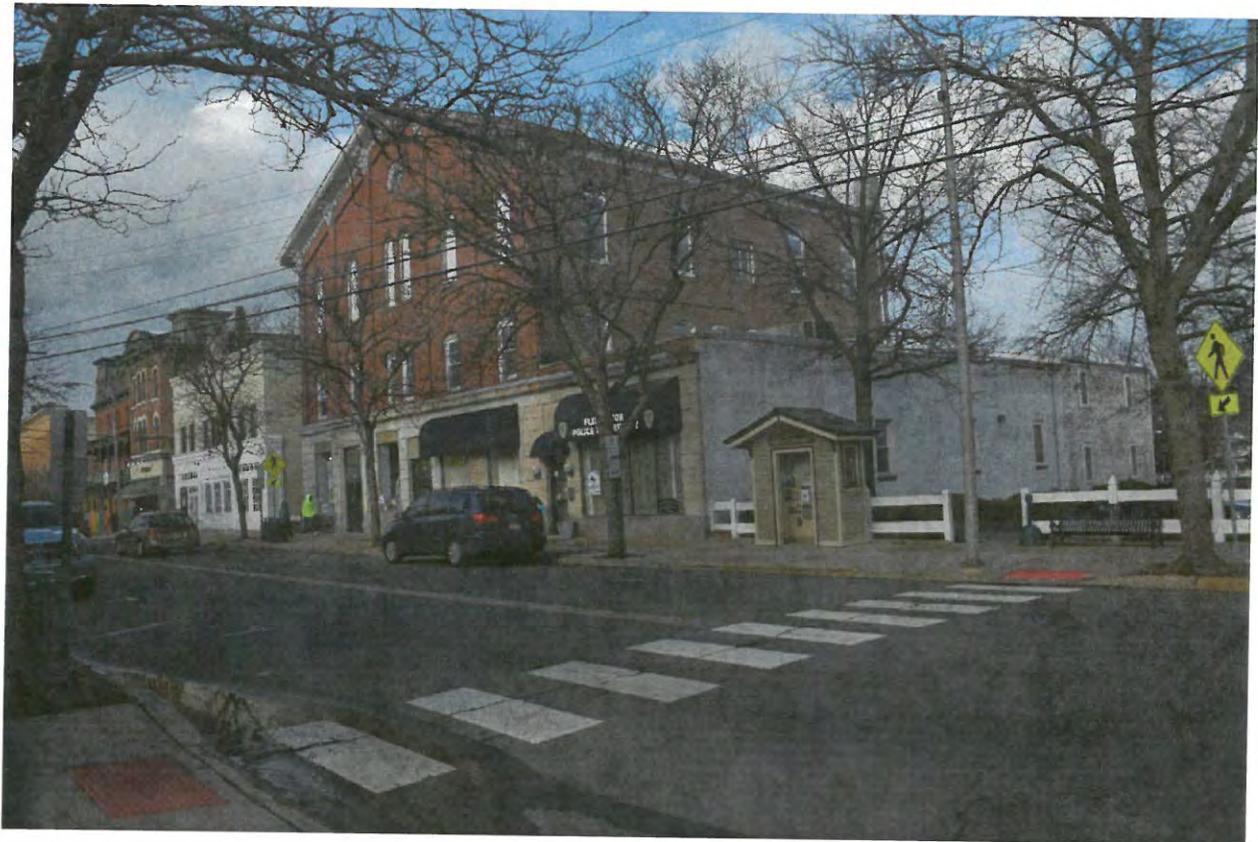
90-100 Main Street. View facing northwest of Police Station and surrounding surface parking.



90-100 Main Street. View facing north of Police Station and parking.



90-100 Main Street. View facing northeast of former bank and police station. Small structure at right is "Visitor's Center" booth.



90-100 Main Street. View facing northeast of first floor. All windows and doors have been replaced.



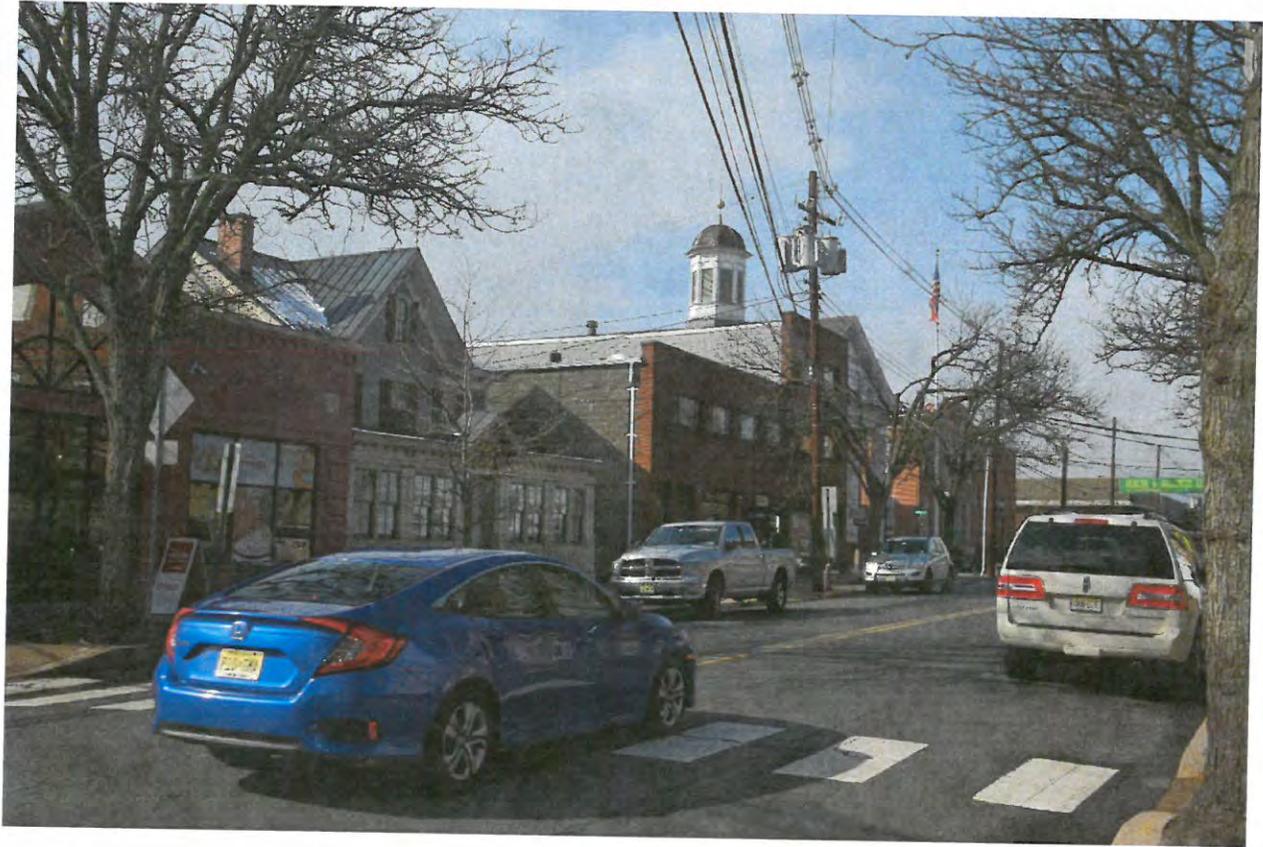
View facing north west of building immediately across Main St from 90-100 Main Street.



View facing southwest of buildings across Main Street from 90-100 Main Street.



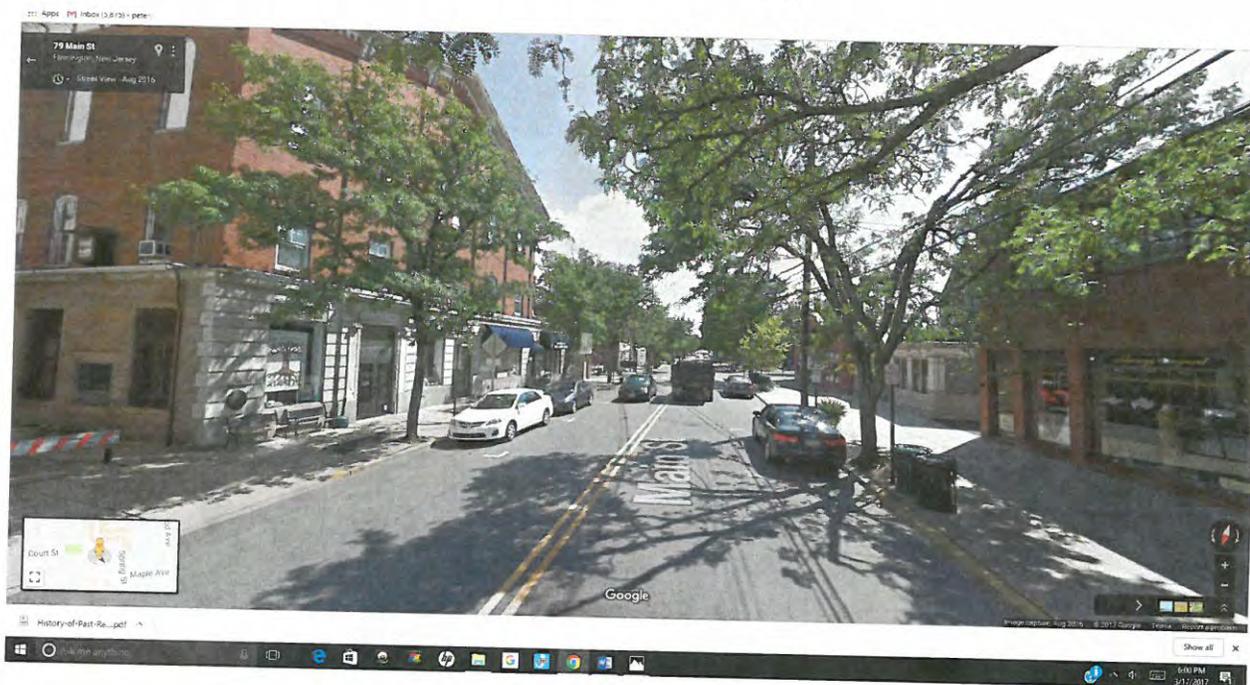
View facing northwest of buildings across Main Street from 90-100 Main Street. Courthouse steeple in distance.



View facing northeast of buildings north of 90-100 Main Street.



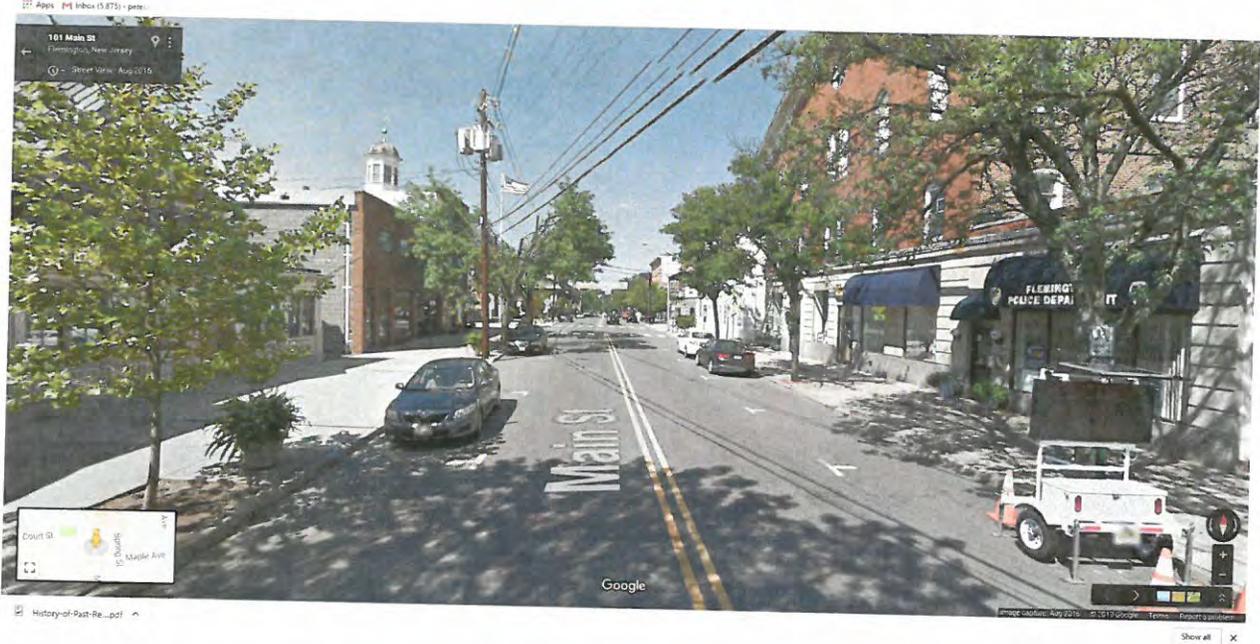
Panoramic view facing south with 90-100 Main Street at left.



Panoramic view facing north with 90-100 Main Street at right.

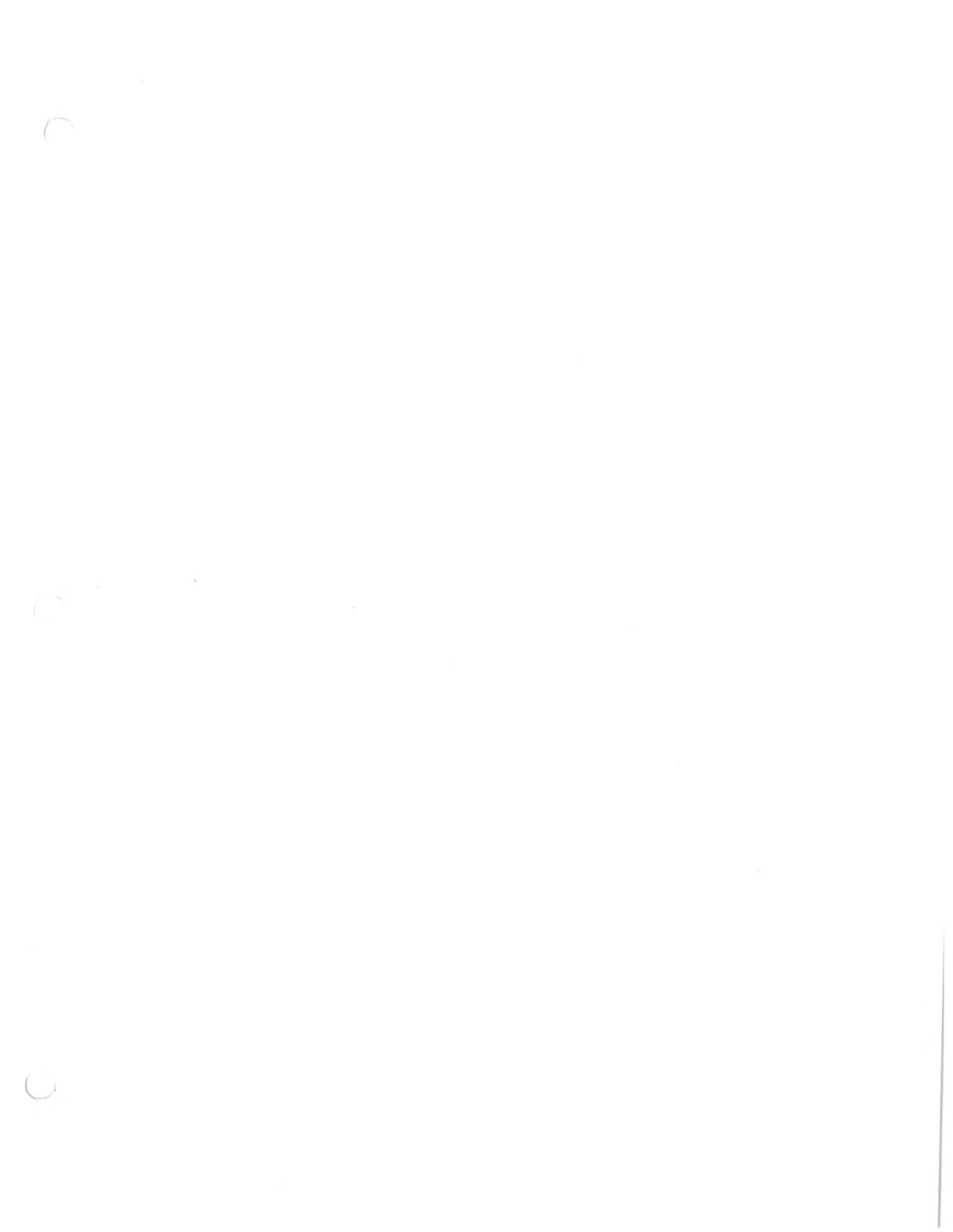


Panoramic view facing north with 90-100 Main Street at right.



Panoramic view facing southeast to street and building south of 90-100 Main Street. Modern building adjacent to 90-100 Main Street is shown.







Basement Level

DATE: 2017.05.13

COURTHOUSE SQUARE
FLEMINGTON, NJ

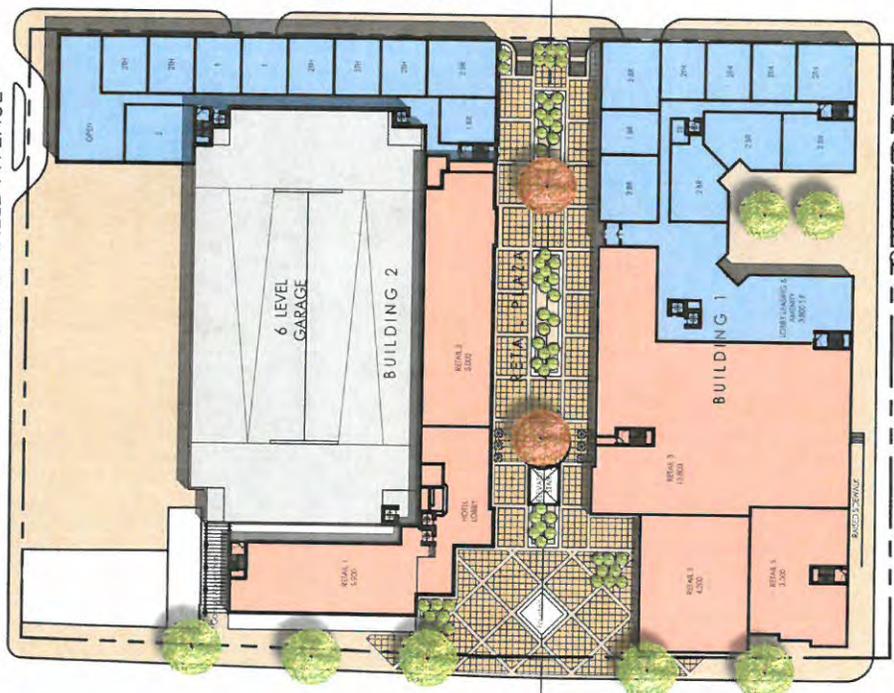
FLEMINGTON CENTER
URBAN RENEWAL LLC.

COMPILED BY MINNO & WASKO ARCHITECTS AND PLANNERS

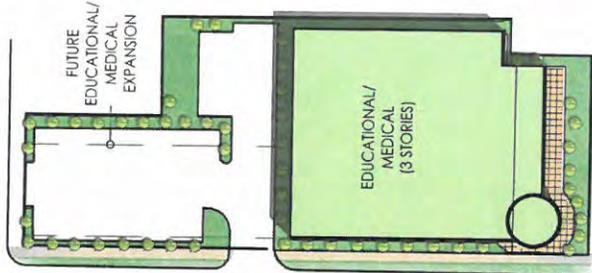
CONCEPT BUILDING PLANS

MINNO & WASKO
ARCHITECTS AND PLANNERS
90 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08832
MINNOWASKO.COM

BLOOMFIELD AVENUE



SPRING STREET

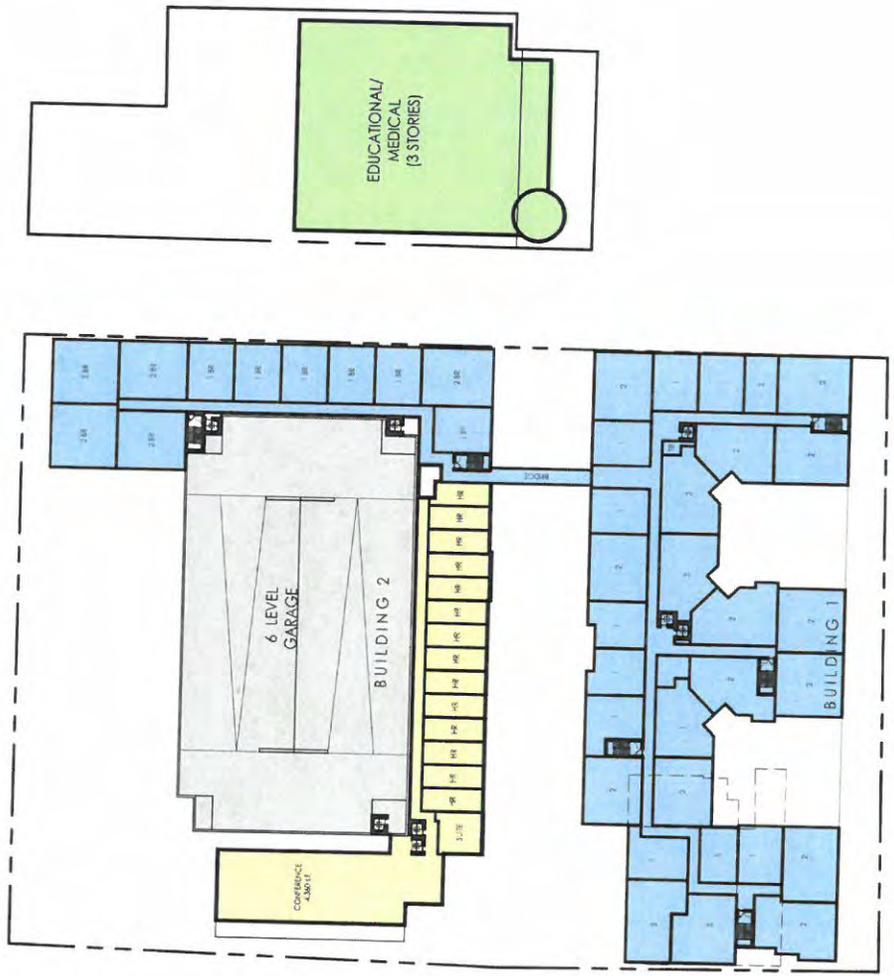


Project Statistics

Parking Provided	820 Spac
Podium Garage	169 Sp
Vertical Garage	585 Sp
Surface	24 Sp
Off-Site	60 Sp
D.U.	222 DU
Hotel	Building 1 159 DU
	Building 2 63 DU
Educational Medical	100 Keys
Retail	45,000 s.f.
	Building 1 21,350 s.f.
	Building 2 10,900 s.f.
	4,800 S.F. Amenity

Ground Floor

DATE: 2017-05-13



Second Floor

DATE: 2017.05.13



Third Floor

DATE: 2017.05.13

FLEMINGTON CENTER
URBAN RENEWAL LLC.

COURTHOUSE SQUARE
FLEMINGTON, NJ

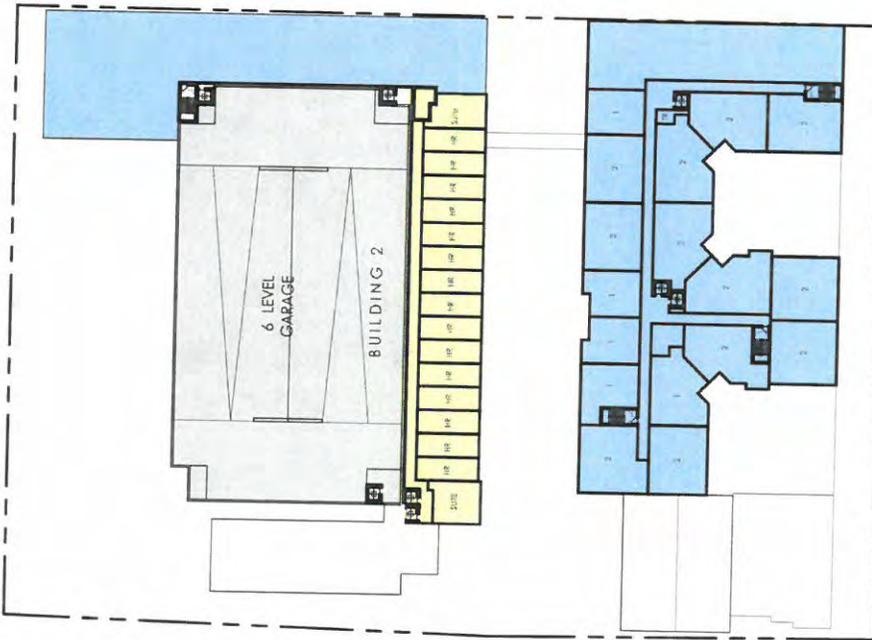
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CONCEPT BUILDING PLANS

MINNO WASKO ARCHITECTS AND PLANNERS
85 LAMBERT LANE SUITE 105 LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM



DATE: 2017.05.13



Seventh Floor



Sixth Floor

DATE: 2017.05.13

Attachment A.5. Specifications

See Engineering Site Plan (Attachment A.4.a.) and Architectural Plans (Attachment A.4.b.) for Redevelopment Project.

Attachment A.6.a.
Executed April 12, 2017 Redevelopment Agreement

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

BOROUGH OF FLEMINGTON
as Redevelopment Entity

AND

FLEMINGTON CENTER URBAN RENEWAL, LLC
as Redeveloper

THIS REDEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 12th day of April , 2017 (the “**Effective Date**”), by and between **THE BOROUGH OF FLEMINGTON** (the “**Borough**”), a municipal corporation and body politic of the State of New Jersey, having its offices at 38 Park Avenue, Flemington, New Jersey 08822 and **FLEMINGTON CENTER URBAN RENEWAL, LLC**, a limited liability company authorized to conduct business within the State of New Jersey and having a business office located at 5 Bartles Corner Road, Flemington, New Jersey 08822 (the “**Redeveloper**”) (together the “**Parties**” and individually a “**Party**”).

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

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

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

WHEREAS, two redevelopers had been designated to implement the redevelopment project to rehabilitate, restore and reopen the Union Hotel for restaurant and hotel uses, neither of which redevelopers was able to successfully finance and implement such projects; and

WHEREAS, the Union Hotel and other properties within the Redevelopment Area had been the subject of litigation that threatened to substantially complicate and delay any plans to proceed with redevelopment efforts for the Redevelopment Area; and

WHEREAS, the Borough has determined that, in order for the redevelopment of the Redevelopment Area to be successful and have the desired impact on the Borough’s downtown, it must address multiple uses beyond hotel and residential uses by including uses such as retail, educational, cultural and medical (the “**Non-residential Uses**”); and

WHEREAS, such Non-residential Uses are critical to the Borough’s efforts to arrest and reverse the lack of proper development in the Redevelopment Area and entire downtown as envisioned by the Redevelopment Law; and

WHEREAS, the inclusion of such Non-residential Uses was highlighted in the 2014 Hunterdon County Comprehensive Economic Development Strategy document which emphasized the need for niche retail services (personal services, restaurants, etc.), health care related uses and higher education facilities as key areas for growth in Hunterdon County; and

WHEREAS, the County and Borough have limited areas for developing such uses due to the scarcity of developable land not encumbered by the Highlands Area Master Plan; and

WHEREAS, the Borough further believes that the development of these uses should occur within its downtown where the infrastructure already exists; and

WHEREAS, the Borough has directed the Redeveloper to incorporate all of such uses in the redevelopment project; and

WHEREAS, in furtherance of such direction, and in order to limit the potential for continued litigation and litigation delays, the Redeveloper has been negotiating with various parties involved in the litigation and with interests in Union Hotel and other properties in the Redevelopment Area toward the potential acquisition of such properties in the Redevelopment Area and interests relevant to the redevelopment of the Redevelopment Area; and

WHEREAS, Redeveloper's efforts could avert a significant loss of further time and effort that could result from continuing disputes and litigation and more expeditiously enable a project for the redevelopment of the Redevelopment Area without being further delayed by litigation; and

WHEREAS, in addition to such efforts the Borough and Redeveloper have determined that it is necessary for the effective redevelopment of the Redevelopment Area to "square off" the portion of the Redevelopment Area located on Block 22 to include Lots 13 and 14 (23 Bloomfield Avenue and 21 Bloomfield Avenue) and add Lots 1, 2, 3 and 5 across the street therefrom on Block 24 (2 Spring Street, 8 Spring Street, 12 Spring Street) (collectively, the "**Additional Property**" and, together with the Redevelopment Area, the "**Expanded Redevelopment Area**"); and

WHEREAS, as described above the Additional Property is an essential element of Borough's vision for the area and the Redeveloper's development proposal and therefore it is critical that the Additional Property be designated as an area in need of redevelopment and included in an amendment to the 2014 Redevelopment Plan; and

WHEREAS, Redeveloper has proposed a Project for the Expanded Redevelopment Area that meets the Borough's goals for the redevelopment of the Redevelopment Area; and

WHEREAS, Redeveloper's efforts described above demonstrate a high level of commitment and seriousness to pursue implementation of its proposed development concepts for the Expanded Redevelopment Area; and

WHEREAS, *N.J.S.A.* 40A:12A-8 (e) and (f) authorize the Borough Council, as the redevelopment entity, to enter into contracts or agreements for the planning, construction and undertaking of development projects and redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on February 22, 2016 and August 22, 2016, Redeveloper appeared before the Mayor and Council of the Borough and the public and discussed its proposal for the development of the Expanded Redevelopment Area and its credentials to demonstrate its ability to perform as a redeveloper for the Expanded Redevelopment Area; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Expanded Redevelopment Area.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms.

The Parties agree that, unless the context otherwise specifies or requires, in addition to the terms defined above, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

2014 Redevelopment Plan is defined in the recitals to this Agreement.

Additional Property is defined in the recitals to this Agreement.

Affected Party is defined in Section 7.8.

Affiliate means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

Agreement is defined in the preamble to this Agreement.

Applicable Law means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, Governmental Approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

Application is defined in Section 3.2(a).

Borough is defined in the preamble to this Agreement.

Borough Costs is defined in Section 4.6(a).

Borough Ordinances means the ordinances of the Borough of Flemington.

Business Day means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

Certificate of Completion means a written certificate issued by the Borough in accordance with Section 4.3, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain Phase of the Project or the entire Project, as applicable, whose issuance shall serve to release the relevant Phase of the Project or the entire Project, as applicable, and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

Certificate of Occupancy is as defined in the Uniform Construction Code at *N.J.A.C.* 5:23.1.4, and as may be issued by the Borough relative to a particular Phase of the Project or the entire Project, as applicable, indicating that such Phase of the Project or the entire Project, as

applicable, has been Completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

Claims is defined in Section 9.1.

Commencement of Construction means the beginning of vertical construction.

Completion, Complete or Completed means (i) that all work related to a Phase or the entire Project, has been Completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan and any amendments thereto, and in compliance with all Applicable Law so that the developed Expanded Redevelopment Area may be used and operated under the applicable provisions of this Agreement, and (ii) that all Governmental Approvals required for the Expanded Redevelopment Area are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

Concept Plan is as shown in **Exhibit A**.

Control (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Declaration is defined in Section 6.3(a).

Deeds means the deeds transferring title to the Expanded Redevelopment Area or any portion thereof.

Effective Date is defined in the preamble to this Agreement.

Event of Default is defined in Section 7.1.

Event of Force Majeure is defined in Section 7.8.

Expanded Redevelopment Area is defined in the recitals to this Agreement.

Financial Agreement means an agreement entered into in accordance with *N.J.S.A. 40A:20-1, et seq.* or *N.J.S.A. 40A:21-1, et seq.*

Force Majeure is defined in Section 7.8.

Foreclosure means that event in which a Holder forecloses its mortgage secured by the Expanded Redevelopment Area, or part thereof, or takes title to the Expanded Redevelopment Area, or part thereof, by deed-in-lieu of foreclosure or similar transaction.

Governmental Approval(s) means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any Governmental Body having jurisdiction necessary

to implement and Complete the Project or any Phase in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

Governmental Body means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government.

Historic Sites Council is defined in *N.J.A.C. 7:4-1.3*.

Holder means a mortgagee or its Affiliate providing financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project or any Phase.

Impositions means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for Public Improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Expanded Redevelopment Area or on any of the Improvements constructed thereon.

Improvements means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Expanded Redevelopment Area and the streets immediately abutting the Expanded Redevelopment Area.

Indemnified Parties is defined in Section 9.1.

Initial Redevelopment Area is defined in the recitals to this Agreement.

LSRP is defined in Section 6.1(i).

Municipal Land Use Law shall mean the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-1, et seq.*

NJDEP means the New Jersey Department of Environmental Protection established pursuant to *N.J.S.A. 13:1D-9, et seq.*

New Jersey State Historic Preservation Office means the Historic Preservation Office as defined in *N.J.A.C. 7:4-1.3*.

Non-residential Uses is defined in the recitals to this Agreement.

Notice of Default is defined in Section 7.1(a).

Option A is defined in Section 4.4(c).

Option B is defined in Section 4.4(c).

Party and Parties are defined in the preamble to this Agreement.

Permitted Transfer is defined in Section 13.2.

Person means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other Person.

Phase means a building or component of the Project as set forth in **Exhibit A** or as determined pursuant to any approved phasing plan.

Planning Board means the Borough of Flemington Planning Board, pursuant to *N.J.S.A. 40:55D-23*.

Preliminary and Final Site Plan Approval means Preliminary Approval as defined in *N.J.S.A. 40:55D-6* and Final Approval as defined in *N.J.S.A. 40:55D-4*.

Progress Meeting is defined in Section 4.1.

Progress Report is defined in Section 4.1.

Project means the development of the Improvements, as more specifically described in the Concept Plan and in Redeveloper's Application for Site Plan approval to be filed with the Planning Board pursuant to the terms set forth in this Agreement.

Project Schedule means the schedule attached hereto as **Exhibit B**.

Public Improvements means streets, grading, pavement, gutters, curbs, sidewalks, street lighting, surveyors' monuments, water mains, culverts, storm and sanitary sewers, drainage structures, erosion control and sedimentation devices, open space, and landscaping required under Site Plan approval memorialized by the Planning Board that will be dedicated to the Borough pursuant to Applicable Law.

Qualified Entity is defined in Article 2.6.

Redeveloper is defined in the recitals to this Agreement.

Redevelopment Area is defined in the recitals to this Agreement.

Redevelopment Law is defined in the recitals to this Agreement.

Redevelopment Plan means the 2014 Redevelopment Plan and any amendments thereto as provided for in this Agreement including any amendments required upon the expansion of the Redevelopment Area to be the Expanded Redevelopment Area.

Site Plan is defined in *N.J.S.A. 40:55D-7*.

Spill Act means the Spill Compensation and Control Act pursuant to *N.J.S.A. 58:10-23.11*, *et seq.*

Uniform Commercial Code means *N.J.S.A. 12A:1-101*, *et seq.*

United State Bankruptcy Code means 1 *U.S.C. 1*, *et seq.*

1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.”

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(e) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(f) The word “days” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

(g) Any reference to Applicable Law shall be read to mean as the Applicable Law, as amended from time to time, except where Redeveloper’s obligation to comply was satisfied prior to the amendment.

(h) The recitals hereto contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement.

ARTICLE 2
DESCRIPTION OF PROJECT

2.1 Redevelopment Area and Expansion of Redevelopment Area. Redeveloper and Borough agree and acknowledge that effective redevelopment of the Redevelopment Area requires that the Redevelopment Area be expanded to include the Additional Property and that such expansion of the Redevelopment Area is required for the Redeveloper to undertake its obligations hereunder. Accordingly, the Parties will cooperate to expand the Redevelopment Area and amend the Redevelopment Plan to include the Expanded Redevelopment Area. It is expressly understood and acknowledged by the parties, however, that the execution of this Agreement does not apply to or impact any properties in the Expanded Area unless and until such properties are duly-designated as an area in need of redevelopment and a redevelopment plan is adopted, pursuant to the Redevelopment Law.

2.2 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Borough and Redeveloper in connection with the development of the Expanded Redevelopment Area by Redeveloper. The Borough hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Redevelopment Area and shall be designated as the Redeveloper of the Expanded Redevelopment Area, upon the adoption of a redevelopment plan for the Expanded Area. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Redevelopment Area and, once designated, shall have the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Expanded Redevelopment Area as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Expanded Redevelopment Area will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the Borough agrees that, absent an Event of Default by Redeveloper or with respect to any Holder's rights, it will not negotiate for the provision of another redeveloper or developer for the Expanded Redevelopment Area or any portion thereof.

2.3 The Project. The Project encompasses the entire Expanded Redevelopment Area. The Project shall be designed in accordance and conformance with the Concept Plan, the Redevelopment Plan and Applicable Law. In the event of a conflict between the Concept Plan and the Redevelopment Plan, the latter shall be controlling.

2.4 Phases and Project Schedule. The Project may be developed in Phases, subject to the Borough's approval, which shall not be unreasonably withheld. The Borough hereby approves the Phases set forth in **Exhibit A**.

2.5 Development Milestones. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule, subject to relief resulting from (a) mutually agreed upon extensions to the Project Schedule by the Redeveloper and the Borough or (b) by an Event of Force Majeure. If Redeveloper intends to claim reliance upon an Event of Force Majeure as a basis for its failure to comply with the Project Schedule, Redeveloper shall

give written notice to the Borough pursuant to Section 7.9, setting forth in detail the reasons for delay and requesting an extension of such date, which extension the Borough shall not unreasonably deny if it determines that the alleged Event of Force Majeure exists in accordance with Article 7. The Borough shall consider requests by Redeveloper to extend the Project Schedule or any portion thereof for reasons that do not constitute an Event of Force Majeure, such as significantly adverse market conditions, which request the Borough shall not unreasonably deny upon satisfaction that requiring Redeveloper to proceed under the circumstances would be economically or practically infeasible.

2.6 Qualified Entities.

(a) Redeveloper of Project. The Project or any Phase will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any Person to which Redeveloper and/or any Affiliate of Redeveloper is the sole beneficial owner, or (iii) any Person to which Redeveloper and/or any Affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the Borough.

(b) Qualified Entity Defined. A "**Qualified Entity**" is a Person which has demonstrated to the satisfaction of the Borough that it meets the following:

- (i) It is able to comply with the terms of this Agreement and expressly assumes all the obligations hereunder;
- (ii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such Person, or any partnership in which such Person was or is a general partner or any Person in which such Person was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten percent (10%) (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such Person's application for consideration as a Qualified Entity;
- (iii) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such Person, is not a target of or a potential witness in a criminal investigation;

- (iv) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the Borough or Redeveloper which has been terminated due to an Event of Default by such Person or which is currently the subject of a dispute in which the Borough or Redeveloper alleges such Event of Default, nor is such Person an adverse party in any currently pending litigation involving the Borough or Redeveloper;
- (v) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vi) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any Borough, state, or federal ethics law and entering into this Agreement will not cause any such violation or result in a conflict of interest; and
- (vii) Such Person shall comply with any other conditions that the Borough may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. Redeveloper represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such representations and warranties, upon which the Borough relies in entering into this Agreement, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. In the event that the Redeveloper seeks to assign or transfer any interest in any Phase or the Project that is not deemed a permitted transfer under Section 13.2, Redeveloper shall provide written notice to the Borough of any Person which Redeveloper desires be approved by the Borough as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the Borough shall provide written notice to Redeveloper either (i) requesting additional information concerning the proposed Person, (ii) approving such Person as a Qualified Entity, or (iii) refusing to approve of such Person as a Qualified Entity, setting forth the basis for such denial. Approval by the Borough of a Person as a Qualified Entity shall authorize such Person to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the Borough of a Person as a Qualified Entity as provided above, or in the event the Borough requests additional information, Redeveloper may resubmit its request to the Borough that the subject Person be approved as a Qualified Entity and Redeveloper shall in such resubmitted request set forth additional information

and/or such reasons that demonstrate why Redeveloper believes the subject Person to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the Borough shall provide written notice to Redeveloper stating whether the Borough approves of such Person as a Qualified Entity and, if the Borough does not approve of such Person as a Qualified Entity, the basis for such denial.

ARTICLE 3
**PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR
REDEVELOPMENT OF PROJECT**

3.1 Procedures; General. In order to facilitate the development and implementation of a mutually acceptable design, Site Plan and technical approach for the Project, the Parties have established the procedures set forth in this Article 3 for the following review and approval process. The process shall consist of an Application to the Borough and the Planning Board for review and approval of a Site Plan for the Project or any Phase, as set forth in detail below. The development process shall be in accordance with the Redevelopment Law and the Municipal Land Use Law. Nothing herein is intended to restrict the exercise of the Planning Board's governmental authority with respect to applications for Site Plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the Land Use Law. This procedure shall be used for all development applications by Redeveloper. As of the Effective Date, the Borough has conceptually approved the Concept Plan and, absent any deviations or waivers approved by the Borough pursuant to Section 3.2, the Application shall be consistent with the Concept Plan. Notwithstanding the foregoing, Redeveloper shall have the right to begin cleanout work, environmental and structural studies and testing upon the Expanded Redevelopment Area; this shall not include the right or authorization to demolish any structures within the Expanded Redevelopment Area, except as otherwise expressly authorized hereunder in Article 12.

3.2 Application for Project.

(a) Application. Redeveloper shall submit first to the Borough for a pre-application review pursuant to Section 3.2(c) and, after Borough approval of same, to the Planning Board an application for Site Plan approval of a proposed development pursuant of this Agreement (the "**Application**"), which Application must be deemed Complete by the Planning Board in accordance with its checklist and Borough Ordinances. The Application shall consist of submission of a report and required architectural and civil engineering plans.

(b) Redevelopment Plan Application Requirements. The Application shall also include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Expanded Redevelopment Area that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Expanded Redevelopment Area that are the subject of the Application and their consistency with the Redevelopment Plan.

- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the Application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

(c) Concept Review. Prior to making formal Site Plan Application to the Planning Board, the Redeveloper shall submit to the Borough, in concept form, the items in Sections 3.2(b)(i) through (vii) so that the Borough may confirm that same is consistent with the Redevelopment Plan. The Borough, within thirty (30) days of submission of the plans by the Redeveloper, shall conduct a review and advise Redeveloper in writing as to whether the submission is consistent with the Redevelopment Plan or whether revisions must be made in accordance with the Redevelopment Plan.

(d) Cooperative Technical Review. In order to proceed with the Project as expeditiously as possible, and to minimize the costs to both Parties, as well as avoid duplication in the review process and unnecessary delay, there shall be one technical review, which shall be performed by the Borough and its professional staff at the time of the Concept Review on behalf of the Borough and the Planning Board. Additional technical reviews may occur if revisions are made to the Site Plan. Redeveloper shall, prior to submission of an Application and in the course of preparing the plans and reports referred to in Section 3.2(b), consult with the consultants and/or professionals of the Borough to review the Application(s). Such consultation may occur by way of conferences, written inquiries or informal communications and shall occur as frequently as is reasonably necessary to assure that such plans and reports comply with the Redevelopment Plan, Borough Ordinances, regulations, zoning, and all other criteria that will be used by the Planning Board to determine whether the Application(s) will receive Preliminary and Final Site Plan Approval.

(e) Development and Design Concepts. It is acknowledged by Redeveloper that certain specific exterior elements of the Project as shall be approved by the Borough and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the Borough's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific or similar/equivalent exterior elements and/or materials as have been approved. Redeveloper shall not deviate in any substantial way from such specific exterior elements or substitute any such specific materials without the Borough's express written approval, which shall not be unreasonably withheld.

Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Borough, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Any substantial modifications shall be subject to the review and approval of the Borough, which approval shall not be unreasonably withheld. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the Borough for consistency with the Redevelopment Plan and approved by the Borough prior to filing for same before the Planning Board.

3.3 Other Governmental Approvals. It is acknowledged by both Parties that it may be necessary for Redeveloper to obtain Governmental Approvals or permits from other Governmental Bodies in order to undertake the development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Governmental Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The Borough agrees to provide any pertinent information in its possession and to provide any reasonable assistance which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Governmental Approvals in a timely fashion, including making applications in the name of the Borough if deemed necessary for such approval or permit or if required by Applicable Law. The Borough agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the Borough on a monthly basis the status of such applications and Governmental Approvals.

3.4 New Jersey State Historic Preservation Office Approval. Redeveloper shall be responsible for preparation of the materials and application for project authorization on behalf of the Borough for approval of demolition of any structures that may be subject to review and authorization of the New Jersey State Historic Preservation Office and/or the Historic Sites Council, as may be required under Applicable Law. Such application(s) may be submitted either by the Borough or, in the Borough's discretion, by the Redeveloper after receipt of the Borough's written authorization to proceed. The Borough agrees to submit written or oral testimony in support of the application when the application is heard before the Historic Sites Council and to otherwise cooperate with Redeveloper's efforts in this regard.

ARTICLE 4
CONSTRUCTION OF PROJECT

4.1. Progress Reports and Progress Meetings. Redeveloper shall submit to the Borough a quarterly report in writing concerning the actual progress of Redeveloper with respect to the implementation and construction of the Project, including ongoing updates concerning efforts to market and lease portions of the Project to tenants and end users and Redeveloper's progress toward leasing of residential and nonresidential space (the "**Progress Report**"). Other than statutorily required Uniform Commercial Code construction inspections, employees or representatives of the Borough shall not enter onto the Expanded Redevelopment Area or inspect the Project without prior written consent of the Redeveloper, which consent shall not be unreasonably withheld. Notwithstanding, the Borough shall have the right, upon reasonable notice, to inspect any work including deviations approved pursuant to Section 3.2. Upon the request of the Borough, Redeveloper and any necessary consultants and professionals shall meet with the Borough to report on its progress or to address any concerns the Borough has based upon its review of any Progress Report (the "**Progress Meeting**").

4.2. Suspension of Construction. Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Expanded Redevelopment Area, except for the occurrence of an Event of Force Majeure, as set forth in Article 7.

If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred twenty (120) consecutive days for reasons other than an Event of Force Majeure, and the suspension or abandonment is not cured, remedied or explained to the satisfaction of the Borough, in its sole discretion, in writing within fifteen (15) calendar days after written demand by the Borough to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the Borough shall have the right to seek any remedies pursuant of this Agreement.

4.3. Certificates of Occupancy and Certificate of Completion.

(a) Certificate of Occupancy. Upon Completion of the construction of the Project and/or Phase, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the Borough for a Certificate of Occupancy for the Project or Phase that has been Completed.

(b) Certificate of Completion. Upon Completion of the entire Project and/or a Phase, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law, the Borough shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has Completed construction of the Project or Phase in accordance with the requirements of the Applicable Law, the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable

conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project or Phase. Upon issuance of a Certificate of Completion (a) the agreements, restrictions, and covenants set forth in Section 6 shall cease and terminate, except for those covenants and restrictions set forth in Section 6 which shall survive in accordance with the terms of Section 6 for the Project and/or a Phase, (b) the conditions determined to exist at the time the Expanded Redevelopment Area was designated as in need of redevelopment shall be deemed to no longer exist for the Project and/or a Phase, and (c) the land and Improvements constituting the Completed Project and/or a Phase within the Expanded Redevelopment Area shall no longer be subject to eminent domain based upon such conditions. If the Borough shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the Borough shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to Complete the Project or Phase, or portion thereof, in accordance with the provisions of this Agreement or otherwise has committed an Event of Default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Hunterdon County Clerk's office.

4.4 Utility and Public Improvements.

(a) On-Site Utilities. On-site utility services, including but not limited to telecommunications, water, sewer, gas and electric shall be the sole responsibility of Redeveloper. The cost for utility upgrades and installations required as a result of the construction of the Project shall be the sole responsibility of Redeveloper.

(b) Public Improvements. The Project will require some Public Improvements. The Parties agree that the Redeveloper shall be solely responsible to undertake, install and/or construct such Public Improvements that are included in the plans submitted for Preliminary and Final Site Plan Approval and any additional Public Improvements required by the Preliminary and Final Site Plan Approval.

(c) Water and Sewer. The Borough represents that it currently has sufficient water and sewer capacity and necessary easements to support the Phase I Block 22 portion the Project but the construction of the Project will utilize the current reserved capacity and the remainder of the Project will require construction of additional wells and infrastructure. The Redeveloper shall be responsible for up to Two Million Dollars (\$2,000,000.00) of the cost to increase the amount of available water by the amount required for the Project. By way of example, if the Project requires Eighty-Five Thousand gallons per day (85,000 GPD) the Redeveloper shall be responsible for up to Two Million Dollars (\$2,000,000.00) of the cost to generate an additional Eighty-Five Thousand gallons per day (85,000 GPD). The Borough shall use its best efforts to obtain financing through the New Jersey Environmental Trust to finance the water and sewer improvements. If the Borough is successful the Borough and Redeveloper shall use a special assessment or similar mechanism to secure the repayment of such New Jersey

Environmental Trust loan by the Redeveloper up to the amounts for which the Redeveloper is obligated hereunder.

The Parties acknowledge that there are two options for water service to the Project: location of lines along Spring Street (the “**Option A**”) or location of lines along Main Street (the “**Option B**”). The Borough wishes to implement Option B, but acknowledges that this poses additional costs to Redeveloper than Option A. The Parties agree to discuss and explore in good-faith cost saving options, reimbursement mechanisms or other concepts to facilitate Option B. In the event that the Parties cannot reach a mutual agreement to provide for Option B, after engaging in such good-faith negotiations, Option A may be implemented.

Redeveloper shall receive a dollar for dollar credit for all Public Improvements to the water distribution system and sewer collection systems undertaken, installed and/or constructed against all water and sewer connection fees. Additionally, Redeveloper shall reimburse the Borough for the costs or fees, if any, imposed by the Raritan Township Municipal Utilities Authority.

4.5 Design Elements.

(a) Streetscape Improvements. All costs for streetscape improvements that are shown on the approved Site Plan are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site Improvements located between the curb and the Improvements.

(b) Green and Sustainable Design Elements. The Redeveloper shall make good faith efforts to include and incorporate certain “green” or sustainable design elements, consistent with any objective standards set forth in the Sustainable Design Element of the Borough Master Plan, as adopted by the Borough Planning Board in June, 2011, where in Redeveloper’s sole opinion it is cost-effective and economically feasible.

(c) Historic Preservation. Redeveloper shall make good-faith efforts to preserve and salvage, for reincorporation and re-use into the Project, where in Redeveloper’s opinion it is cost-effective and economically feasible, any artifacts, architectural elements or other historically relevant objects or elements. Redeveloper shall respond to all Borough inquiries concerning any particular opportunities for preservation or salvage, such elements and make good faith and commercially reasonable efforts to fulfill any such Borough goals. Redeveloper shall cooperate with the Borough so that the Borough may fully-document the buildings and any historic artifacts prior to demolition, destruction or removal of same and the Borough’s efforts shall not unreasonably delay or interfere with Redeveloper’s implementation of the Project.

(d) Coordination of Projects. Streetscape improvements are being made by the Borough in 2017 pursuant to the \$1M Transportation Alternatives Program (TAP) grant. Redeveloper will use good-faith efforts to match the architectural and design aesthetic of the Project regarding material and block choices, to the extent practical and

permissible, to the streetscape improvements made under the TAP grant. Redeveloper shall be responsible to repair or replace any portions of such streetscape improvements that are damaged in connection with the construction of the Project. Redeveloper acknowledges that new sidewalks and curbs may not be intentionally removed or damaged to place new utility lines into the Project. Accordingly, the Borough shall work with Redeveloper to locate and coordinate conduits and utilities so as to avoid damage to or destruction of such streetscape improvements.

4.6 Contribution To Costs, Financial and Approval Obligations.

(a) Administrative Costs. The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Expanded Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Proposed Redevelopment Area, meetings between the Redevelopment principals and Borough officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. In furtherance of the objectives of the Redevelopment Plan and this Agreement, and to alleviate the continuing and unique administrative burden and costs to the Borough associated with redevelopment initiatives, Redeveloper has executed an escrow agreement and made payment to the Borough in the amount of Fifteen Thousand Dollars (\$15,000.00) which the Borough has deposited into an escrow account established by it for the payment of its reasonable and necessary third-party interim costs in connection with the Project (the "**Borough Costs**"). If, when and as often as may occur that the escrow account is drawn down to Five Thousand Dollars (\$5,000.00) then the Redeveloper, upon the Borough's written request, shall within fifteen (15) Business Days thereafter, provide to the Borough for deposit funds sufficient to replenish the escrow account to the amount of Fifteen Thousand Dollars (\$15,000.00) for use in accordance with these terms, unless such time period shall be extended for good reason by the Borough in its sole discretion. The Borough shall provide the Redeveloper with copies of all invoices to be paid from the escrow account at least thirty (30) days prior to payment. The Redeveloper shall have fifteen (15) days from the receipt of the invoices to provide comments to the Borough or appeal the charges. In the event this Agreement either expires or is lawfully terminated by the Borough, then all escrowed monies and the interest earned thereon shall be returned to the Redeveloper following the payment from the fund of the Borough Costs incurred up to the time of said expiration or cancellation.

(b) Grants, Loans and Other Financing. Upon the execution of this Agreement, the Borough will reasonably assist Redeveloper as requested in applying for and securing any and all available grants, loans and other types of financing available from public entities at all levels of government to assist in the construction of the Project. Any expenses incurred by the Borough will be deemed Borough Costs.

(c) Redevelopment Project Financial Tools. Redeveloper has determined that it will be necessary for the Borough to enter into a Financial Agreement and issue **NON-RECOURSE** redevelopment area bonds pursuant to *N.J.S.A. 40A:12A-65 et seq.* in order

to undertake the Project. Such redevelopment area bonds shall be issued in an amount not anticipated to exceed One Million Dollars (\$1,000,000.00) and shall be secured by the Project and the Financial Agreement. The Borough shall NOT be required to pledge its full faith and credit OR taxing power to the repayment of such bonds. The bondholders shall only look to the Project for repayment of such bonds. Redeveloper will present to the Borough, for its consideration, a request for a Financial Agreement and bond financing, pursuant to *N.J.S.A. 40A:12A-65 et seq.* The Borough agrees to consider such requests in good faith on terms acceptable to the Borough. Redeveloper represents that it has the financial capability to finance the acquisition of the Expanded Redevelopment Area, purchase a liquor license and construct the Project provided the Borough executes a Financial Agreement and issues such bonds. Notwithstanding the above, the Borough and Redeveloper may agree to issue redevelopment area bonds as a part of any New Jersey Environmental Trust Financing as described in Section 4.4(c).

(d) Approval Process. The Borough shall coordinate with the Planning Board to provide, to the extent that it can be provided, for an expedited review process by the Planning Board, including provisions for special meetings, if necessary, to expedite the approval process for the Project.

4.7 Groundbreaking. Prior to Commencement of Construction, Redeveloper shall sponsor and host a groundbreaking ceremony at the Expanded Redevelopment Area, to which the public will be invited and at which a principal of Redeveloper and the Mayor, and a representative of the Borough Council, as well as any other Person agreed upon by the Parties, will be invited to speak. The Parties shall confer and mutually agree upon all other details concerning the groundbreaking.

4.8. Estoppel Certificates (Prior to Issuance of Certificate of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion, the Borough shall, within ninety (90) days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Borough (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) states whether to the best knowledge of the Borough the Redeveloper is in an Event of Default under this Agreement, and, if so, specifying each such Event of Default of which the Borough shall have knowledge; and (iii) confirms such other factual matters within the Borough's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Project or the Expanded Redevelopment Area. The Redeveloper shall not request and the Borough shall not be required to issue more than two estoppel certificates in any calendar year. Any costs incurred by the Borough in connection with preparing such estoppel certificate shall be reimbursable Borough Costs, pursuant to Section 4.6(a).

4.9 Affordable Housing. Redeveloper shall address the affordable housing obligation created by the Project through the construction, at its sole cost and expense, of affordable housing units within the Expanded Redevelopment Area equal to the greater of 14

units or five percent (5%) of the total number of residential units constructed, whichever is greater. Notwithstanding, the Parties acknowledge that the Borough's housing obligations have not been finally-determined and are the subject matter of a proceeding pending in the Superior Court, the outcome of which may or may not impact the Project and the number of affordable units required therein. In the event that the proceeding results in a requirement to construct more affordable housing units than agreed to herein, the Parties shall confer and work in good faith to meet such obligations but, in the event that Redeveloper determines that meeting such obligation would render the Project economically unfeasible, Redeveloper shall have the right to request modifications to the Project to render compliance feasible, which requests shall not be unreasonably denied by the Borough. In the event that the Parties cannot agree upon revisions to the Project that are necessary to meet the housing obligation so as to render the Project economically feasible, Redeveloper shall have the right to terminate this Agreement.

ARTICLE 5
PURCHASE, ACQUISITION, AND CONTROL OF THE EXPANDED
REDEVELOPMENT AREA AND RELATED EASEMENTS

5.1 Purchase of the Expanded Redevelopment Area. Redeveloper shall use its best efforts to acquire title to the Expanded Redevelopment Area in accordance with the Project Schedule. Should Redeveloper be unable to acquire title to the Expanded Redevelopment Area or establish site control of the Expanded Redevelopment Area as required to submit an Application for Preliminary and Final Site Plan Approval within the time period set forth in the Project Schedule, the Borough may make written demand for completion of the purchase(s) or site control. Redeveloper shall provide an explanation for its inability to complete the transaction by such date and request such additional time as may be necessary to complete the transaction, which additional time the Borough may grant or deny in its sole and absolute discretion. Alternatively, the Borough may determine to exercise eminent domain, if permitted by Applicable Law, to acquire the Expanded Redevelopment Area, pursuant to the Redevelopment Law. In the event that the Borough does not grant an extension or determine to exercise its power of eminent domain, either Party may terminate this Agreement.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Redeveloper's Representations, Warranties and Covenants. Redeveloper hereby represents and warrants to, and covenants with the Borough that:

(a) Organization. Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement. Redeveloper's ownership structure is attached hereto as **Exhibit C**.

(b) Authorization; No Violation. The execution, delivery and performance by Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of Redeveloper or constitute an Event of Default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse effect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Body which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in,

or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) Limited Undertakings. Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Expanded Redevelopment Area and not for speculation in land holding.

(i) Environmental Contamination. In the event of discovery of environmental contamination within the Expanded Redevelopment Area which is not historic fill and which requires remediation, which shall include but not be limited to any type of active remedial treatment of soil and/or groundwater, engineering and site controls, a cap, a deed notice, a remedial action permit, and/or a classification exception area for groundwater and monitored natural attenuation, Redeveloper, who and/or which the Borough acknowledges is not a responsible party and is not in any way responsible for any discharges under the Spill Act, may terminate this Agreement in his or its sole discretion if the estimated cost of the remediation by a licensed site remediation professional (the "LSRP") reduces the return on Redeveloper's investment to the point that the project is economically and practically infeasible. In that case, Redeveloper shall provide written notice of termination of this Agreement within forty-five (45) days of the receipt of the LSRP's estimate of the cost of remediation. Should Redeveloper choose to construct the Project or any Phase regardless of any remediation requirement and cost, the Redeveloper's sole obligation to the Borough is to bring the Expanded Redevelopment Area into compliance with respect to reporting obligations to NJDEP. If other Persons are responsible, or in any way responsible, or alleged to be so, for the environmental contamination on-site, Redeveloper may pursue legal, administrative, enforcement or contribution action(s) against such Persons at Redeveloper's sole cost and expense. Redeveloper may also agree by contract with another Person that shall assume some or all of any remediation responsibility at its or their cost and expense. The Borough agrees to cooperate with Redeveloper's efforts to obtain any necessary Governmental Approvals from the NJDEP, and any other agencies to facilitate remediation and/or compliance. The Borough shall assist Redeveloper in applying for and obtaining any grants or loans that may facilitate environmental investigation or remediation efforts. It is understood and agreed that should Redeveloper choose to remediate the Expanded Redevelopment Area, Redeveloper may utilize any Remediation method acceptable to the NJDEP. As of the Effective Date, it is understood by the Parties that the Redeveloper is not a responsible Person for any discharges or for remediation of the Expanded Redevelopment Area and any remediation that is being conducted, or will be conducted, is being or will be conducted by or on behalf of the responsible Persons.

(j) Bankruptcy. No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper shall have been filed as of the Effective Date. No adjudication of bankruptcy of Redeveloper or a filing for voluntary bankruptcy by Redeveloper under

the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to Redeveloper shall have been filed.

(k) Reasonable Efforts to Complete. Developer shall use commercially reasonable efforts to Complete each Phase of the Project on or before the timeframes set forth in the Project Schedule.

6.2 Borough's Representations, Warranties and Covenants. The Borough hereby represents and warrants to, and covenants with, Redeveloper that:

(a) Organization. The Borough is a public body corporate and politic and a political subdivision of the State of New Jersey. The Borough has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the Borough of this Agreement are within the authority of the Borough under, and will not violate, the statutes, rules and regulations establishing the Borough and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the Borough is a party or, to the best of its knowledge and belief, any other material agreement by which the Borough or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of the Borough has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the Borough and constitutes the valid and binding obligation of the Borough.

(d) Litigation. No suit is pending against or affects the Borough which could have a material adverse effect upon the Borough's performance under this Agreement or the financial condition or business of the Borough. There are no outstanding judgments against the Borough that would have a material adverse effect upon the Borough or which would materially impair or limit of the ability of the Borough to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Borough is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the Borough has not received any notices asserting any noncompliance in any material respect by the Borough with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the Borough's ability to perform its obligations under this Agreement. The Borough is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material

to the transactions contemplated hereby. The Borough shall comply with all Applicable Law in fulfilling its obligations under this Agreement.

(g) Water and Sewer Infrastructure. Subject to Section 4.4 herein, to the best of the Borough's knowledge there are no limits on availability of water or sewer capacity or restriction on the expansion of water and sewer infrastructure that would impact service to the Expanded Redevelopment Area site to support the Project. The Borough covenants that it shall work with the Redeveloper to confirm the availability of water and sewer capacity with the providers of those services to the Borough.

(h) Adoption of Redevelopment Plan. The Redevelopment Plan has been duly adopted in compliance with all Applicable Law and is currently in full force and effect.

(i) Borough Authorization. All requisite action has been taken by the Borough and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the Borough is a party, and the consummation of the transaction contemplated hereby, are to the best of the Borough's knowledge and belief authorized by all Applicable Law. To the best knowledge of the Borough there are no writs, injunctions, orders or decrees of any court or Governmental Body that would be violated by the Borough entering into or performing its obligations under this Agreement;

(j) Amendment to Redevelopment Area. The Borough shall proceed to amend the Redevelopment Area to include the Additional Property and thereafter to amend the Redevelopment Plan to include the Additional Property. The Borough acknowledges that taking such action is necessary to the viability of the Project and the successful redevelopment of the Redevelopment Area.

(k) Extinguishment of All Public Access Easements. The Borough agrees to extinguish any and all public access easements or interests located within the Expanded Redevelopment Area that will impede the development or operation of the Project.

6.3 Redeveloper Declaration of Covenants.

(a) Recording. Redeveloper agrees to record, and provide a recorded copy to the Borough, a Declaration of Covenants and Restrictions (the "**Declaration**"), with respect to the Expanded Redevelopment Area that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions. The Covenants and Restrictions to be imposed upon Redeveloper for so long as the Redeveloper is a party of this Agreement, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Expanded Redevelopment Area to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Expanded Redevelopment Area to any other uses absent an amendment to the Redevelopment Plan;
- (ii) Pursuant to the Applicable Law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Expanded Redevelopment Area or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Expanded Redevelopment Area or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
- (iv) Commence Construction of the Improvements within the Project Schedule provided that the Governmental Approvals and permitting are not delayed by the actions or inactions of the Borough, or an Event of Force Majeure; and
- (v) Not sell, lease or otherwise transfer the Expanded Redevelopment Area, or any part thereof, without the written consent of the Borough, except for permitted transfers to a Qualified Entity as set forth in Section 2.6(b).

(c) Effect and Term of the Covenants and Restrictions. Subject to the provisions of Section 6 it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Section 6 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of,

and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Expanded Redevelopment Area, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Expanded Redevelopment Area or any part thereof. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6 shall remain in effect until the issuance by the Borough of a Certificate of Completion for the Project or any Phase, as provided in Section 4.3 (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate for the Project or any Phase, as applicable), except, however, that the Covenants and Restrictions provided in Sections 6.3(b)(ii) and (iii) shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on Redeveloper itself, each successor in interest to the Project and/or any Phase, the Expanded Redevelopment Area, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Expanded Redevelopment Area, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by Borough. In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) both for and in their own right but also for the purposes of protecting the interests of the community and other Persons, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Borough for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The Borough shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7
DEFAULT

7.1 Events of Default. Each of the following shall constitute an Event of Default by the applicable party, respectively:

(a) **Failure to Perform.** Failure of the Redeveloper or the Borough to observe or perform any covenant, condition, representation, obligation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as an Event of Default, and the continuance of such failure, act or omission for a period of thirty (30) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (the “**Notice of Default**”); provided, however, that if the Event of Default is one that cannot be completely cured within thirty (30) days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Event of Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Event of Default as soon as practicable, but in no event longer than ninety (90) days unless the non-defaulting party consents, in writing, to an extension of time to cure. It shall not be deemed to be an Event of Default if the Redeveloper diligently contests, in good faith, and by appropriate proceedings, such compliance with any Applicable Law.

(b) **Default in Payment.** Redeveloper is in default in the payment of any sum payable to the Borough hereunder or associated with the Project, as the same shall become due and payable, and such Event of Default shall have continued for a period of thirty (30) days after receipt of written notice specifying such Event of Default, and demanding that same be remedied;

(c) **Failure to Construct.** In the event Redeveloper shall fail to implement or construct the Project pursuant to the Project Schedule, subject to the occurrence of an Event of Force Majeure and the provisions hereto, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred twenty (120) days, unless such suspension arises out of an Event of Force Majeure, and any such Event of Default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the Borough to do so, or such longer period if incapable of cure within such thirty (30) day period and Borough agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) **Failure to Pay Impositions.** Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men’s or mechanics’ lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within thirty (30) days after written demand by the Borough to do

so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) Transfers. There is, in violation hereto, any transfer of the fee title to the Expanded Redevelopment Area or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the Borough; or

(f) Redeveloper Dissolved or Bankrupt. Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

(g) Court Action. A decision or order determination by a court of competent jurisdiction that Redeveloper has engaged in fraud in the inducement of, or willful misconduct in connection with the Project.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the Event of Default by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such Event of Default. In case such action is not taken or diligently pursued, or the Event of Default shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of the non-defaulting party, the non-defaulting party may pursue its remedies in accordance with this Agreement.

7.3 Borough's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the Borough shall have the right to:

- (a) terminate this Agreement and de-designate Redeveloper; and
- (b) retain any payments already made by Redeveloper hereunder for Public Improvements; and
- (c) pursue all other remedies available to it at law or equity.

7.4 Redeveloper's Remedies. If the Borough shall fail to timely cure any Event of Default by Borough as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and

absolute discretion, to terminate this Agreement and/or seek any other remedies available to it at law or equity.

7.5 Limitation of Liability. The Parties agree that if an Event of Default occurs, the Parties shall look solely to the Parties hereto and/or their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the Event of Default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific Event of Default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other Event of Default by the other party under this Agreement or with respect to the particular Event of Default except to the extent specifically waived in writing.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Event of Default or of any of its remedies for any other Event of Default by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

7.8 Force Majeure. For purposes of this Article and as otherwise used in this Agreement, "**Event of Force Majeure**" shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an "**Affected Party**") under this Agreement:

(a) Acts of God. An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people,

or any other similar act or event outside the Control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Event of Force Majeure shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project;

(b) Condemnation or Taking. The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Expanded Redevelopment Area, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority;

(c) Governmental or Utility Approvals. Delays incurred in obtaining Governmental Approvals or approvals by utilities caused solely by the approving agency or utility after the Affected Party has taken all required action in obtaining such Governmental Approval and the continued delay is outside and beyond the Control of the Affected Party;

(d) Legal Challenges. Delays resulting from legal challenges brought to challenge any permit and/or Governmental Approval related to this Project by third-parties over whom the Affected Party has no Control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement;

(e) Labor Union Actions. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement;

(f) Unavailability of Materials. The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Expanded Redevelopment Area or the Project area as a result of a public or private labor dispute;

7.9 Notice of Event of Force Majeure. If an Event of Force Majeure has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Event of Force Majeure shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such Event of Force Majeure. The party receiving such notice may contest and/or reject the claim of an Event of Force Majeure in writing, setting forth its bases for such rejection and demanding that the Affected Party proceed with its obligations under this Agreement. If the Affected Party intends to continue to rely upon the condition claimed to result in an Event of Force Majeure, it may request, in writing, a neutral professional review.

The Parties shall then mutually select and designate a local member of the profession to which the Event of Force Majeure relates and agree to permit such individual to arbitrate and decide the reasonableness of the claim of Force Majeure and the appropriate extension of time to be granted to the Affected Party.

7.10 Effect on Obligations.

(a) Extension Equal to Delay Caused by Event of Force Majeure. In the event of an Event of Force Majeure, the applicable deadline, obligation or term affected by such Event of Force Majeure shall be extended for a period of time equal to the delay caused by the Event of Force Majeure, provided that timely notice was provided by the Affected Party.

(b) Not an Event of Default. The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Event of Force Majeure, provided, however, that the Event of Force Majeure (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Event of Force Majeure.

(c) Mitigation of Event of Force Majeure. Each party shall diligently and in good faith seek to mitigate the effect of such Event of Force Majeure and to perform its obligations to the extent practicable notwithstanding the occurrence of an Event of Force Majeure and to overcome such Event of Force Majeure as soon as is possible or practicable.

(d) Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Event of Force Majeure and, in the case of the party not seeking to delay its performance based upon such Event of Force Majeure, after receipt by such party from the Affected Party of written notice that the Event of Force Majeure is no longer occurring and that such party can resume performance of its obligations under this Agreement.

7.11 Defense of Governmental Approvals. Except as set forth herein or below, Redeveloper shall assume the defense to any challenge to any Governmental Approval it requires to proceed with the Project without cost to the Borough so as to continue to move forward with the Project. Notwithstanding the above, the Borough shall assume the defense of any and all actions taken by the Borough in furtherance of the Project including the establishment of the Redevelopment Area and Expanded Redevelopment Area, adoption of the Redevelopment Plan and amendments thereto, authorization and execution of any and all agreements including this Agreement and the Financial Agreement and the issuance of any debt related to the Project.

Redeveloper shall be solely responsible for its own costs and attorneys' fees if it is named in or chooses to intervene in any such actions.

ARTICLE 8
INSURANCE

8.1 Insurance Requirements. During the term hereto, or as required prior to any construction at the Expanded Redevelopment Area, Redeveloper shall provide and maintain adequate insurance including the types of coverage and in amounts reflecting industry standards for adequate insurance against risk of loss and casualty in connection with the type, extent and magnitude of work to be performed under this Agreement until such work has been Completed and furnish the Borough with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance. This coverage shall be primary to any other policies of the Borough and shall not be contributing with any other insurance or similar protection available to the Borough whether other available insurance be primary, contributing or excess.

ARTICLE 9
INDEMNITY

9.1 Obligation to Indemnify. Redeveloper and the Borough (collectively the "Parties") agree to indemnify and hold each other and their respective officials, members, agents, servants, employees and consultants (collectively, the "**Indemnified Parties**") harmless from and against any and all demands, suits, causes of action, recoveries, judgments, losses, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "**Claims**") which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the condition, use, possession, conduct, management, planning, design, financing, implementation, construction, inspection, or maintenance of the Project, marketing, leasing or sale of the Expanded Redevelopment Area or the Project or any activities of or on behalf of Redeveloper or Borough within the Expanded Redevelopment Area, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions of the Indemnified Parties. The Redeveloper or Borough shall provide notice to the other Party of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the Redeveloper or Borough receiving actual notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper or Borough shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

9.2 Notice of Claims. In any situation in which the Indemnified Parties are entitled to receive and desire defense and/or indemnification, the Indemnified Parties shall give prompt notice of such situation to Redeveloper or Borough, as the case may be. Failure to give prompt notice shall not relieve Redeveloper or Borough of any liability to indemnify the Indemnified Parties, unless such failure to give prompt notice materially impairs Redeveloper's or Borough's ability to defend. Upon receipt of such notice, Redeveloper or Borough shall resist and defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel reasonably acceptable to the Redeveloper or Borough, the payment of all expenses and the right to negotiate and consent to settlement. The Redeveloper and Borough shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the Redeveloper or Borough unless the employment of such counsel is specifically authorized by Redeveloper or Borough, which authorization shall not be unreasonably withheld or delayed, provided, however, that if the defense of such action is assumed by Redeveloper's or Borough's insurance carrier, employment of such separate counsel by the Redeveloper or Borough shall be at the sole discretion of such carrier. Redeveloper or the Borough shall not be liable for any settlement of any such action effected without their respective consent, but if settled with the consent of Redeveloper or the Borough, or if there is a final judgment against Redeveloper party or Borough party in any such action, Redeveloper or the Borough, as the case may be, shall indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Indemnified Parties are entitled to indemnification hereunder.

9.3 Survival of Indemnity. The provisions of this Article 9 shall survive the termination of this Redevelopment Agreement due to an Event of Default and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged as a result of the recording of a Certificate of Completion, provided, however, that such indemnity shall be binding on each successor in interest to the Project, the Expanded Redevelopment Area, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Expanded Redevelopment Area, the Project or any part thereof.

ARTICLE 10
CONSUMPTION OF LIQUOR WITHIN PROJECT

10.1 Liquor License. The Project shall require a liquor license for use with the hotel and restaurant portions of the Project. Redeveloper may secure a liquor license in connection with the construction of the hotel with at least one hundred (100) rooms. The redeveloper has secured another liquor license in the Borough which liquor license shall be utilized for the Project in the event that Redeveloper does not secure another liquor license in connection with the 100 room hotel or otherwise. So long as this Agreement remains effective and has not been terminated, Redeveloper shall not sell or convey the liquor license it currently owns unless and until it has fully-secured another liquor license for use in the Project. This shall not preclude Redeveloper from use of the current liquor license during the implementation of this Project so long as it is reserved for the Project for use in the Completed Project pursuant to this Agreement. This provision shall not survive the termination of this Agreement.

ARTICLE 12
CONSTRUCTION AND PROJECT FINANCING

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper represents that it has obtained or can obtain, and will commit the requisite equity in an amount necessary to purchase the Expanded Redevelopment Area on the terms and conditions set forth herein, and to perform all of Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project within the time periods required under this Agreement. Redeveloper shall provide the Borough with evidence that it has closed on the debt and equity required to build the Phase I Block 22 portion of the Project prior to the demolition of any structures required to be demolished for Phase I.

12.2 Rights of Institutional Mortgagee. Any financial institution lending money on the security of the real Expanded Redevelopment Area in the Project shall be entitled to the protection of *N.J.S.A. 55:17-1, et seq.* providing for notification, right to cure, right to possession, right to assume Control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with Foreclosure, right to proceed to Foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in *N.J.S.A. 55:17-8*.

(a) Continuation. This Agreement as a financial arrangement made by a Governmental Body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any Event of Default in or Foreclosure of any mortgage loan made to finance the project, as though such Event of Default or Foreclosure had not occurred, subject to the provision of *N.J.S.A. 55:17-1, et seq.*

(b) Subordination and Attornment. To the extent necessary, the Borough agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision hereto, the Holder of any mortgage (including any such Holder who obtains title to the Expanded Redevelopment Area or any part thereof), or any other party who thereafter obtains title to the Expanded Redevelopment Area or such part from or through such Holder or any purchaser at Foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Expanded Redevelopment Area safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any Deeds conveying the Expanded Redevelopment Area to Redeveloper be construed to so obligate such Holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such Holder to devote the Expanded Redevelopment Area or any part thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the Borough.

12.4 Notice to Mortgagee. Whenever the Borough shall deliver any notice or demand to Redeveloper with respect to any Event of Default by Redeveloper of its obligations or covenants under this Agreement, the Borough shall at the same time forward a copy of such notice or demand to each Holder of any mortgage at the last known address of such Holder shown in the land records of the County. Notice that such Event of Default subsequently has been cured shall also be provided by the Borough to each such Holder of any mortgage.

12.5 Mortgagee's Right to Cure Event of Default and Assume Redeveloper's Obligations. After any Event of Default referred to in Section 7, each Holder shall have the right, at its option, to cure or remedy such Event of Default (if the Holder shall opt to cure or remedy the Event of Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the Event of Default is with respect to construction of the Project or Phase, nothing contained in this Agreement shall be deemed to require the Holder to obtain the Borough's approval, either before or after Foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project or Phase. Any such Holder who shall properly Complete the Project or Phase shall be entitled, upon written request made to the Borough, to receive the Certificate of Occupancy for the Project, Phase or portion thereof and the Certificates of Completion as set forth in Section 4.3, and such Certificate shall mean and provide that any remedies or rights that Borough shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Expanded Redevelopment Area, or any part thereof, to cure or remedy any Event of Default with regard to construction of the Project or Phase, or due to any other Event of Default by Redeveloper or such successor, shall not apply to the part or unit of the Expanded Redevelopment Area to which such Certificate relates.

12.6 Mortgage Modifications. If the Holder of any mortgage obtained by the Redeveloper under this Agreement reasonably requires any changes or modifications to the terms of this Agreement, the Borough shall reasonably cooperate with the Holder of any such mortgage(s).

ARTICLE 13
RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. The Redeveloper recognizes the importance of the Borough Lots to the general welfare of the community and that the reputation of the Redeveloper and its qualifications are critical to the Borough in entering into this Agreement. The Redeveloper recognizes that it is because of such qualifications and identity that the Borough is entering into this Agreement with the Redeveloper, and, in so doing, the Borough is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. Accordingly, so long as the Agreement is effective, prior to the issuance of a Certificate of Completion for the Project or Phase, pursuant to *N.J.S.A. 40A:12A-9(a)*, except as otherwise permitted by this Agreement, Redeveloper shall be without power to sell, otherwise transfer title to or ownership of the Project or Phase, without the written consent of the Borough, which consent shall not be unreasonably withheld, delayed or conditioned. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit or Phase for which a Certificate of Occupancy or Certificate of Completion has been issued.

As a result, prior to completion of the Project or Phase, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the Borough, which consent shall not be unreasonably withheld by the Borough, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) the Expanded Redevelopment Area; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in Control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement. With respect to this provision, the Redeveloper and the persons signing the Redevelopment Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

13.2 Consent to Permitted Transfers. The Borough hereby consents, without the necessity of further approvals from the Borough, to the following transfers:

(a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement;

(b) a merger or consolidation of Redeveloper with another financially responsible Person;

(c) the sale and/or lease of the residential units and/or the commercial/industrial space built as part of the Project;

(d) the conveyance of driveways, roads, infrastructure, or open space;

(e) utility and other necessary easements;

(f) a conveyance of the Expanded Redevelopment Area or any portion thereof to the Holder of any mortgage authorized under this Agreement, whether through Foreclosure, deed-in-lieu of Foreclosure, or otherwise;

(g) a conveyance of any properties in the Expanded Redevelopment Area or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (i) such conveyance or assignment must be to an Affiliate or an Person Controlling, Controlled by, or under common Control of the Redeveloper, including but not limited to an urban renewal entity formed by the Redeveloper pursuant to *N.J.S.A. 40A:20-4*; (ii) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (iii) a copy of the written instrument of conveyance and assignment and assumption of this Agreement shall be delivered to the Borough for review; and (iv) such conveyance or assignment does not violate any of the Government Approvals; or

(h) the sale, transfer, pledge or hypothecation of any percent of stock or beneficial ownership interest so long as the original members of the Redeveloper shall maintain a Controlling management interest, including an Affiliated urban renewal entity.

13.3 Prohibition Against Speculative Development. Because of the importance of the development of the Expanded Redevelopment Area to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Expanded Redevelopment Area and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation of the Expanded Redevelopment Area as provided herein, and not for speculation in land holding.

13.4 Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article 13, simultaneously with the execution hereto and as a condition thereto, the Redeveloper shall submit to the Borough an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by an officer of the Redeveloper, setting forth the name(s) and address(es) of all Persons owning at least a ten percent (10%), interest in the Redeveloper, and, as to each such Person, all Persons owning at least a ten percent (10%) interest therein, such disclosure

being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to *N.J.S.A.* 40:55D-48.2 and as is required under *N.J.S.A.* 52:25-24.2. Redeveloper shall provide an incumbency certificate for any Person affiliated with the Redeveloper.

(a) Notice of Change in Ownership. Redeveloper will immediately notify the Borough in writing of any change of ten percent (10%) or greater in the ownership of the Redeveloper, legal or beneficial change in ownership, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the Persons in Control of the Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

(b) Provision of Statement of Ownership Upon Borough's Request. Redeveloper shall, at such time or times as the Borough may request, furnish the Borough with a complete statement subscribed and sworn to by an officer of the Redeveloper, setting forth all owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other Persons have a beneficial interest in Redeveloper, their names and the extent of such interest.

13.5 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, Redeveloper shall be relieved of its right and obligations hereunder.

13.6 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for the Project or any Phase, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such Phase or the Project, as applicable, without the consent of the Borough and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14
MISCELLANEOUS

14.1 Term. This Agreement shall terminate upon the sooner of (1) the Completion of the Project, evidenced by a Certificate of Completion for the entire Project, (2) eight (8) years from the Effective Date of this Agreement, inclusive of any events of Force Majeure, subject to a reasonable extension in the Boroughs sole discretion (3) termination by either Party as may be provided for in this Agreement. If the Additional Property is not designated as an area in need of redevelopment and included in the Redevelopment Plan, and a Financial Agreement is not executed by the Parties after a reasonable period of time to be determined mutually by the Parties in good faith and the exercise of reasonable judgment, the Parties may mutually agree to terminate this Agreement.

14.2 No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

14.3 Amendment; Waiver. No alteration, amendment or modification hereto shall be valid unless executed by an instrument in writing by the Parties to this Agreement with the same formality as this Agreement, including approval by Resolution of the Borough. The failure of the Borough or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Borough or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Borough or Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the Borough or Redeveloper permitted or required under the terms hereto shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Hunterdon County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

14.6 Severability. If any Article, Section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Agreement or the application of same to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Article, Section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent

permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

14.7 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the Borough and their respective successors and assigns.

14.8 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Redeveloper and the Borough, their relationship being solely as contracting parties under this Agreement.

14.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

14.10 Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

14.11 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

14.12 Affirmative Action. Should Redeveloper use any public funding or financing for the Project which requires compliance with affirmative action requirements set forth in P.L. 1975, C. 127 (*N.J.S.A. 17:27*), Redeveloper agrees to comply with said requirements and cause its contractors and subcontractors to comply with same.

14.13 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Expanded Redevelopment Area; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Expanded Redevelopment Area.

14.14 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each Party and agree that no provision of this Agreement shall be construed in favor of or against either Party by virtue of the fact that such Party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion hereto.

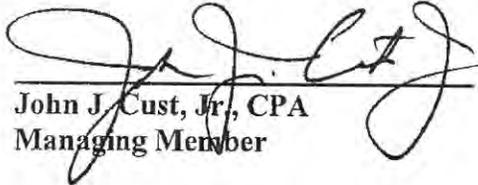
14.15 Cooperation. The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Borough further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project. The Borough further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation agreeing to modify or amend this Agreement, designating Borough staff liaisons to assist the Redeveloper in interacting with Borough departments, commissions, boards, authorities and the like and granting of special meetings and other expedited processing of Redeveloper's applications, submissions and the like to the extent authorized under Applicable Law. Any costs incurred by the Borough in connection therewith shall be deemed Borough Costs, reimbursable pursuant to Section 4.6(a).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of Effective Date.

FLEMINGTON CENTER URBAN
RENEWAL, LLC

Betsy K Stevens
Witness (BETSY K STEVENS)

By: 
John J. Cust, Jr., CPA
Managing Member

BOROUGH OF FLEMINGTON

Sallie Graziano
Sallie Graziano, Borough Clerk

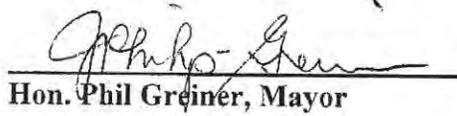
By: 
Hon. Phil Greiner, Mayor

EXHIBIT LIST

Exhibit A: Concept Plan

Exhibit B: Project Schedule

Exhibit C: Ownership Structure of the Redeveloper

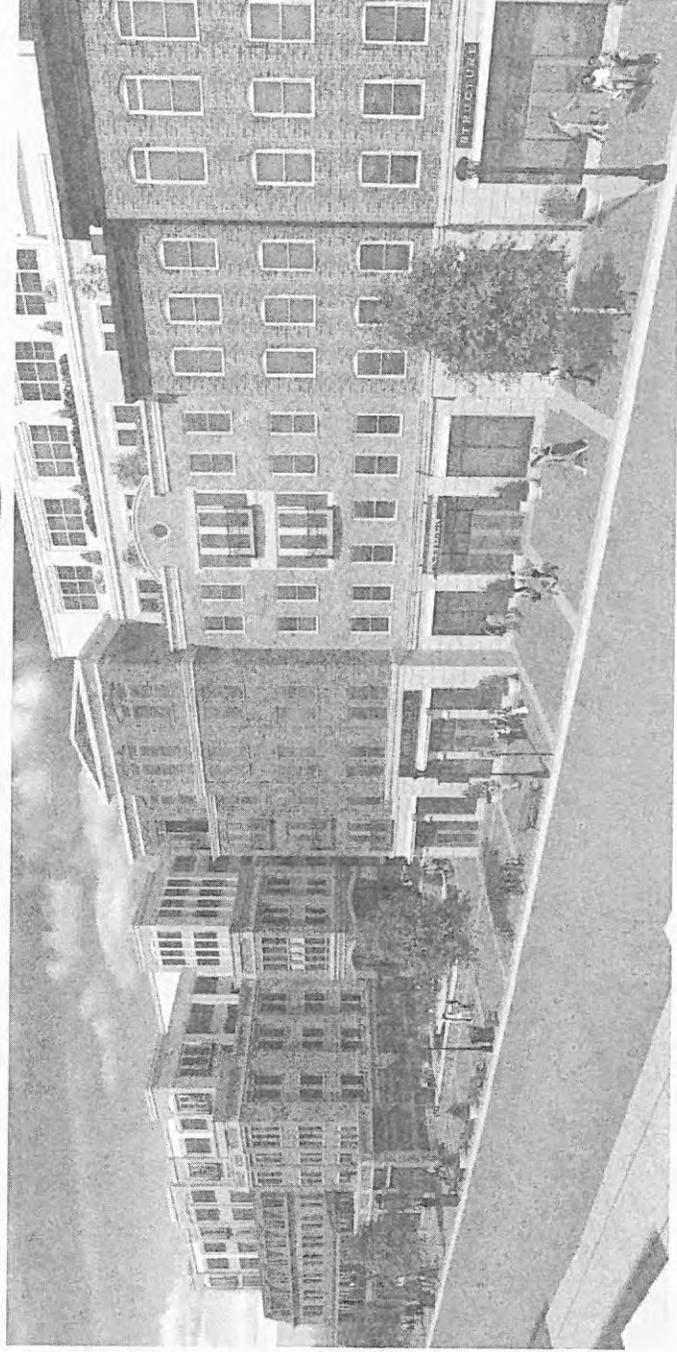
EXHIBIT A
PROJECT DESCRIPTION

Phase One: The development of the portion of the Project to be located on Block 22 on the Borough tax map.

Phase Two: The development of the portion of the Project to be located on Block 24 on the Borough tax map.

*The drawings attached in Exhibit A consist of the plan as presented to the public at the Borough Council meeting on August 22, 2016 and titled "The Future of Flemington, August 22, 2016, 2nd presentation," which are incorporated into this Agreement and shall be attached to the original copies of this Agreement to be maintained in the Borough Clerks Office. These drawings are solely for purposes of reference to the Project Concept and Design details but do not represent any analysis or determination of compliance with any applicable zoning and development requirements and standards, such as parking, height, coverage, setbacks, density, etc., all of which shall be set forth and determined pursuant to the Redevelopment Plan, as may be amended, and the Project will be required to comply with such zoning and development requirements and standards.

The Future of Flemington



August 22, 2016
2nd Presentation

MINNO ■ **WASKO**
ARCHITECTS AND PLANNERS



BOHLER
ENGINEERING

Introduction

As the Hunterdon County seat, the Borough of Flemington is a reflection on the entire County and should be looked at as the gold standard of municipalities as it relates to the State of New Jersey.

Downtown Flemington is in need of revitalization and our goal is to Redevelop the heart of Main Street and create a vibrant and Dynamic Mixed-Use, Lifestyle Community that will be attractive to our local Community, while promoting Tourism and Higher Education which will help Flemington become a fabulous place to Live, Work and Enjoy!

These Objectives are aligned with the Hunterdon County Comprehensive Economic Development Study (CEDs). The plan has the full endorsement of Roger Brooks, who was retained by Flemington to provide guidance on the rebranding initiatives of Flemington.

Our Follow Up

The overall feedback we received during and after our original presentation in February was very positive. We listened and heard all the comments, opinions and suggestions. While the initial drawings were preliminary in nature and subject to change, we did recognize the need to reflect a streetscape that was more consistent with the architecture of Historic Flemington. As a result, our architects have changed the overall design and now includes a new Union Hotel.

It is important to understand that simply restoring a few buildings will not provide enough of an economic impact to sustain Flemington. Comprehensive and significant changes are necessary to compete within the marketplace to attract people who will want to live, work and visit Flemington.

Understanding the emotion and passion surrounding the revitalization plan, we encourage you to view this information with a fresh perspective of what the future of Flemington could become.

The updated plans and information provided in this presentation are being made available to the public and will be available online at the Flemington Borough website.

Criteria For Development

- To create a vibrant downtown community that will be desirable to live, work and visit
- To attract higher education to the only remaining county in New Jersey without a 2 or 4 year college
- To attract millennials and new residents
- To provide efficient and optimum parking and traffic circulation
- To maintain and respect a historic looking streetscape
- To have a significant net positive impact to the Borough of Flemington operating budget
- To become a catalyst for additional revitalization and development

Proposed Redevelopment

The Proposed Redevelopment area will provide the following components:

- College / Education / Technology / Medical
- Retail
- Hotel
- Restaurants
- Residential
- Parking

Proposed Development

College: A two or four year college will become the catalyst for attracting people of all ages to enjoy advanced Educational opportunities. Hunterdon is the only county in New Jersey without higher education and it is a vital component for our future. The new academic facility will be constructed on the Flemington Fur site and will also be available to medical, technology and professional offices as needed. Discussions are underway to achieve this goal.

Retail: Anchored by Flemington Fur we anticipate the ability to attract a variety of stores and shops that will significantly impact and invigorate our community.

Hotel: A new 100 room hotel to be built designed to transition the past history of the Union Hotel incorporating new and improved modern amenities while keeping many of the same characteristics where possible.

Restaurants: Great restaurants will be a key component of the lifestyle center. The liquor license that was purchased will enable multiple restaurants to share the license providing opportunity for a broader customer experience.

Residential: There will be 230 – 250 high quality residential units built above the first floor retail and restaurants.

Parking: There will be ample parking with approximately 900 spaces in the form of deck and underground parking to service the lifestyle center.

Medical: Having a medical component to the project is an enormous benefit to Flemington residents and continues to enhance Hunterdon Counties rating as the healthiest county in New Jersey. Collaboration efforts are underway with Hunterdon Healthcare to achieve this goal.

Hunterdon Healthcare

“Hunterdon Medical Center opened our doors over 60 years ago to a community that was predominantly farmland. We have seen many changes over the years including the entry and exit of many services. As we continue to grow and change, Hunterdon Healthcare is supportive of the revitalization plan for Flemington Borough.

“We recognize the importance of bringing in new business and energizing the center of Flemington while maintaining the character and history of Main Street. There is tremendous value in being part of this transition and in continuing to build our community. Hunterdon Healthcare is committed to providing needed services for our residents, like our newly-opened urgent care center on Church Street.

“We see great opportunity in being part of Mr. Cust's Town Plaza revitalization plan and furthering our mission to improve the health of Flemington's residents and those in the surrounding communities.”

Bob Wise, President & CEO

Hunterdon County Board of Chosen Freeholders

“This remarkable project could well be the jewel of Hunterdon County. It has the potential to be the much needed change capable of returning Flemington to its former viable center of community and commerce. Providing higher education in the County seat offers lifelong learning as a critical benefit to our citizens. I applaud Mr. Cust's creativity and his intent to serve Flemington and Hunterdon County. I encourage the residents of Flemington to join me in embracing this exciting development to ensure a great future for all of us.”

Suzanne Lagay, Director

Roger Brooks International

“We are in full support of the plan presented by Mr. Jack Cust, which will create an amazing catalyst for Flemington’s rebranding and redevelopment efforts. Combining this with higher education facilities, a year round public market, and programmed plaza, Flemington will quickly become the showcase downtown that the local residents, their visitors, and new visitors will fall in love with.”

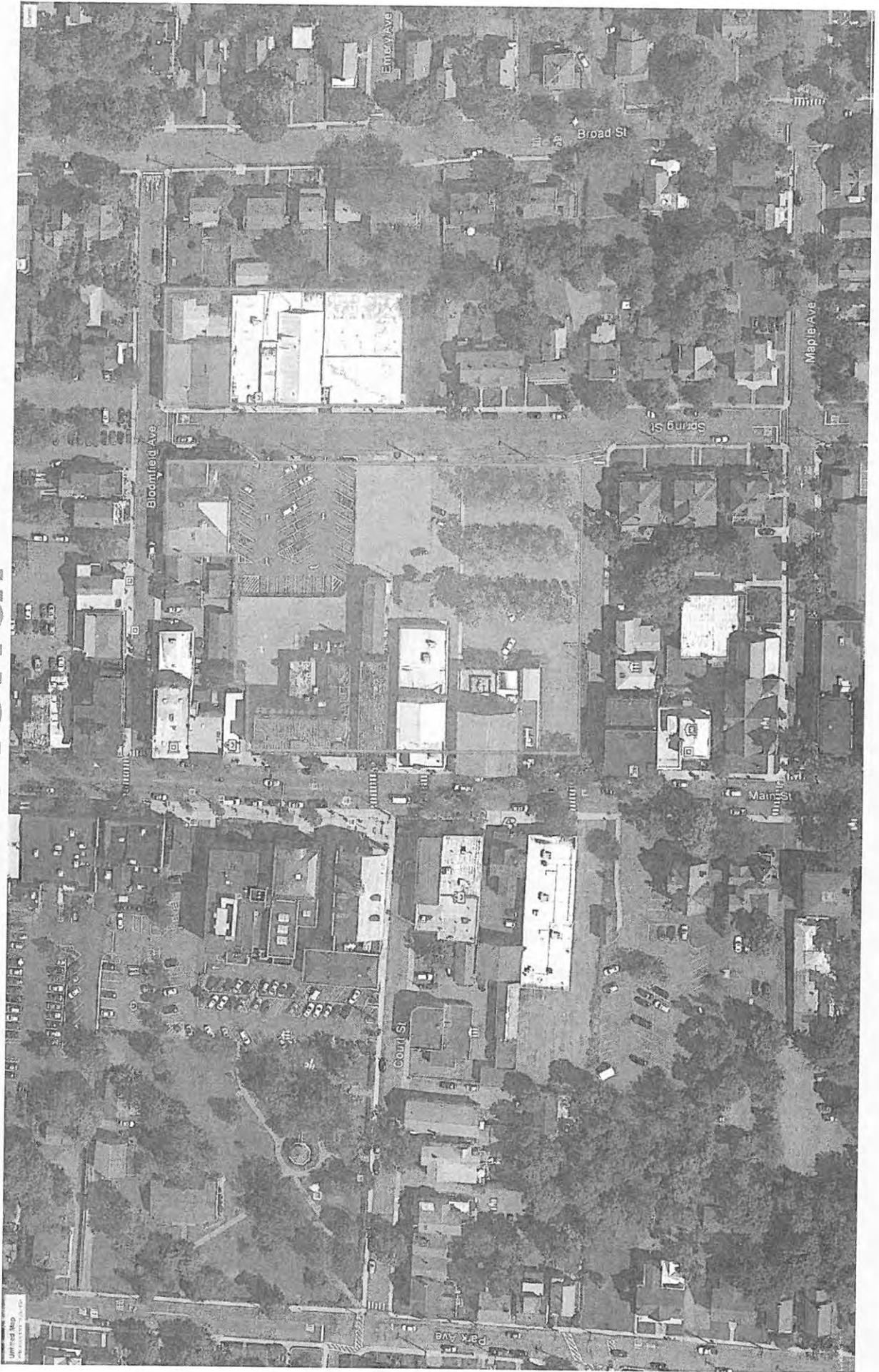
Roger Brooks, President & CEO

Flemington Furs

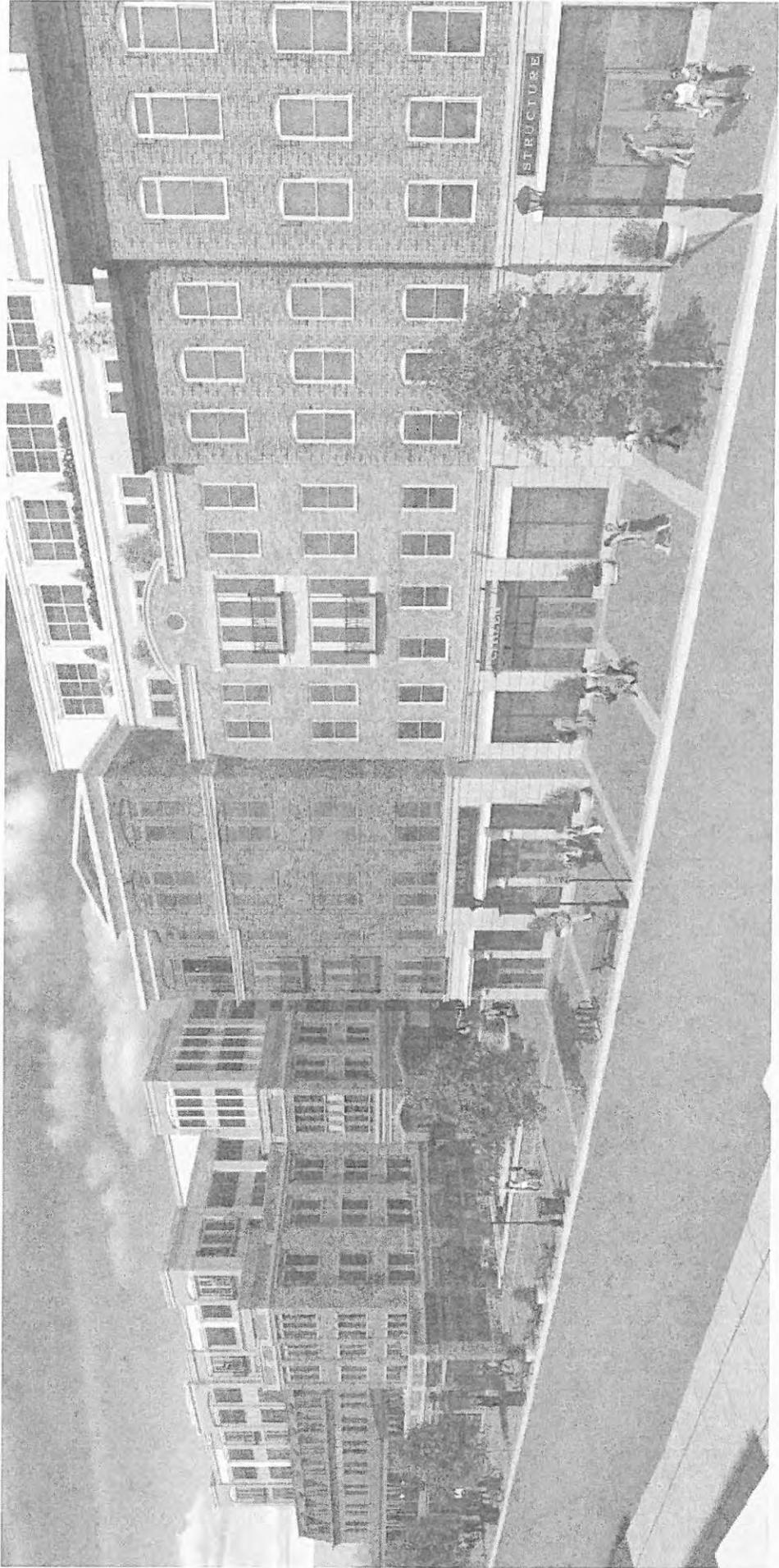
"It's time. If Flemington's going to have a future, it has to change, and we need to embrace this change. Jack Cust and his team have developed a plan that ensures a better quality of life and makes Flemington an important destination once again."

Bob Benjamin, Flemington Furs

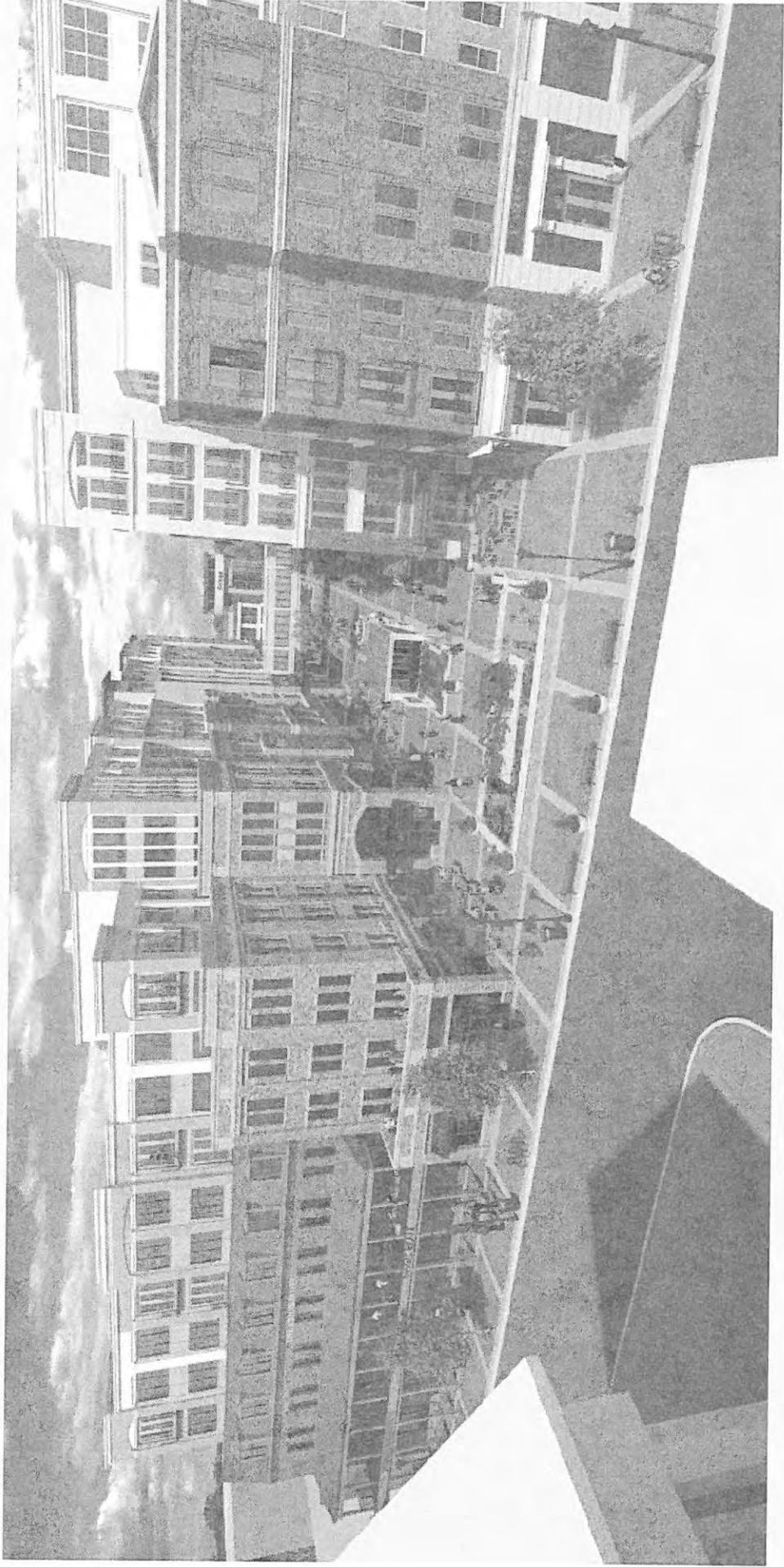
Aerial



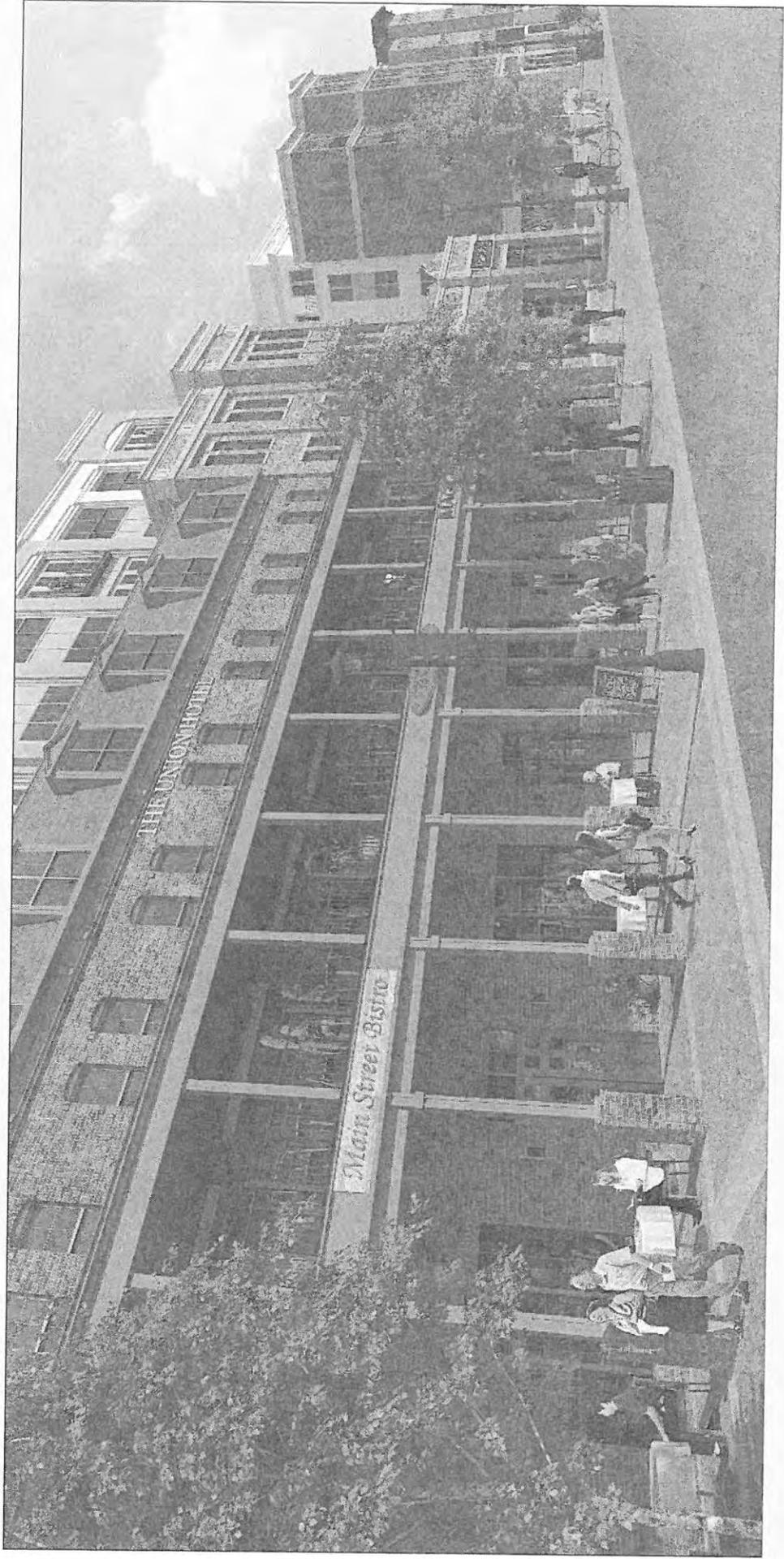
Main Street View



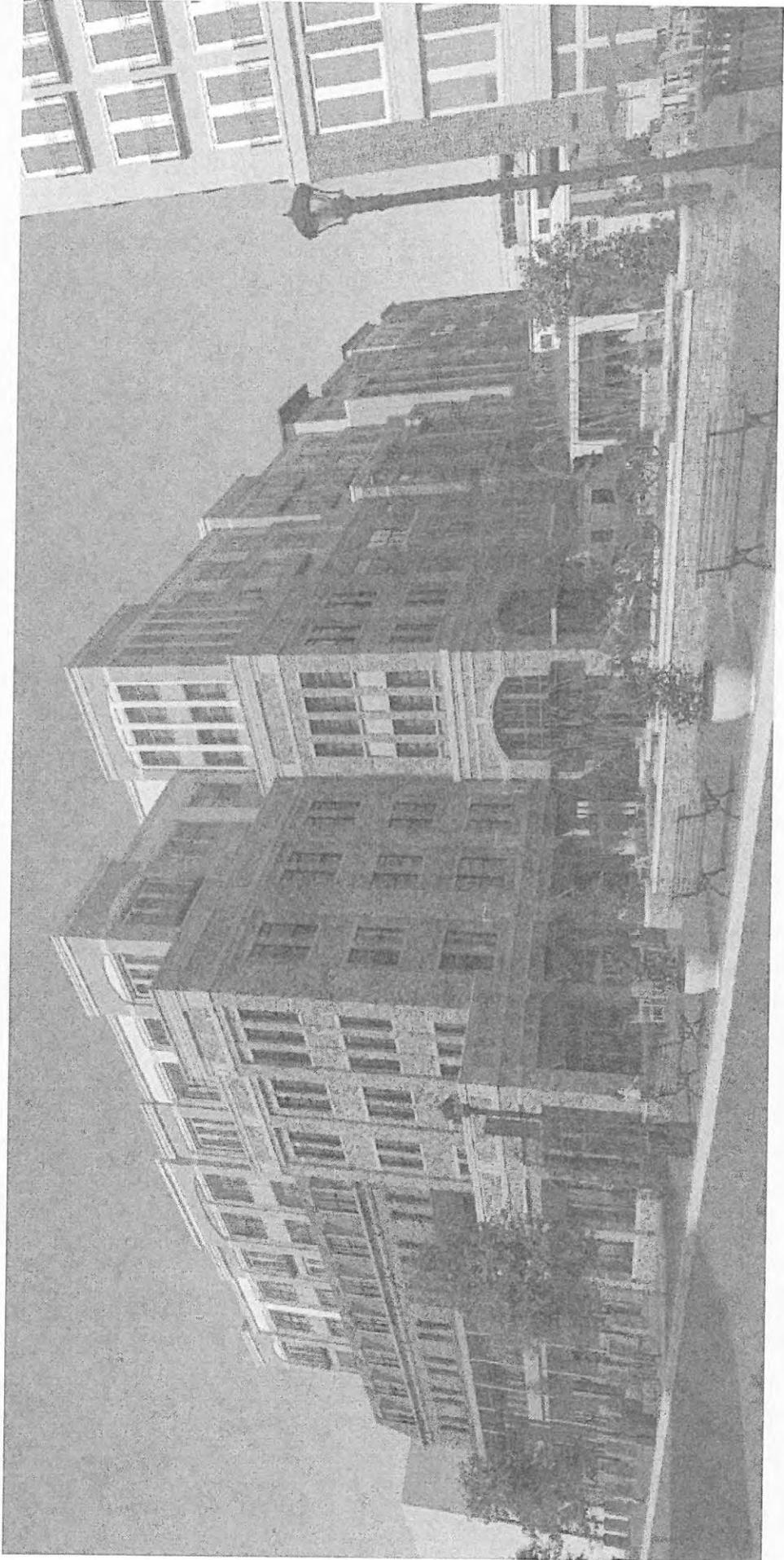
Aerial View of Plaza from Courthouse



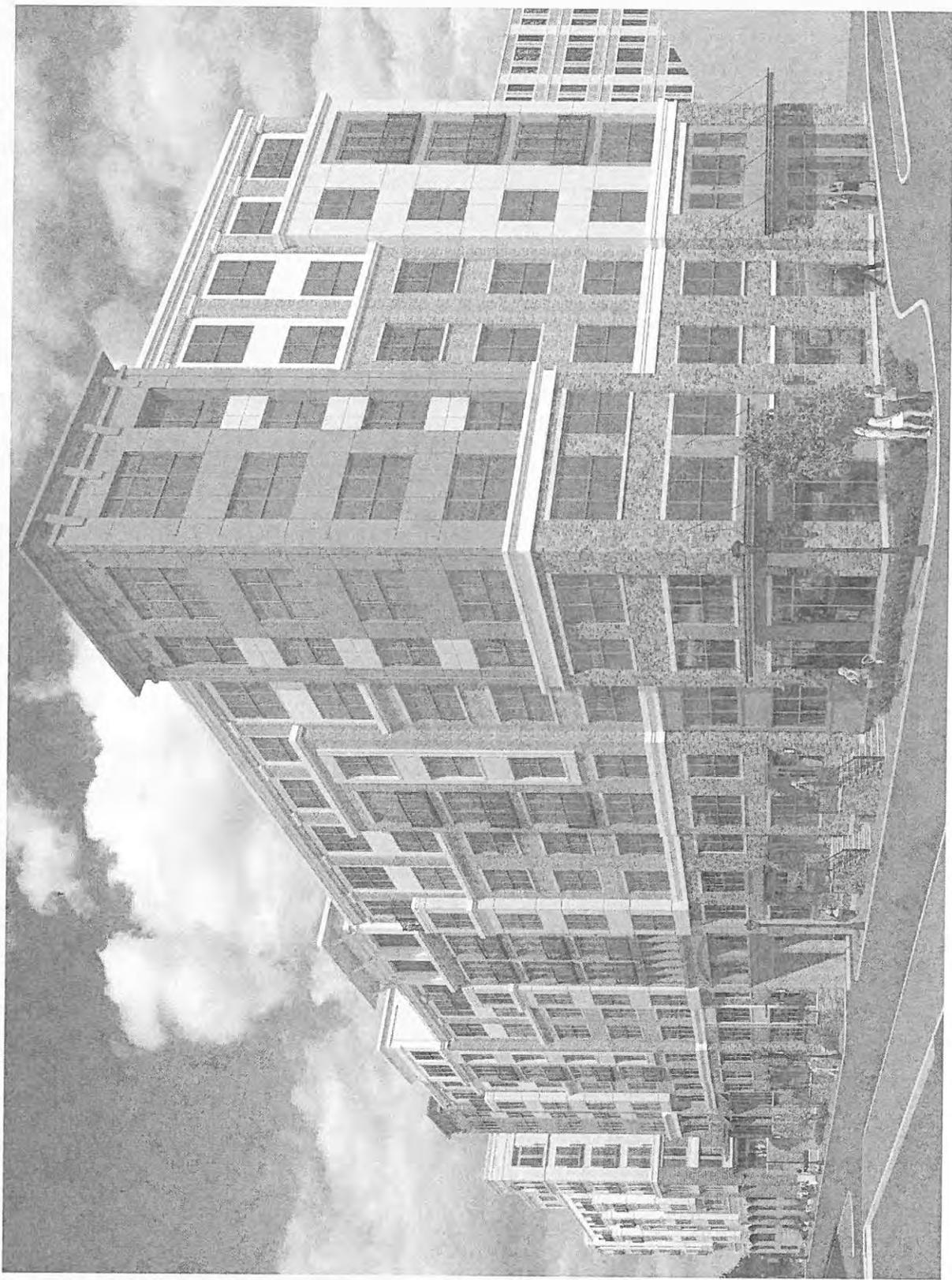
View to the South in Front of Hotel



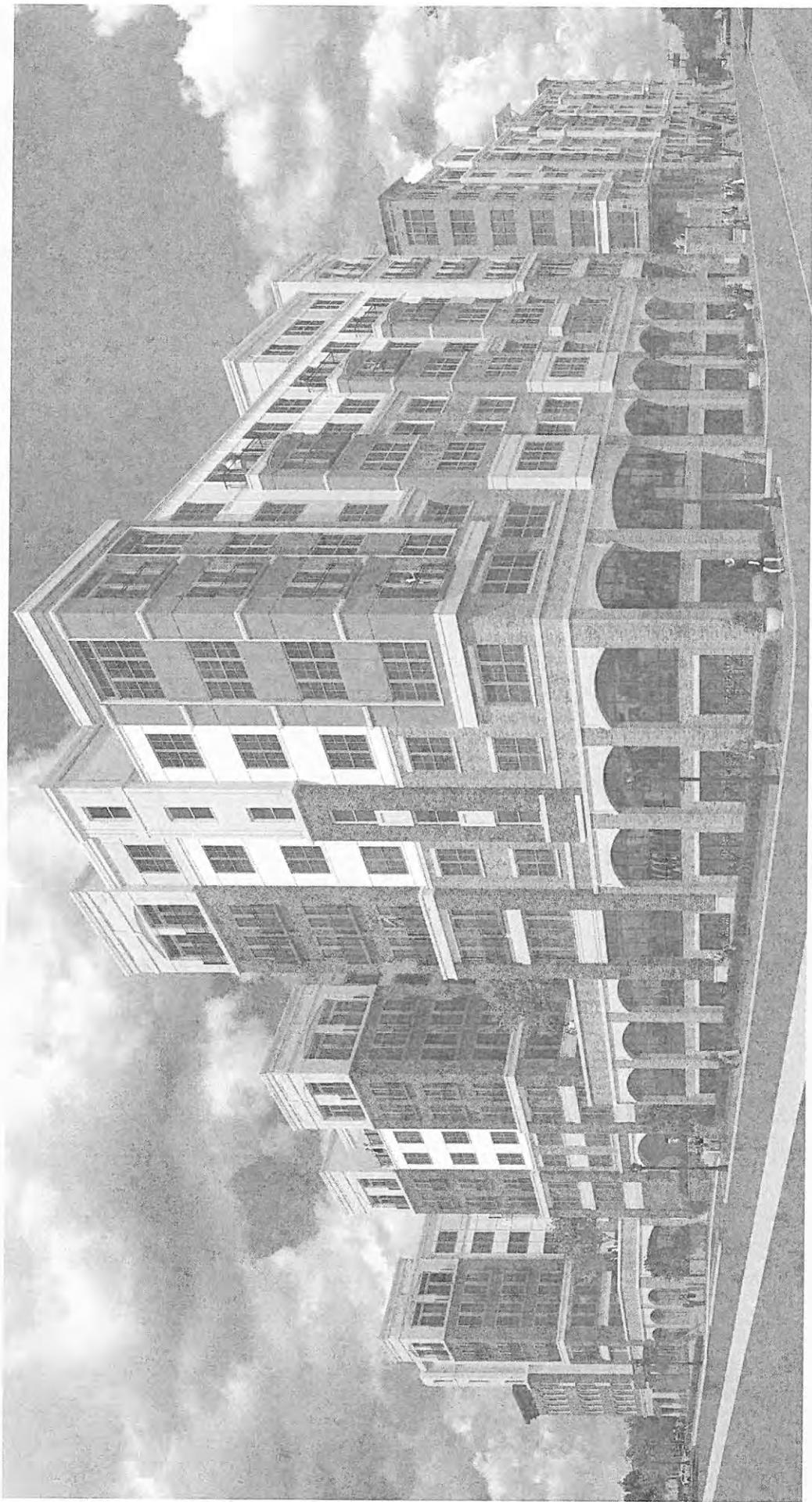
Main Street View of Hotel



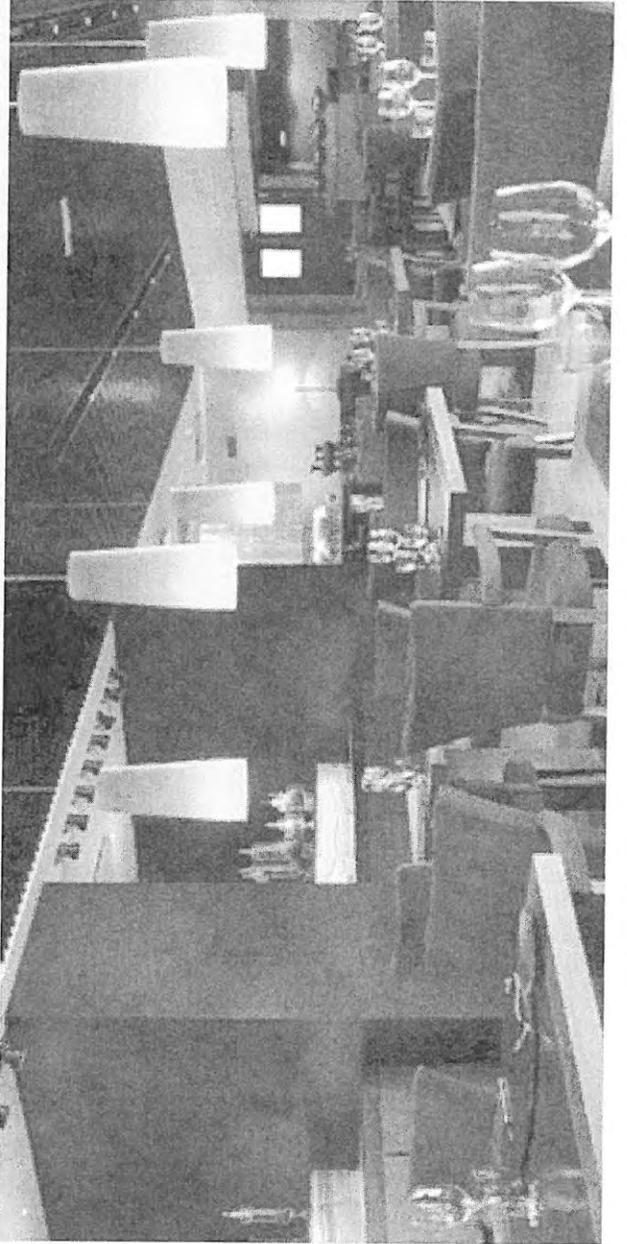
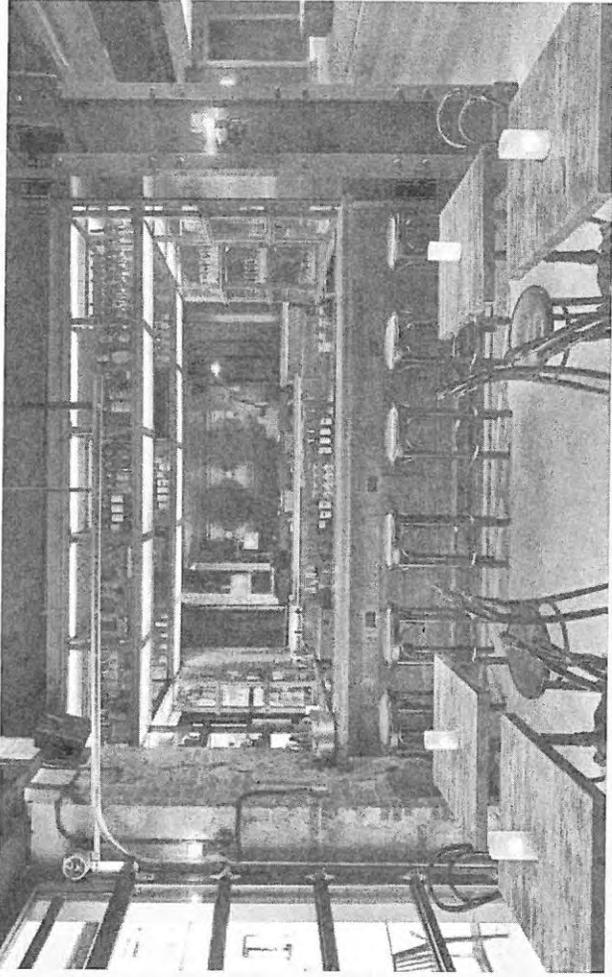
View From Spring Street & Bloomfield Avenue



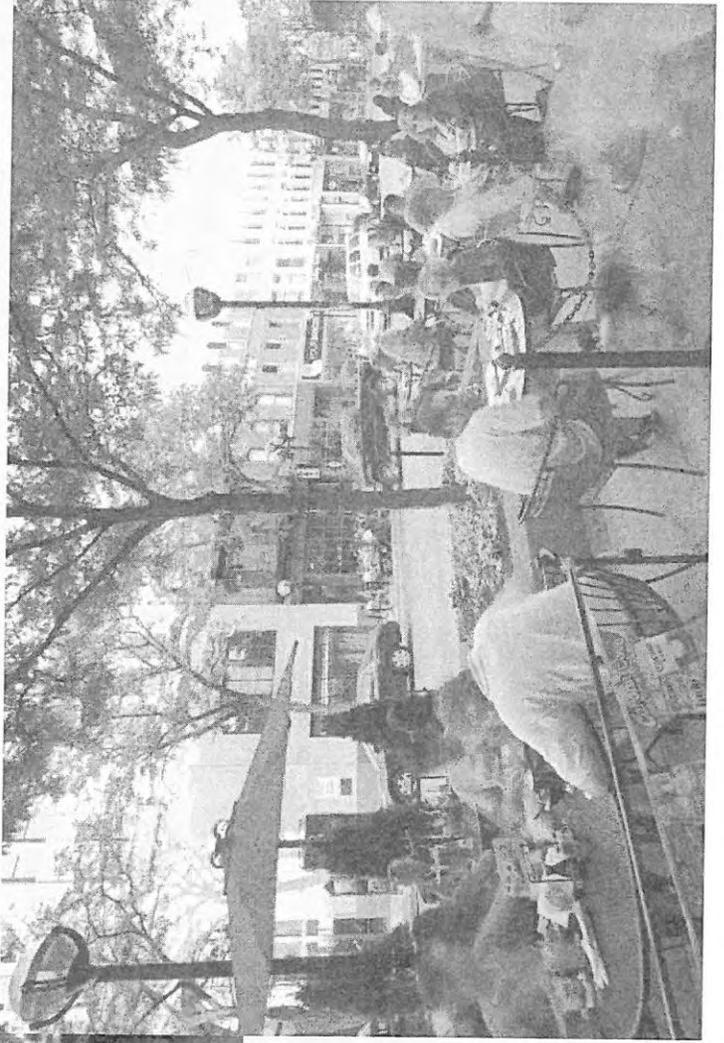
View From Spring Street & Chorister Place



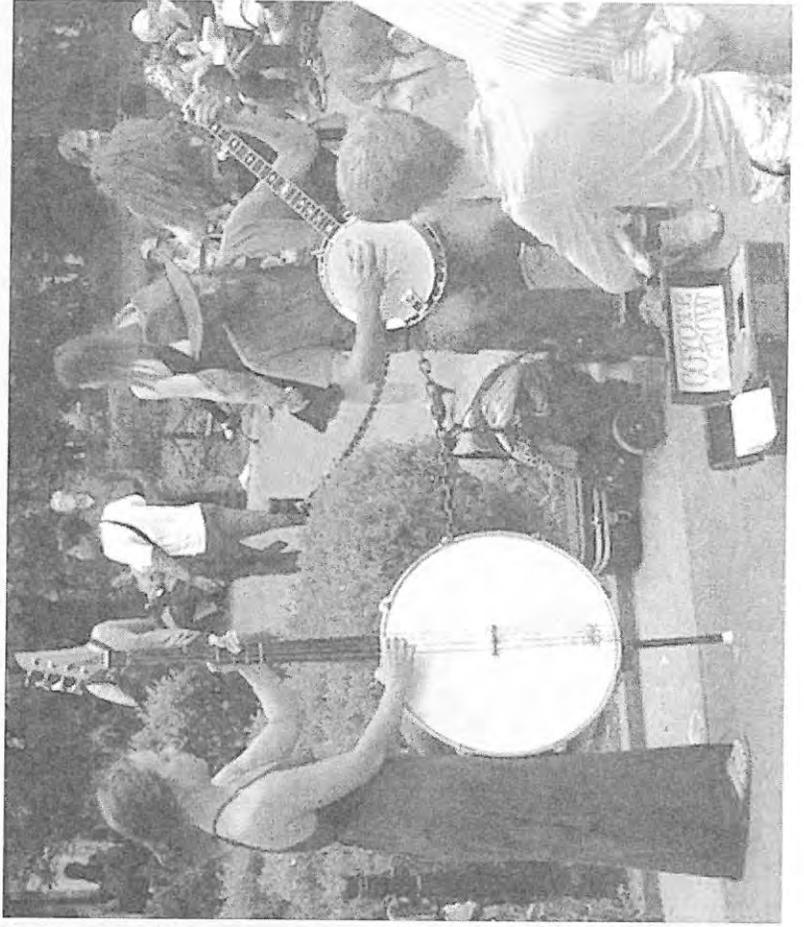
Restaurants



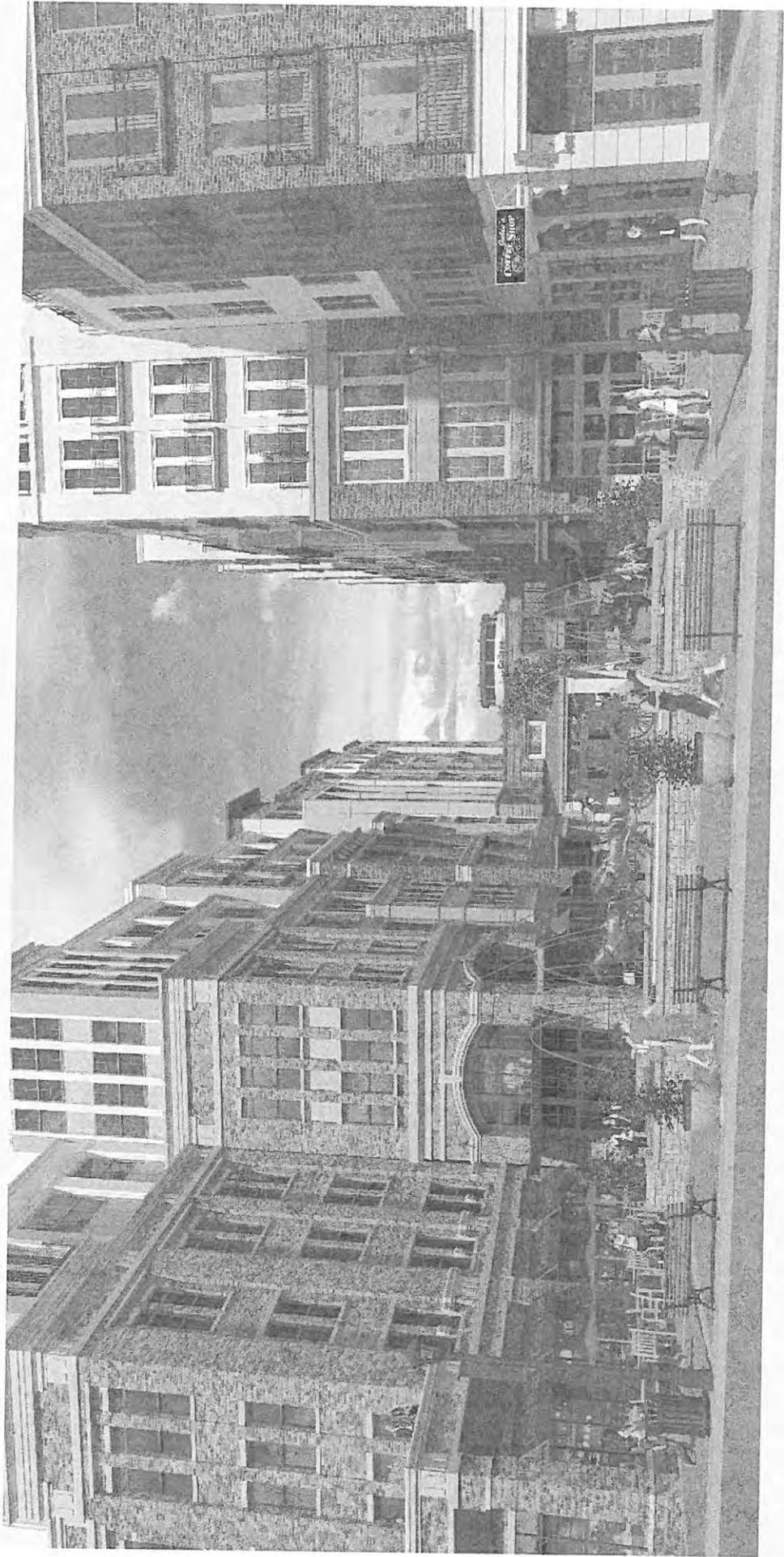
Café Dining



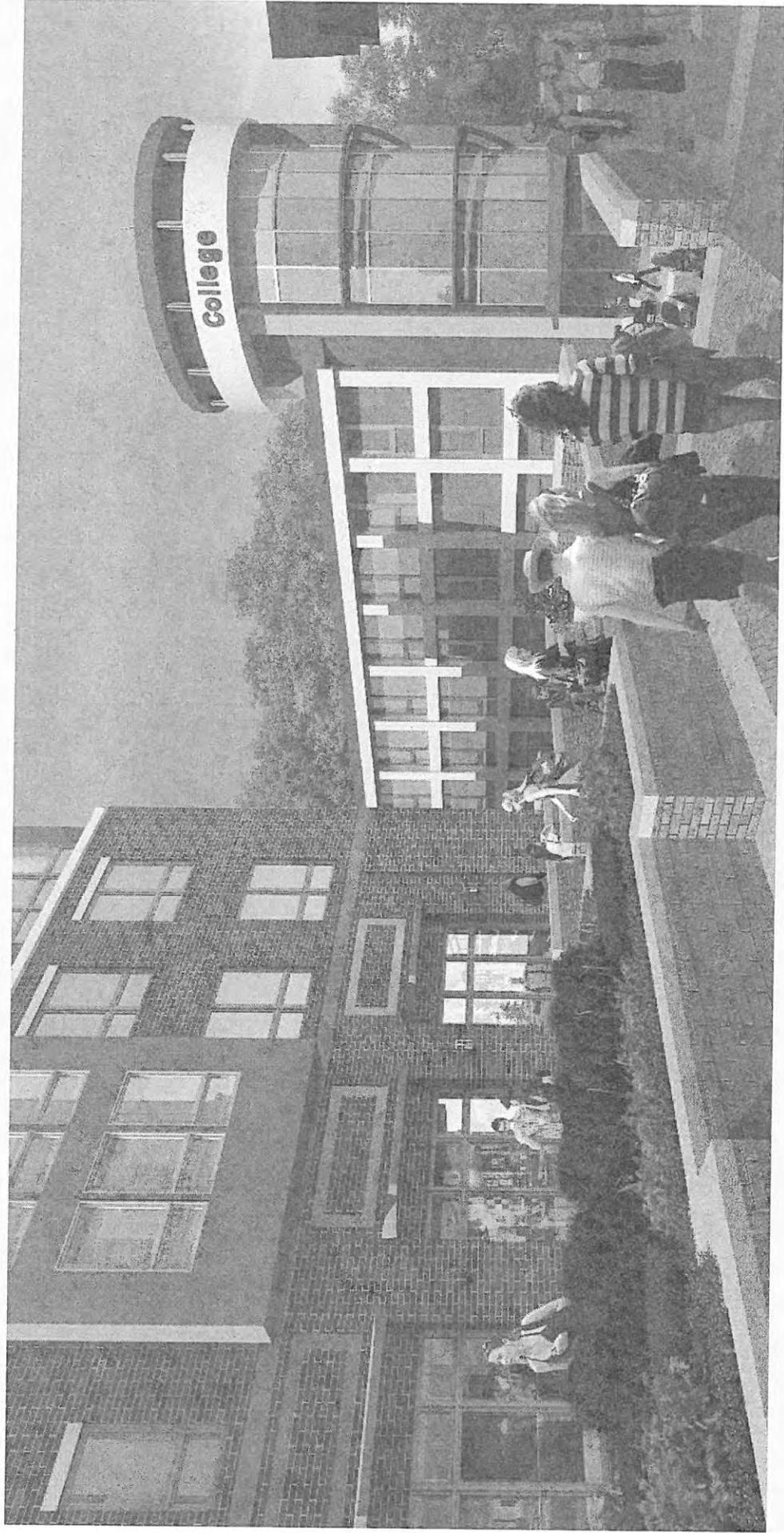
A Place to Be



View East Down Plaza at Eye Level



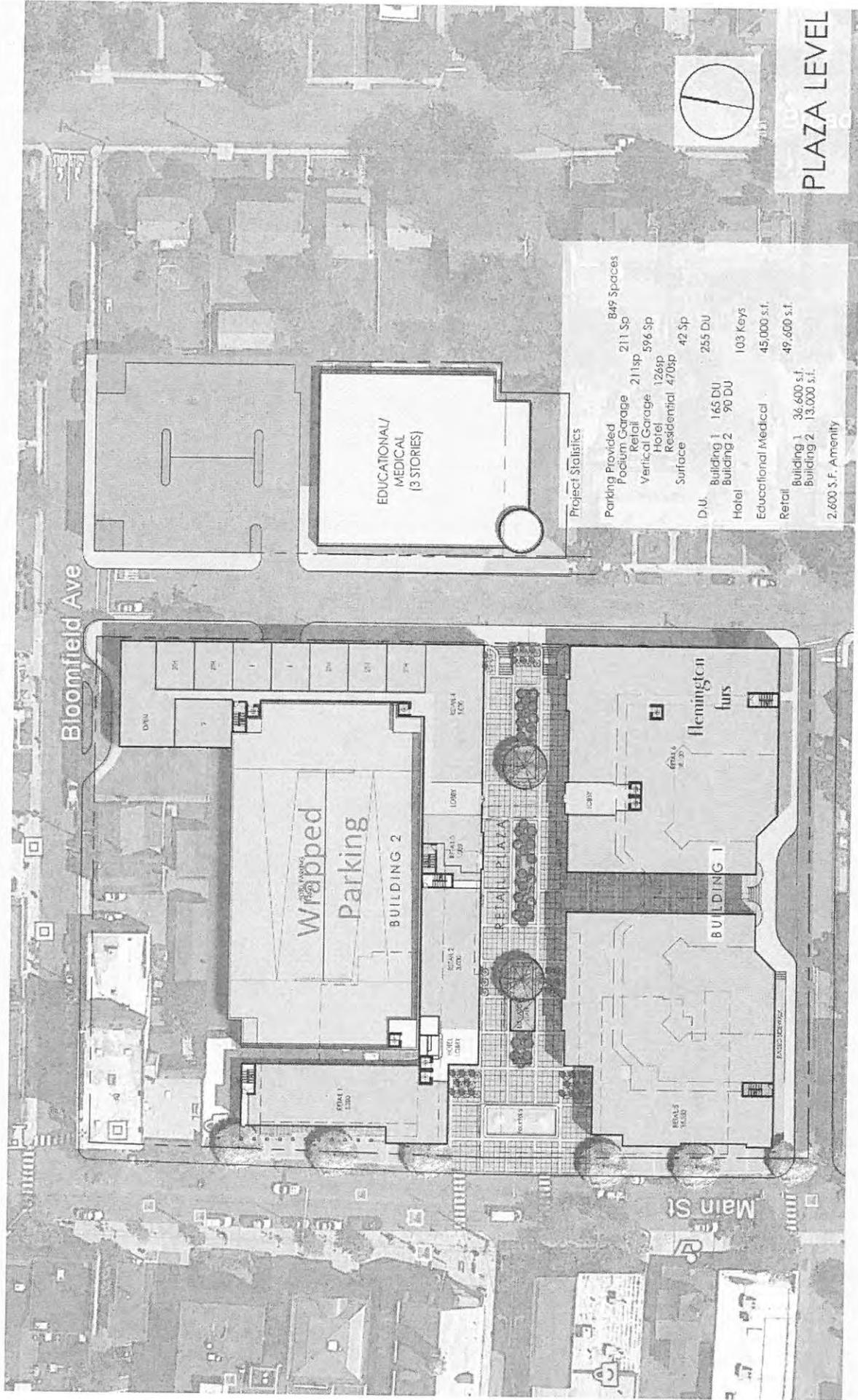
View East of Medical Office/College



Campus Life



Plaza Level

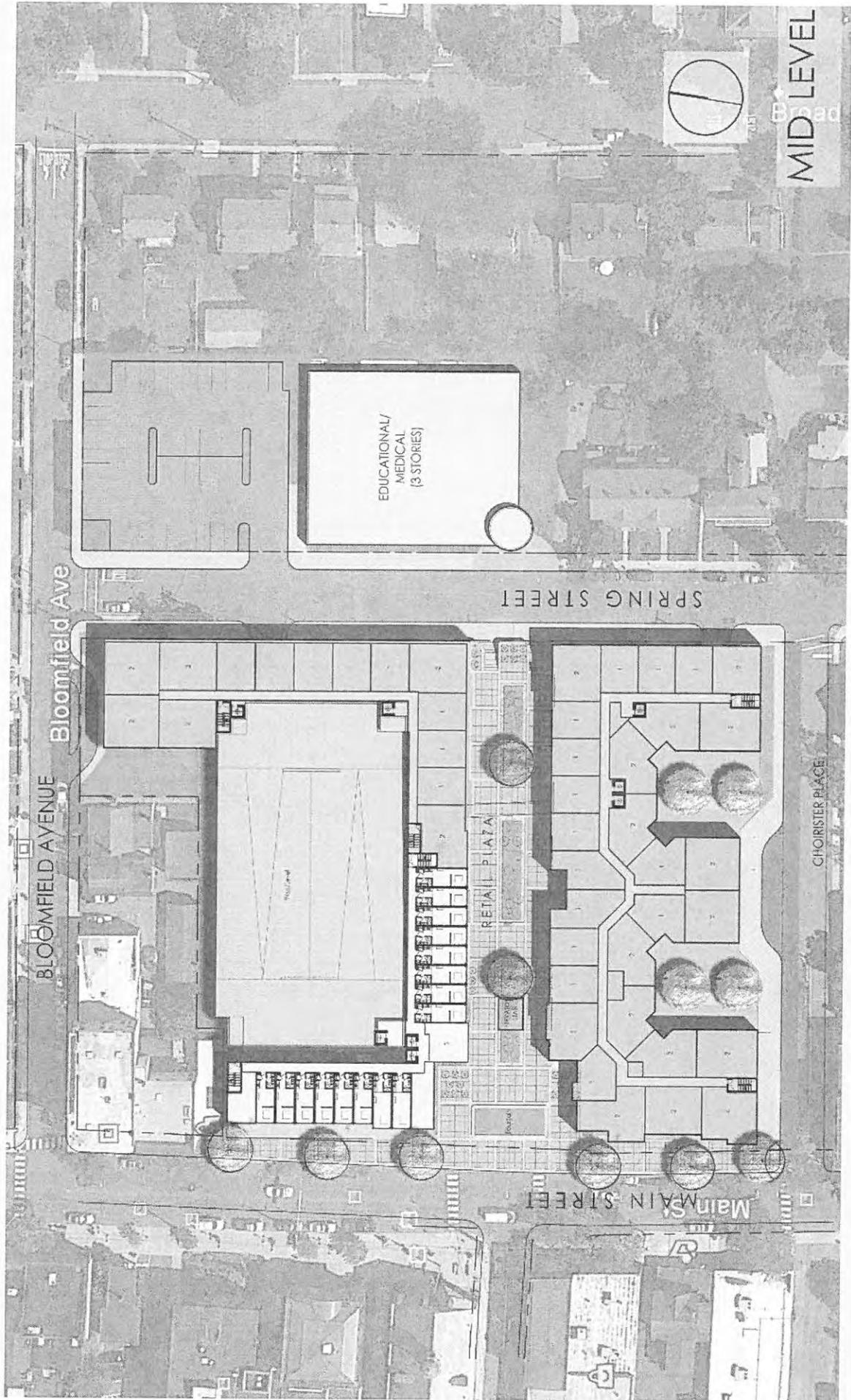


Project Statistics

Parking Provided	849 Spaces
Podium Garage	211 Sp
Vertical Garage	211sp
Hotel	126sp
Residential	470sp
Surface	42 Sp
D.U.	255 DU
Building 1	145 DU
Building 2	90 DU
Hotel	103 Keys
Educational Medical	45,000 s.f.
Retail	49,600 s.f.
Building 1	36,600 s.f.
Building 2	13,000 s.f.
2,600 S.F. Amenity	

PLAZA LEVEL

Upper Floors



Top Floor

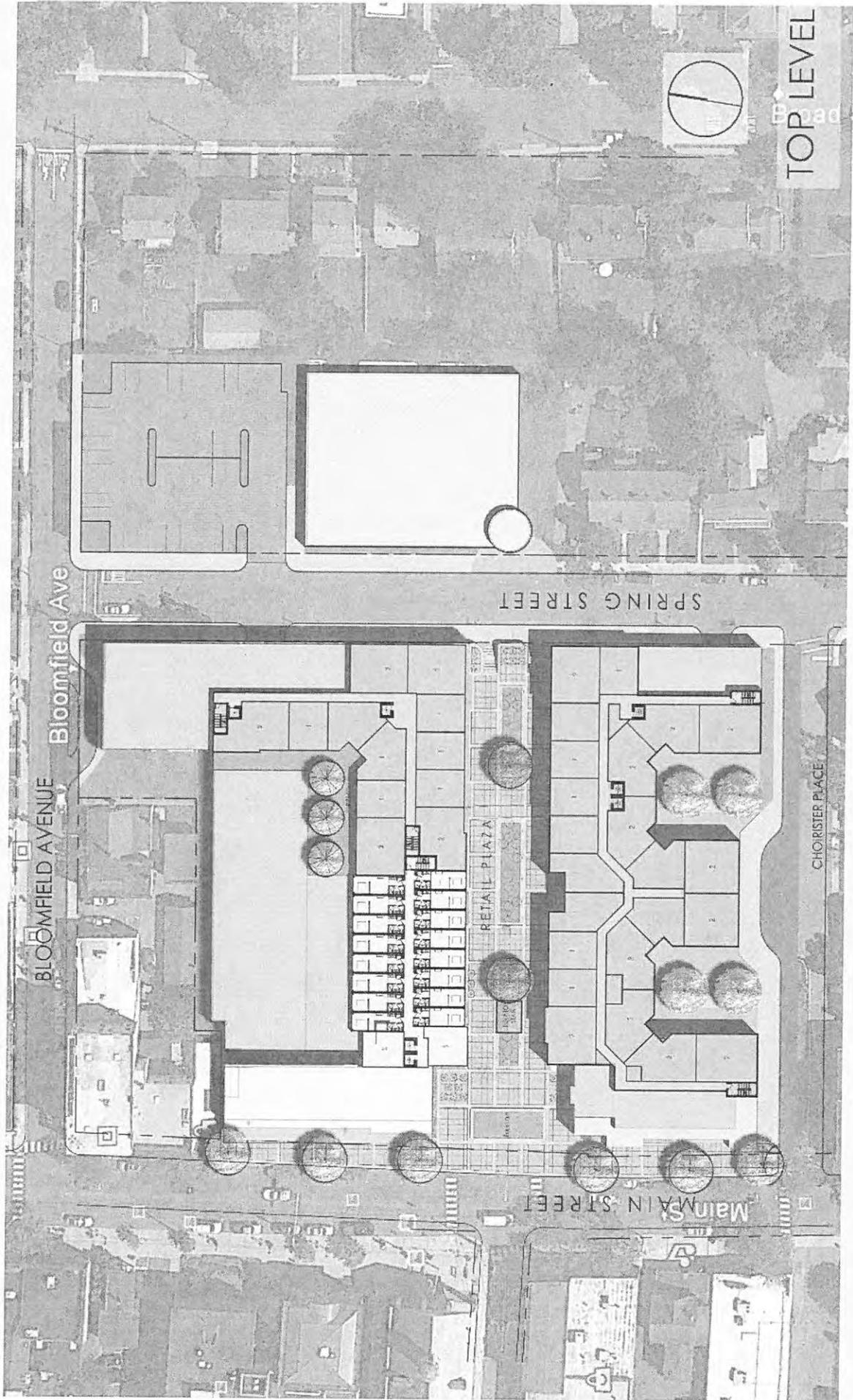


EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper and Borough, as applicable, in accordance with the terms and condition of this Redevelopment Agreement.

“Designation of the Additional Property” as an “area in need of redevelopment” pursuant to the Redevelopment Law shall be completed within 6 months of the Effective Date

“Adoption of an Amendment to the Redevelopment Plan” that includes the Additional Property pursuant to the Redevelopment Law shall be completed within 90 days of “Designation of the Additional Property”

“Concept Plan Review Application” for the first Phase shall be submitted to the Borough pursuant to Section 3.2(c) of the Agreement within 60 days of the execution of the Financial Agreement

“Execution of a Financial Agreement” by the Parties shall be completed within 60 days of “Adoption of an Amendment to the Redevelopment Plan”

Planning Board Application for Final Site Plan Approval for the first Phase and applications for all other Governmental Approvals for the first Phase shall be submitted to Planning Board and other applicable Governmental Bodies within 30 days after Borough’s approval pursuant to Section 3.2(c) of the Agreement

“Closing on Financing” for first Phase shall be completed with 90 days of receipt of all Government Approvals and the expiration of all applicable appeal periods

“Acquisition of Property” required for first Phase shall be completed within 60 days of “Closing on Financing”

Application for demolition permits for first Phase shall be submitted within 30 days of closing on “Acquisition of Property” for first Phase

Application for building permits shall be submitted within 30 days after completion of demolition

“Commencement of Construction” of first Phase shall occur within 30 days after receipt of building permits for first Phase

Application for Certificate of Occupancy for first Phase shall be submitted to Borough within 24 months of Commencement of Construction for first Phase

Application for Certificate of Occupancy for last Phase shall be submitted within 36 months of “Commencement of Construction” for first Phase

Request to Borough for Certificate of Completion for entire Project shall be submitted within 8 years from the Effective Date of this Agreement, inclusive of any events of Force Majeure, subject to a reasonable extension in the Boroughs sole discretion

EXHIBIT C
OWNERSHIP STRUCTURE OF REDEVELOPER

Flemington Center Urban Renewal, LLC is owned 100% by John J. Cust, Jr.

Attachment A.7. Structural Assessment

The building located on Block 22, Lot 7 is divided into two portions. The portion of the building known as the police building, which is located to the south and rear of the overall building is categorized as non-contributing historic/contemporary within the Historic District. The entire police building is proposed to be demolished. The portion of the building known as the bank building, which is located to the north and front of the overall building is categorized as significant contributing property to the Historic District. The exterior walls of the bank building are proposed to remain and the interior of the building will be redeveloped. Given the limited nature of the demolition proposed, and the proposal to retain the exterior walls of the bank building, a structural assessment was not performed.



DATE: 2017.05.13

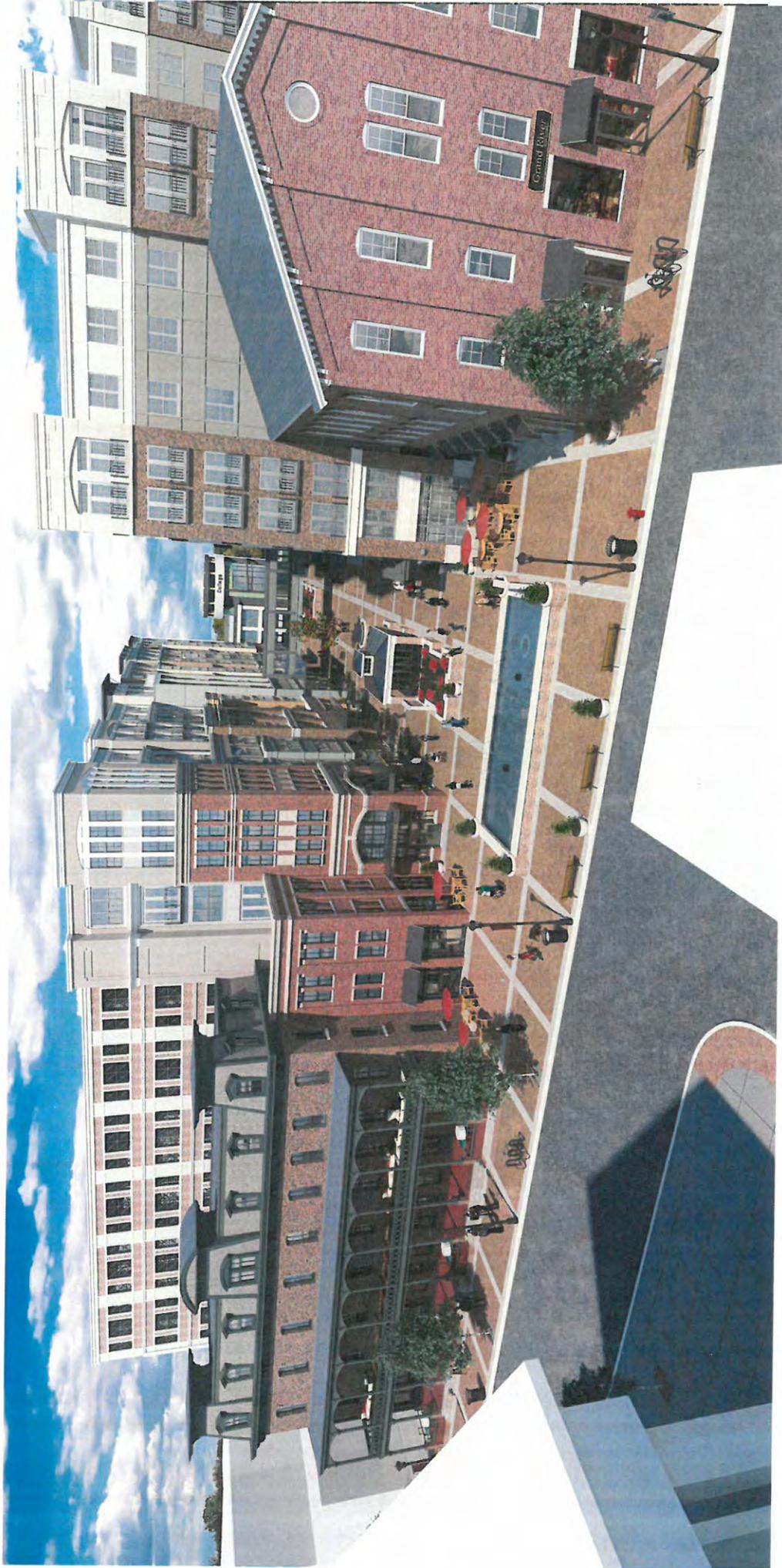
COURTHOUSE SQUARE
FLEMINGTON, NJ

FLEMINGTON CENTER
URBAN RENEWAL LLC.

CONCEPT BUILDING PLANS

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08852
MINNOWASKO.COM

COPYRIGHT © MINNO WASKO ARCHITECTS AND PLANNERS



MAIN STREET LOOKING DOWN PLAZA PERSPECTIVE
DATE: 05/19/2017

FLEMINGTON CENTER
URBAN RENEWAL LLC.

COURTHOUSE SQUARE
FLEMINGTON, NJ
15-077201

COPYRIGHT EDWINO & WASKO ARCHITECTS AND PLANNERS

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08850
MINNOWASKO.COM



MAIN STREET VIEW OF BANK
DATE: 09/19/2017

FLEMINGTON CENTER
URBAN RENEWAL LLC.

COURTHOUSE SQUARE
FLEMINGTON, NJ
15-0772-01
COPYRIGHT © MINNO & WASKO ARCHITECTS AND PLANNERS

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM



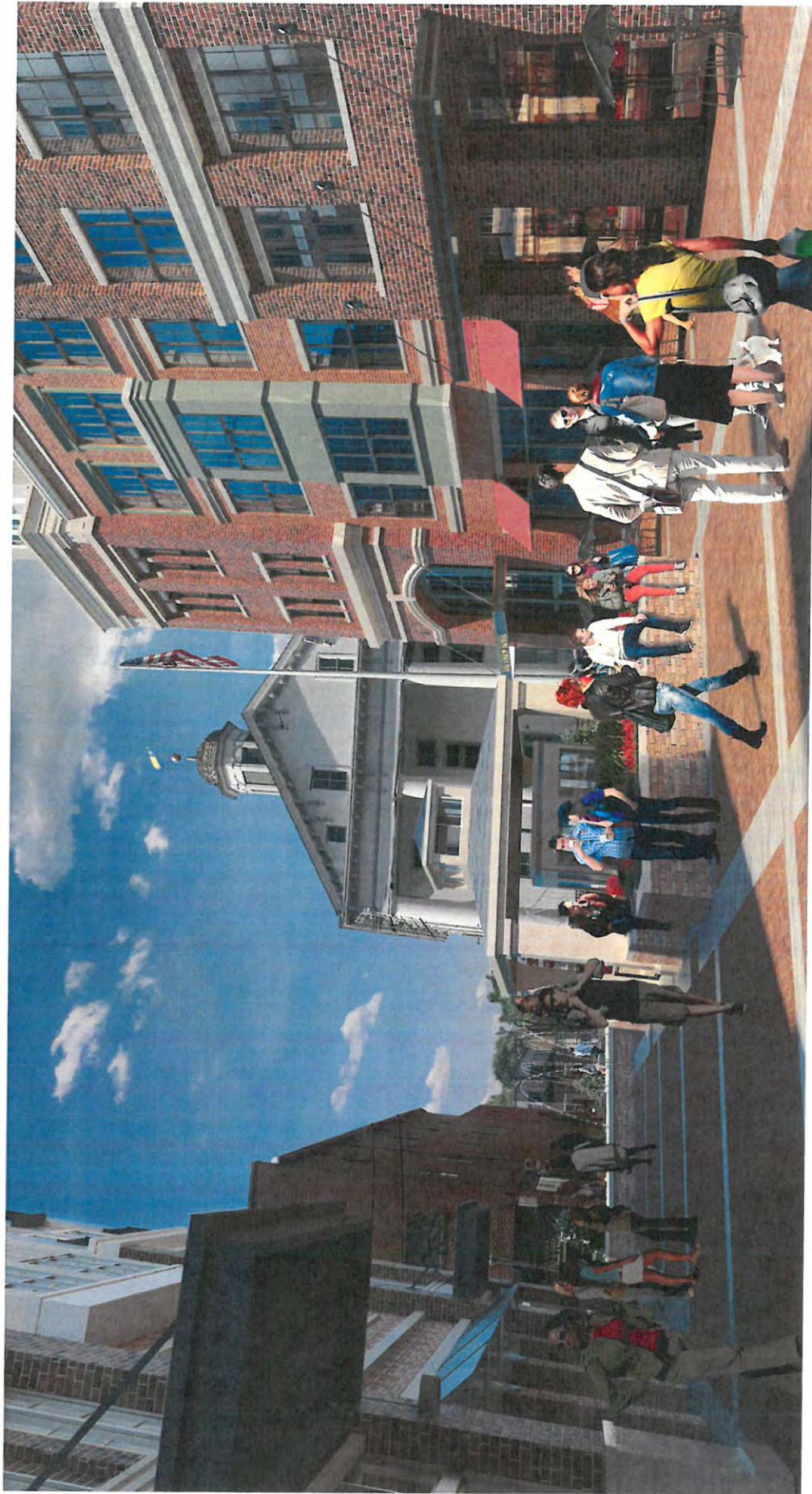
MAIN STREET VIEW OF HISTORIC HOTEL
DATE: 06/19/2017

FLEMINGTON CENTER
URBAN RENEWAL LLC.

COURTHOUSE SQUARE
FLEMINGTON, NJ
15-0775-01

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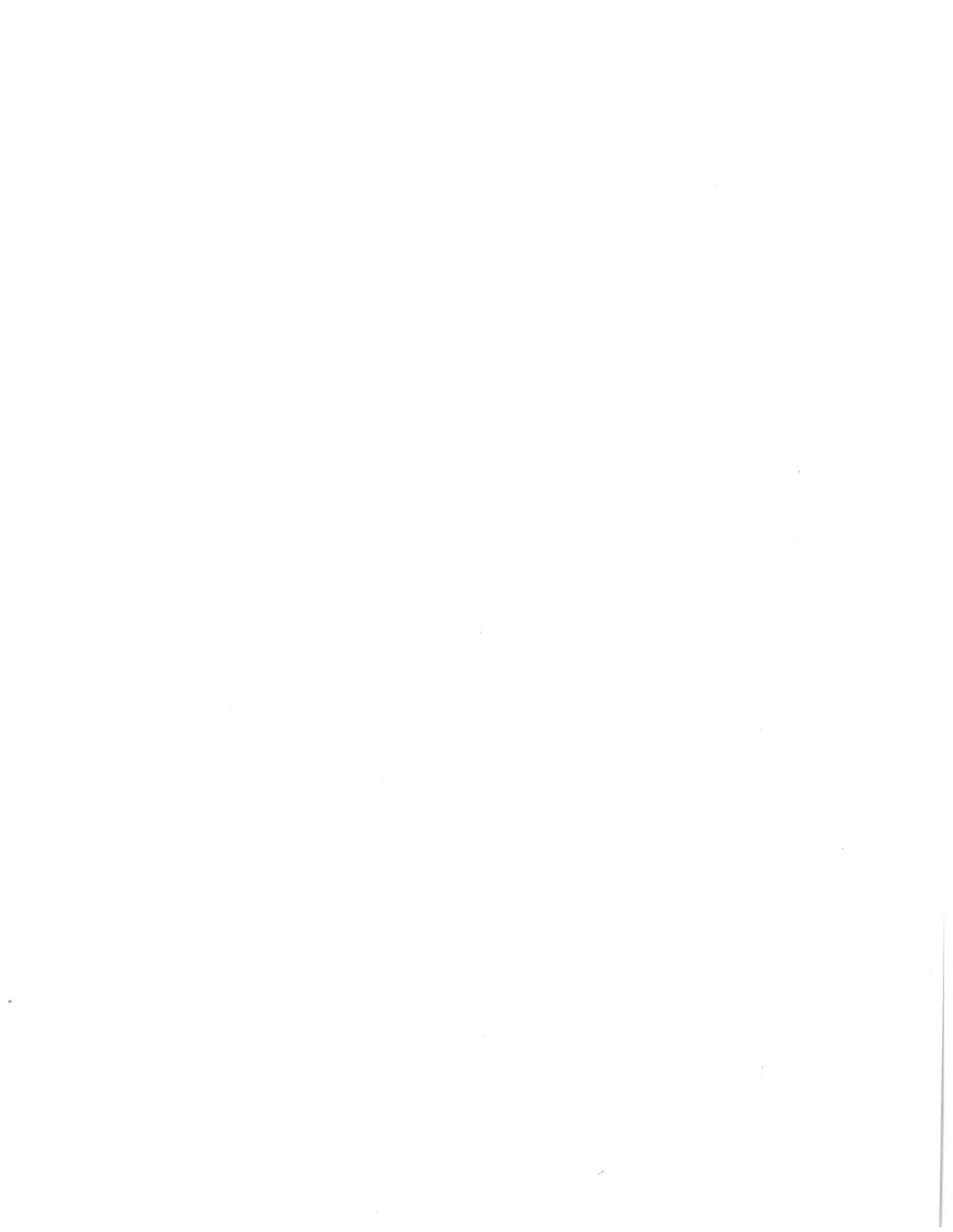


PLAZA VIEW OF COURTHOUSE
DATE: 09/17/2017

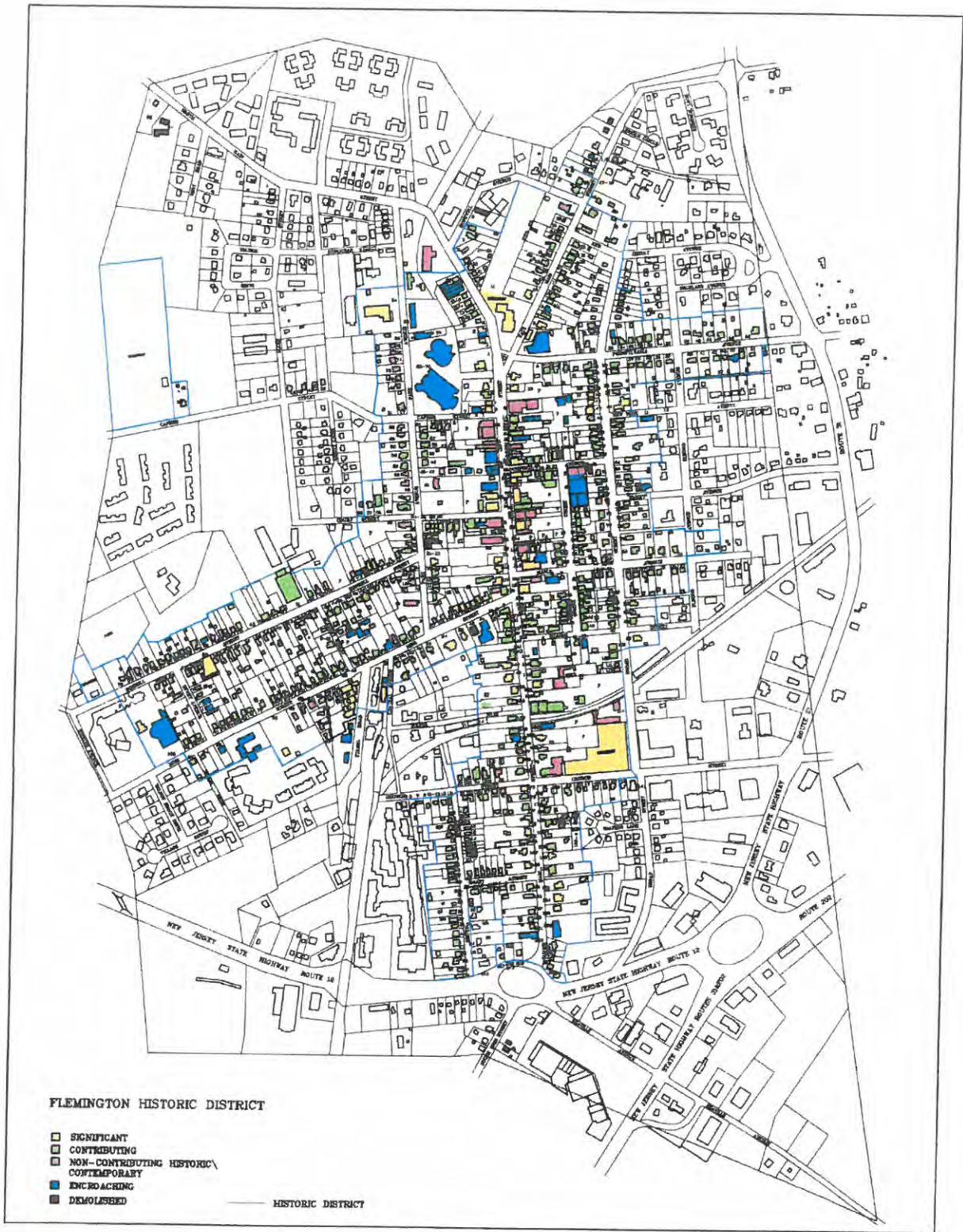
FLEMINGTON CENTER
URBAN RENEWAL LLC.

COURTHOUSE SQUARE
FLEMINGTON, NJ
DATE: 09/17/2017
COPYRIGHT: MINNICO & WASKO ARCHITECTS AND PLANNERS

MINNICO & WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 101, LAMBERTVILLE, NEW JERSEY 08530
MINNOWASKO.COM



Attachment B.2. Historical Documentation



STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF THE COMMISSIONER
P. O. BOX 1390
TRENTON, N. J. 08625
609-292-2685

February 27, 1980

Ms. Carol D. Shull
Acting Keeper of the National Register
Heritage Conservation and Recreation
Service
Department of the Interior
18th and C Streets, N.W.
Washington, D.C. 20243

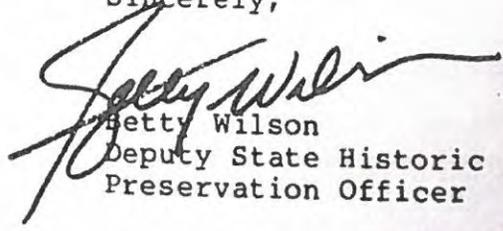
Dear Ms. Shull:

I am pleased to nominate the Flemington Historic District,
Hunterdon County to the National Register.

This nomination has received the majority approval of the State
Review Committee for Historic Sites and is being submitted under the
old regulations.

Should you want any further information concerning this
application, please feel free to contact the staff of the Office
of Historic Preservation, Department of Environmental Protection,
109 West State Street, Trenton, New Jersey 08625, telephone (609)
292-2023.

Sincerely,


Betty Wilson
Deputy State Historic
Preservation Officer

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

FOR NPS USE ONLY

RECEIVED

DATE ENTERED

SEE INSTRUCTIONS IN HOW TO COMPLETE NATIONAL REGISTER FORMS
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS

1 NAME

HISTORIC
FLEMINGTON HISTORIC DISTRICT
AND OR COMMON

2 LOCATION

Broad, Main, East Main, North Main, Spring, Court, Bonnell, Mine,
William, Brown, Academy, Capner, Church, and Choiristers Streets,
Park, Bloomfield, Emery, Maple, Grant, Dewey, Hopewell, Pennsylvania
New York, Central, and Lloyd Avenues
STREET & NUMBER
CITY TOWN
Flemington
STATE VICINITY OF COUNTY CODE
New Jersey 034 Hunterdon 019

3 CLASSIFICATION

CATEGORY	OWNERSHIP	STATUS	PRESENT USE
<input type="checkbox"/> SITE SPECIFIC	<input type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> OCCUPIED	<input type="checkbox"/> AGRICULTURE
<input type="checkbox"/> BUILDINGS	<input type="checkbox"/> PRIVATE	<input type="checkbox"/> UNOCCUPIED	<input checked="" type="checkbox"/> MUSEUM
<input type="checkbox"/> STRUCTURE	<input checked="" type="checkbox"/> BOTH	<input type="checkbox"/> WORK IN PROGRESS	<input checked="" type="checkbox"/> COMMERCIAL
<input type="checkbox"/> SUBJECT	<input type="checkbox"/> PUBLIC ACQUISITION	<input type="checkbox"/> ACCESSIBLE	<input checked="" type="checkbox"/> EDUCATIONAL
	<input type="checkbox"/> IN PROCESS	<input type="checkbox"/> YES RESTRICTED	<input type="checkbox"/> ENTERTAINMENT
	<input type="checkbox"/> BEING CONSIDERED	<input checked="" type="checkbox"/> YES UNRESTRICTED	<input checked="" type="checkbox"/> GOVERNMENT
		<input type="checkbox"/> NO	<input type="checkbox"/> INDUSTRIAL
			<input type="checkbox"/> MILITARY
			<input type="checkbox"/> OTHER

4 OWNER OF PROPERTY

NAME
Multiple
STREET & NUMBER

CITY TOWN

VICINITY OF

STATE

5 LOCATION OF LEGAL DESCRIPTION

COURTHOUSE
REGISTRY OF DEEDS, ETC
Hall of Records
STREET & NUMBER

Main Street

CITY TOWN

Flemington

STATE

New Jersey

6 REPRESENTATION IN EXISTING SURVEYS

TITLE
New Jersey Historic Sites Inventory
DATE

1976

DEPOSITORY FOR
SURVEY RECORDS

Office of Historic Preservation

FEDERAL STATE COUNTY LOCAL

CITY TOWN
Trenton

STATE

New Jersey

5 SIGNIFICANCE

PERIOD	AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
<input type="checkbox"/> PREHISTORIC	<input type="checkbox"/> ARCHEOLOGY-PREHISTORIC	<input type="checkbox"/> COMMUNITY PLANNING	<input type="checkbox"/> LANDSCAPE ARCHITECTURE	<input type="checkbox"/> RELIGION
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> ARCHEOLOGY-HISTORIC	<input type="checkbox"/> CONSERVATION	<input type="checkbox"/> LAW	<input type="checkbox"/> SCIENCE
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> AGRICULTURE	<input type="checkbox"/> ECONOMICS	<input type="checkbox"/> LITERATURE	<input type="checkbox"/> SCULPTURE
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> ARCHITECTURE	<input type="checkbox"/> EDUCATION	<input type="checkbox"/> MILITARY	<input type="checkbox"/> SOCIAL/HUMANITARIAN
<input checked="" type="checkbox"/> 1700-1799	<input type="checkbox"/> ART	<input type="checkbox"/> ENGINEERING	<input type="checkbox"/> MUSIC	<input type="checkbox"/> THEATER
<input checked="" type="checkbox"/> 1800-1899	<input type="checkbox"/> COMMERCE	<input type="checkbox"/> EXPLORATION/SETTLEMENT	<input type="checkbox"/> PHILOSOPHY	<input type="checkbox"/> TRANSPORTATION
<input checked="" type="checkbox"/> 1900-	<input type="checkbox"/> COMMUNICATIONS	<input type="checkbox"/> INDUSTRY	<input checked="" type="checkbox"/> POLITICS/GOVERNMENT	<input type="checkbox"/> OTHER (SPECIFY)
		<input type="checkbox"/> INVENTION		

SPECIFIC DATES

BUILDER/ARCHITECT

STATEMENT OF SIGNIFICANCE

The architecture of Flemington is the Borough's main asset. It gives the town a special significance not only for its wide variety and the large number of its buildings, but also for its superb quality.

The architectural significance of the structures of Flemington Borough extends beyond the boundaries of the municipality. There are few such extensive collections of buildings in a concentrated area in Hunterdon county where the architecture represents most of the major developments in 19th Century American architecture. It is significant to the region because it is the County seat, one of the few urban communities in a predominantly rural area, and its buildings reflect the aspirations of the people who inhabit it. On a State level, Flemington's architecture ranks high among the State's architectural attractions. It is a good representation of how New Jersey architecture, while never developing its own stylistic variation such as Pennsylvania or New York, closely followed the architectural trends evolving in the Nation's major cities. It is also significant to the Nation because it was the home and the site for the designs of Mahlon Fisher, an important architect in America during the mid-19th Century who designed in the Greek Revival style of architecture. Indeed, very few places in the country can boast of as outstanding a collection of Greek Revival architecture as Flemington.

The periods of architectural development in Flemington parallels the economic development of the region. During the town's beginnings, buildings were few and far between. The first white settlers in Flemington found the area an almost untouched wilderness when they came soon after 1730. Until that time, it was one of the most important areas of Indian habitation in Hunterdon County, for the area offered many things important to Indian existence. There are no known pre-historic sites within the Flemington Historic District, although such sites may exist.

No 10 300

PHR-8-300A
(11/78)UNITED STATES DEPARTMENT OF THE INTERIOR
HERITAGE CONSERVATION AND RECREATION SERVICE**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

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DATE ENTERED

CONTINUATION SHEET

ITEM NUMBER 7 PAGE 1

Description (continued)

Barber and Howe's Historical Collections of New Jersey in 1844 reported that Flemington:

"...is pleasantly situated in the central part of the township, on an undulating plain, a mile S. of the high eminence, from which there is a fine prospect of the village and adjacent country. Flemington is principally built on a single street, on which are many handsome dwellings, and the general appearance of the place is thriving and cheerful. There are here 2 newspaper printing offices, several stores and mechanic shops, 4 hotels, the county buildings, 1 Methodist, 1 Baptist, 1 Presbyterian and 1 Episcopal church, about 70 dwellings and 600 inhabitants." (Barber and Howe, Historical Collections of New Jersey. 1844. p. 250).

Beers Atlas map of 1873 indicates substantial growth in Flemington during the 3rd quarter of the 19th century. The town is shown at this time as having over 200 buildings and while Main Street is still the central thoroughfare in the town, there are several other substantial streets as well, both perpendicular and parallel to Main. Obviously, Main Street is the major commercial focus of the town in 1873 and continues to have vibrant enterprises up to present time (1979).

There are some 600 properties within the historic district of which approximately 80% date from the mid-19th century to early 20th century (see attached chart for further breakdown). Intrusions are less than ten percent of the total.

The district is primarily zoned residential and commercial with several small light industrial pockets throughout.

The district encompasses about 60% of the entire Borough of Flemington and is bounded on the south by New Jersey Route 12; on the east by an industrial strip development created by New Jersey Route 12; on the east by an industrial strip development created by New Jersey Route 31 alongside; on the west by modern residential housing and apartment complexes; and on the north by modern residential development.

No 10-300 (Rev 10-74)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICENATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM

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DATE ENTERED

Item No. 7

Page 103

Hunterdon County Courthouse - located at the corner of Main and Court Streets, this Greek Revival structure was built in 1828. It has a temple plan with a 3-bay facade set on a high stone foundation. A pedimented portico forms the facade with a simple entablature supported by round, classical columns. An octagonal, frame cupola sits over the front portion of the roof. Windows have simple frames while the front entrance has an arched transom, sidelights, and 6-panel, double doors. ✓ ✓

#79 Main Street - located at the corner of Main and Court Streets, this is a 4-unit, brick, mid-20th Century, commercial structure with a flat roof. The corner unit has 3 stories while the rest of the building has 2 stories. The 1st floor consists of a commercial storefront. ✓

#80 Main Street - a 3-story, 4-bay, brick, mid-19th Century, Italianate structure with a flat roof with wide overhangs supported by brackets. The central bay has a segmentally-arched pediment. All windows are segmentally-arched and have hoods. The first floor has been altered for commercial space. ✓

#82 Main Street - a 2-story, 3-unit, masonry, early 20th Century, commercial structure with a flat roof, aluminum siding on the upper floor, and commercial space on the ground floor. ✓

#91 Main Street - a 2½-story, frame, mid-19th Century structure with a cross-gable, metal roof. Modillions decorate the eaves. A modern, one-story frame, commercial space was added to the front. ✓

#93 Main Street - a one-story, brick, early 20th Century, commercial structure in the Neo-Classical style with a flat roof, a central pediment, brick quoins, and pilasters on the facade. ✓

#90-104 Main Street - a 3-story, 5-bay, brick and stone structure built in the early 20th Century (as a relic of Ford's Theater in Washington, D.C.). It has a wide, gable roof with corbelled bricks, brackets, and arched wood trim under the eaves. Each bay is articulated by brick pilasters and arched windows. The first floor is faced with rusticated stone and has an entrance with Neo-Classical details. ✓

#110 Main Street - a 3-story, 3-unit, brick structure built in the early 20th Century. It has a flat roof and a cornice ornamented with brackets and modillions. Windows have segmentally-arched, brick hoods. The first floor facade has aluminum storefronts and stone treatment. ✓

Hall of Record Building

MAJOR BIBLIOGRAPHICAL REFERENCES

See Continuation Sheet

10 GEOGRAPHICAL DATA

ADDRESS OF NOMINATED PROPERTY _____

QUADRANGLE NAME _____
CITY REFERENCES _____

QUADRANGLE SCALE _____

A	ZONE	EASTING	NORTHING
B	ZONE	EASTING	NORTHING
C	ZONE	EASTING	NORTHING
D	ZONE	EASTING	NORTHING
E	ZONE	EASTING	NORTHING
F	ZONE	EASTING	NORTHING
G	ZONE	EASTING	NORTHING
H	ZONE	EASTING	NORTHING

B	ZONE	EASTING	NORTHING
D	ZONE	EASTING	NORTHING
F	ZONE	EASTING	NORTHING
H	ZONE	EASTING	NORTHING

VERBAL BOUNDARY DESCRIPTION

See Continuation Sheet

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE	CODE	COUNTY	CODE

11 FORM PREPARED BY

NAME/TITLE

Bob Li

ORGANIZATION

Musial/Guerra, Planning Consultants

STREET NUMBER

125 Broad Street

CITY/TOWN

Elizabeth

Revisions by Terry Karschner,
Office of Historic Preservation

DATE

TELEPHONE

STATE

New Jersey

12 STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS:

NATIONAL _____

STATE XX

LOCAL _____

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-663), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth in the National Park Service.

Deputy

STATE HISTORIC PRESERVATION OFFICER SIGNATURE

TITLE

Deputy Commissioner, Dept. of Environmental Protection

DATE

2-27-80

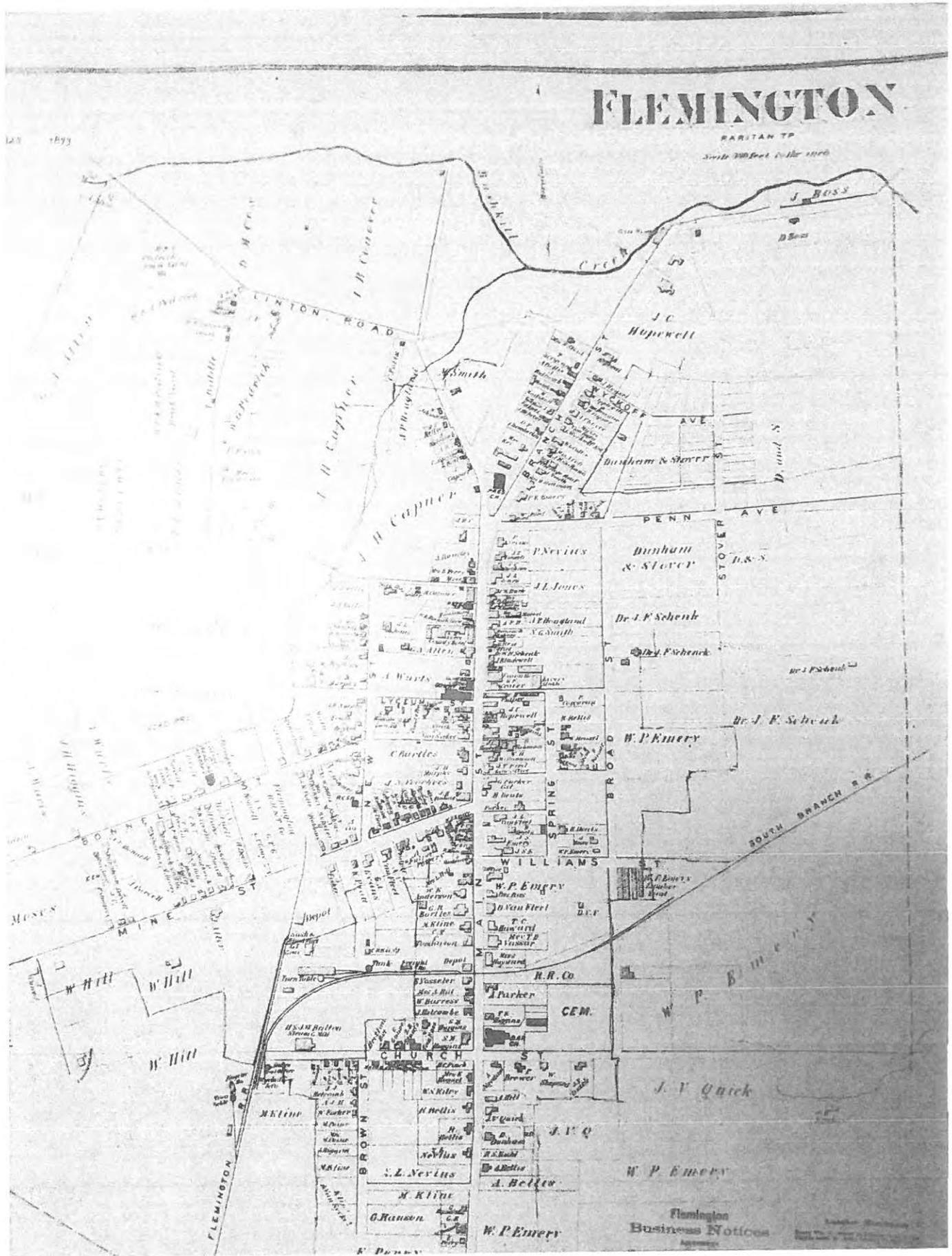
FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

DATE

DATE:

KEEPER OF THE NATIONAL REGISTER



Description of 90-100 Main St from Friends of Historic Flemington, annotations added

While we do not have a firm date, it seems likely that the Hunterdon County National Bank Building is the earliest of Flemington's grand Italianate commercial structures. Its bold and simple form and relatively simple detail place it closer to the 1860's than the 1880's. 50 Main – the Town Clock Building – dates from 1874; 76 Main – the Union Hotel – was built in 1877 & 1878; and the two-story County Hall of Records was built in 1870. The cornerstone on the Deats Building reads 1881, and 56 Main – the Flemington National Bank Building – was built much later, in 1897.

Tradition says that 90 Main Street was modeled on Ford's Theater in Washington D.C.; that building gained national infamy when President Lincoln was assassinated inside shortly after it opened in 1865. The similarity between the two buildings lies in their unusual rooflines; normally late nineteenth century Italianate buildings did not emphasize the slope of the roof; rather they were designed with bold horizontal cornices and relatively low sloped hipped roofs which cannot be seen clearly from below. Instead, this design features a boldly projecting and dramatically sloping cornice, which dominates the street below. The other similarity lies in the rhythm of the projecting brick pilasters across the front, which rise up to pairs of large scrolled brackets. Between the pilasters are segmental arched windows on the second floor, and taller semicircular arched windows on the third floor. The windows paired in the center bay, and slightly wider single windows in the two bays to each side. The arches have simple single brick hoods, with uncarved sandstone keystones. The tops of the pilasters are joined by a saw-toothed brick projection which follows the slope of the cornice. Above that, there is a wood dentil detail between the pairs of brackets. In the center, above the pair of windows, there is a large circular window into the attic. The original bulls-eye window had a lovely pattern of eight petals. The third-floor windows on Main Street had a pattern of two semicircular arches below a central full circle. Several of these still remain in place behind the plywood.

>>This is local mythology associating the Bank Building and the Ford's Theater that began in the 1961 in a historic site inventory form completed by a local person. A simple review of photos of the two building demonstrates that they share very little in the design of the façade.

The first floor was originally build of brick, with a series of large semicircular arched openings unrelated to the rhythm of the pilasters above. The whole first floor was rebuilt by the Bank sometime in the 1920's; the wood structure of the floor itself was replaced with a concrete floor, and the whole front facade was replaced with the current rectangular window openings, set into terracotta walls on a granite base.

Inside, the first floor has been extensively altered, the bank on the north side has a large safety deposit vault with an elaborate stainless steel circular door. Some of the original tin ceilings remain, at 13 feet above the floor, they are concealed high above lower, modern ceilings. The basement level has three more vaults, with functional but still handsome steel doors. A wide stair from the sidewalk now leads up to the second floor, which has a series of offices with wood floors and 10-foot-high plaster ceilings. From there, a narrow stair runs up to the third floor, now an abandoned set of large offices. When first built however, the third floor was apparently one huge room, 60 feet by 60 feet by 15 feet high, lit by tall windows on all four sides. Like similar rooms on the third floors of the Deats Building, or of 123 Main Street, this room must have been a social hall, a banquet hall or a meeting place of a fraternal order. The three-foot-tall plaster cove which distinguished this room still wraps around all four exterior walls, its upper and lower edges are marked by cast plaster decorative bands. On the Main Street side, there is a narrow wooden mezzanine, with a decorative wavy wood railing. To create the wide-open space of the hall, the attic was framed with three great timber trusses. The lower chords of these triangular trusses support the flat ceiling of the great hall, these chords are single hewn timbers, each over 60 feet long.

The first floor has been added onto, the extension to the south along Main Street occurred when the façade was remodeled, while the extension to the rear dates from the 1950's, when the banking hall was also rebuilt and the vault installed.

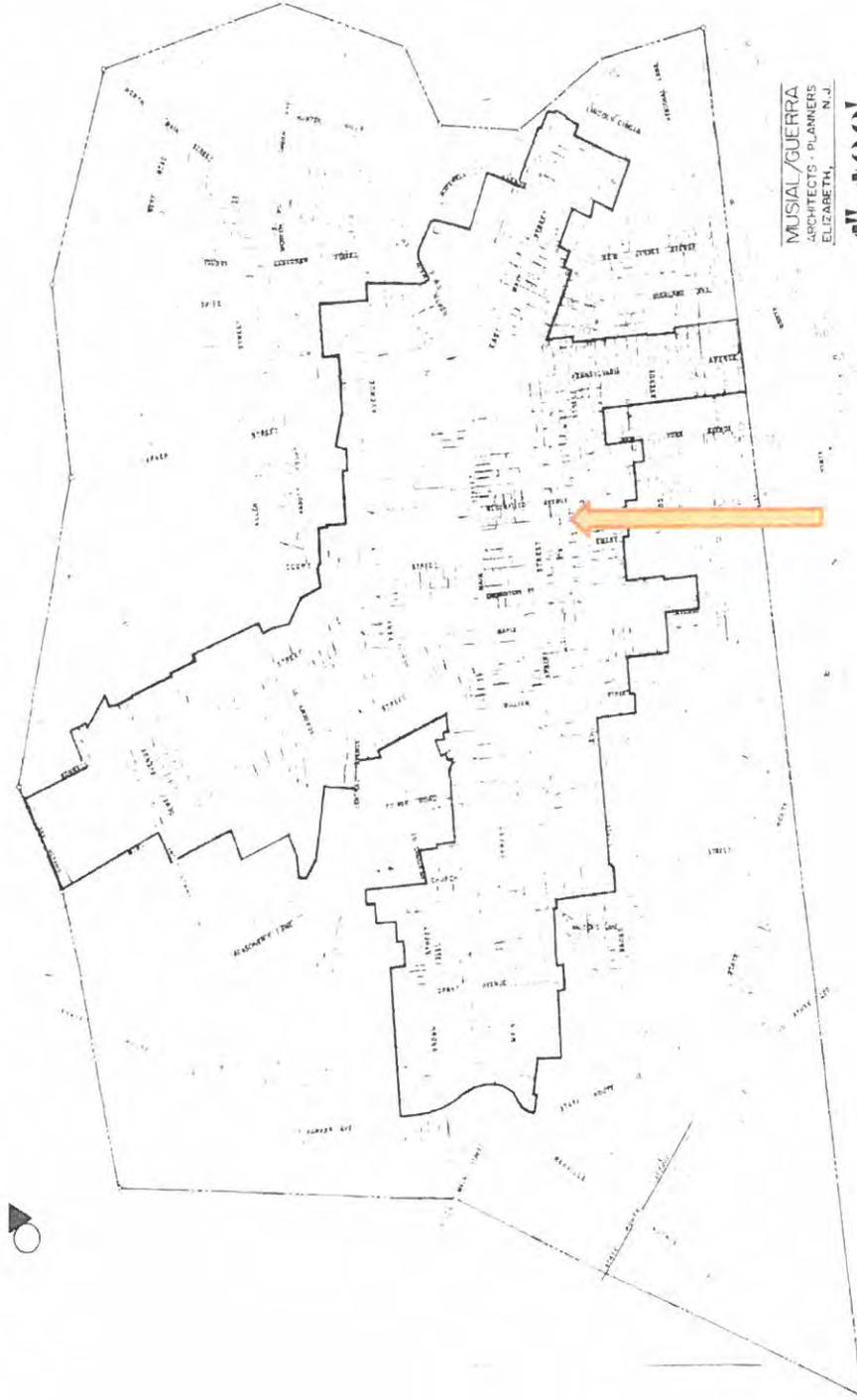


Fords Theater, Washington



It would appear they are very different designs, and lacking any historical documentation there is no evidence that the Bank building was designed to emulate Fords Theater

BOROUGH OF FLEMINGTON • HISTORIC DISTRICT



MUSIAL/GUERRA
ARCHITECTS - PLANNERS
ELIZABETH, N.J.

1'-400'

1124.11

Flemington

Hunterdon County

Hunterdon County National Bank

New Jersey Historic Sites Inventory

Category-NO.5 - Business
Rank in Category:- First

WORK SHEET

New Jersey Historical Sites Evaluation (NJHSE)

This sheet—to be filled out in triplicate—is designed for making notes from which a final inventory form may be typed. If the site is not a building, use as much of the sheet as is appropriate, and the remaining space for other details if needed. PLEASE FOLLOW "INSTRUCTIONS FOR USING WORK SHEET."

1. COUNTY	Hunterdon	MUNICIPALITY	Flemington	STREET NO. OR ROAD	90 Main St.
2. NAME	Hunterdon County National Bank of Flemington				
3. NUMBER ON COUNTY MAP	5-1-G-6				
4. A. ORIGINAL OWNER	Directors	PRESENT OWNER	Stockholders		
B. PERIOD OR DATE	1854	C. STYLE			
D. ARCHITECT		E. BUILDER			
E. ORIGINAL USE		F. PRESENT USE			
F. CONSTRUCTION		G. NUMBER OF STORIES		ACREAGE	
4. NOTABLE FEATURES (CONTINUE ON SEPARATE SHEET)	This is an historical citation of an institution rather than a building. John C. Hopewell built the building where the bank is housed at 90 Main St., patterning it after Ford's Theatre in Washington, D.C.				
5. HISTORICAL SIGNIFICANCE & DESCRIPTION (CONTINUE ON SEPARATE SHEET)	The Hunterdon County National Bank of Flemington started in 1854 as the Hunterdon Bank in the basement of the Large Mansion at 119 Main St. It is Hunterdon County's oldest and largest bank.				
6. PHYSICAL CONDITION	IN DANGER	FAIR CONDITION	REPAIRED	RESTORED	ALTERED
EXTERIOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERIOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. POSSIBLE USE					
8. NEIGHBORHOOD	ZONED	CLASS	CONDITION		
Business					
9. AVAILABLE FILES	MEASURED DRAWINGS	OLD PHOTOS	NEW PHOTOS	FIELD REPORTS	
	RESEARCH PAPERS	OTHER	Inclosed		
10. REFERENCES					
11. OPEN TO THE PUBLIC	During banking hours	FEE, IF ANY	CONTROL BY Directors		
12. NAME & OCCUPATION OF RECORDER	Edward R. Johnson, Chairman of the Hunterdon County Committee on Historic Structures.				
13. SIGNATURE OF ARCHITECT					
14. DATE OF THIS RECORD	February 15, 1961				

REFERENCES

Hunterdon County Democrat, Flemington, N.J. Issues of Dec. 1, 1960; January 12, 1961.

Serving Hunterdon One Hundred Years, 1854-1954. A picture story of our county and Hunterdon's first bank. Flemington, N.J.: The Hunterdon County National Bank, 1955. 98pp.

Schmidt, Hubert G. Rural Hunterdon. New Brunswick: Rutgers University Press, 1946. 331 pp.

Snell, James P., Compiler. History of Hunterdon and Somerset Counties, N.J. Philadelphia: Everts and Peck, 1881. 364 pp.

ORIGIN OF OLDEST BANK

Hunterdon County's oldest and largest bank began business on May 30, 1854, in a basement room of the historic Reading Mansion at 119 South Main Street, Flemington, N.J. The house itself is an imposing frame built in the late forties in the neo-classic style with six massive Ionic columns across the front. It has been carefully maintained and in 1941 was named a national historic shrine. Edwin K. Large is the present owner of the mansion and a director of the bank, now a block north and across the street.

After a number of years in the mansion, the bank moved to a brick building at 57 Main St., now known as the Allen building. John C. Hopewell, long president of the bank, built the present Hunterdon County Bank Building across from the County Court House in 1870. It was patterned after the Ford's Theatre in Washington, D.C., where Lincoln was shot. The bank moved to this building during the Hopewell Presidency. As a memento of the old days the first bank vault is still preserved intact in the bank's original home. The masonry vault was secured by a curious device, "an iron bar which was released from a secret trap-door in the floor of the room above."

The Hunterdon Bank was organized under the general banking law of New Jersey with a capital of \$100,000. Isaac G. Farlee was elected first president and William Emery, cashier. By 1860 the bank's assets had grown to \$231,851.83 and Charles Bartles had become president. On February 14, 1865 under the National Banking Act of 1864 a Federal charter enabled the assets of the bank to be transferred to the new Hunterdon County National Bank of Flemington, a name it has retained since that time.

Snell, page 335, gives this account of the opening of Hunterdon's first permanent bank:

" 'The Hunterdon County National Bank of Flemington' is the successor or outgrowth of the old 'Hunterdon County Bank,' organized in 1854, under the general banking laws of the State. Subsequently it received a special charter from the State Legislature, and was thus continued until May, 1865, when it was converted into a national bank. Isaac G. Farlee was its first president, in 1854; his successor was George A. Allen, followed in 1858 by Charles Bartles, who now (1881) fills the position. The cashiers have been William Emery, Charles

Tomlinson, C. C. Dunham, and, since 1876, John B. Hopewell. The tellers were successively J. T. Conover, C. C. Dunham, and J. T. Connet.

"The present board of directors [1881] are Charles Bartles, John C. Hopewell (vice-president), William P. Emery, Judiah Higgins, Runkle Rea, Peter S. Dalley, Avery Parker, Joseph H. Higgins, Peter P. Quick, John W. Priestly, Andrew VanSyckle, William R. Risler, and David VanFleet.

"It has a capital stock, paid in, of \$200,000."

But the Hunterdon Bank was not the first attempt at establishing a bank in the county. The year before it opened there had been efforts to organize two others, the Tradesmen's Bank and the Bank of North America; but neither probably got into full operation. In the early days of the century financing in the county was more difficult. There were banks in Newark and Trenton as well as others in New York and Philadelphia. Bank notes were easily counterfeited. For all but the largest transactions business was a matter of barter or debit and credit on the books of the local business houses. Hard money was in short supply.

An attempt to fill the need was made beginning in 1825 by the New Hope-Delaware Bridge Company chartered by both New Jersey and Pennsylvania with the privilege of engaging in banking at the New Hope end of the bridge. At times, its notes were worthless. Its spotty career ended after the bridge was washed down in the flood of 1841. The company forfeited its banking rights in 1855.

While Hunterdon Bank was the first permanent bank two others were soon chartered and opened in 1856, The Union Bank of Frenchtown, and the Clinton Bank, both with \$100,000 capital. Both became national banks after 1865. The Lambertville National Bank was originally chartered as a State bank under the general law of New Jersey on June 20, 1858. The second bank in Flemington was organized in 1876 as the Flemington National Bank. Snell's history, page 335-6, tells of this second Flemington bank:

" 'The Flemington National Bank' was organized April 27, 1876 with a capital stock of \$100,000, and with the following officers and management: President, Peter E. Emery; Vice-President, John L. Jones; Cashier, C. C. Dunham; Attorney, J. N. Voorhees; Directors, C. C. Dunham, Miller Kline, Moses H. Everitt, John Shields, Edward P. Conkling, John N. Voorhees, William Richards, Jr., Hiram Deats, Peter E. Emery, John L. Jones, Thomas B. Fidler, Texas L. Nevius, and Peter I. Nevius.....

"The bank is located [1881] in the Rea building on Main St."

Hubert G. Schmidt in Rural Hunterdon (page 209) tells of the poor banking performance of the New Hope-Delaware Bridge Company and then of the successful banks that followed:

"Except for this one unhappy experience Hunterdon County was without banks until the early 1850's. The Hunterdon Bank of Flemington, organized by Isaac G. Farlee and other prominent citizens of the town, was in operation by 1854. Banks started at Frenchtown, Lambertville, and Clinton in short order."

History of the Oldest Bank

The Hunterdon County National Bank of Flemington and its fore-runner, the Hunterdon Bank, have served the Borough of Flemington and surrounding area continuously from the first years. The growth of the bank has paralleled and contributed intimately to the growth of the community. At first the public apathy and suspicion of the banks, based partly on the sad experiences of the past, had to be overcome. The merchantile credit and exchange, and the "cash and produce" systems of business dealings gave way to new transaction methods. As people placed their funds in the bank's safe keeping, the bank was able to use them helping to finance all types of old and new community and private ventures.

Dating from the time of the opening of banks within the county, the rapid growth of the business and economic life began. Growth slowed somewhat during war and depression years but never stopped. With the growth of the bank there has been an increase in the number and kinds of services offered its patrons:-saving and checking accounts, time deposits, loans, as a repository, and in other ways. While the bank has been interested in an increasing industrial development, the county has been and remains an agricultural county. One of its greatest services has been to farmers. In recent years an Agricultural Department has been set up within the bank with a former and successful county agricultural agent at its head. The bank has also benefited greatly by many New Jersey Corporations that have moved their statutory offices to Flemington.

Outreach of the bank's services was somewhat limited in the early horse-and-buggy days; although, because of its county-seat location, it got much outlying business. Railroads and improved highways changed matters somewhat. Beginning with the Whitehouse Station branch in 1947 the bank has established banking offices in four outlying county centers, the three other branches being in order of opening High Bridge, Lambertville, and Frenchtown. It is truly a county bank. Hunterdon County's oldest bank is also by far its largest. It is also first in the county not only in total assests but in a number of other ways. Its position among the eight banks within the county is shown in a table showing an analysis of condition as of Oct. 3, 1960. This was published in the Dec. 1, 1960 issue of the Hunterdon County Democrat. The table shows the Hunterdon County National Bank to be first in total

deposits; demand deposits; State, County and Municipal deposits; U. S. Government deposits; time deposits; loans and discounts; U. S. Government Bonds; other bonds and stocks; common stock; surplus, and undivided profits. The total resources of the eight banks are as follows: (1) Hunterdon County National Bank, \$31,154,247.23; (2) Flemington National Bank, \$12,474,533.05; (3) Clinton National Bank, \$11,217,677.20; (4) First National, Milford, \$8,992,123.15; (5) Lambertville National, \$5,018,795.75; (6) Hunterdon County Trust Co., Califon, \$4,470,646.44; (7) First National, Clinton, \$3,238,287.08; (8) Citizen's National, Bloomsbury, \$2,973,348.26.

The Hunterdon County National Bank observed the centennial of its founding in 1954 by publishing an attractive 98 page booklet compiled by D. H. Moreau which gave a brief illustrated history of its first hundred years. This filled but eleven pages of the book, the remainder of which was devoted to a pictorial history of the county with which it has been so closely identified. It is a most readable and valuable report. In the short history of the bank, the highlights and human interest features of its life are given. A table shows that its greatest growth has occurred in the last forty years. This can be shown here by listing the years and total assets for certain years of that period copied from the table in the history:- 1920, \$2,155,608; 1930, \$4,188,890; 1940, \$4,664,075; 1950, \$15,592,952; and the centennial year, 1954, \$18,591,707.

The present directors and officers of the bank are as follows:- Directors - D. H. Moreau, Chairman of the Board; Edwin K. Large, Jr., Vice Chairman of the Board; Frank W. Bohren, Philip J. Faherty, Jr., Floyd R. Hoffman, Wm. J. Kinnamon, Edwin K. Large, Sr.; Officers - Wm. J. Kinnamon, President; C. W. Fouts, Executive Vice President; Harry M. Roberts, Vice President; John L. Gilheany, Cashier; R. L. Berger, Assistant Vice President; Robert F. Hagan, Assistant Cashier; Paul C. Sauerland, Jr., Assistant Cashier; Agricultural Department, Dwight M. Babbitt, Vice President. In addition to these, each of the four branch offices at High Bridge, Frenchtown, Lambertville, and Whitehouse has its officers and staff. A financial statement of the bank is attached.

Edward R. Johnson,
Chairman, Committee on Historic
Sites and Structures for Hunter-
don County.

THE HUNTERDON COUNTY NATIONAL BANK

Offices At

Flemington, N.J.

Frenchtown, N.J. High Bridge, N.J.

Lambertville, N.J. Whitehouse, N.J.

Established 1854

STATEMENT OF CONDITION

DECEMBER 31, 1960

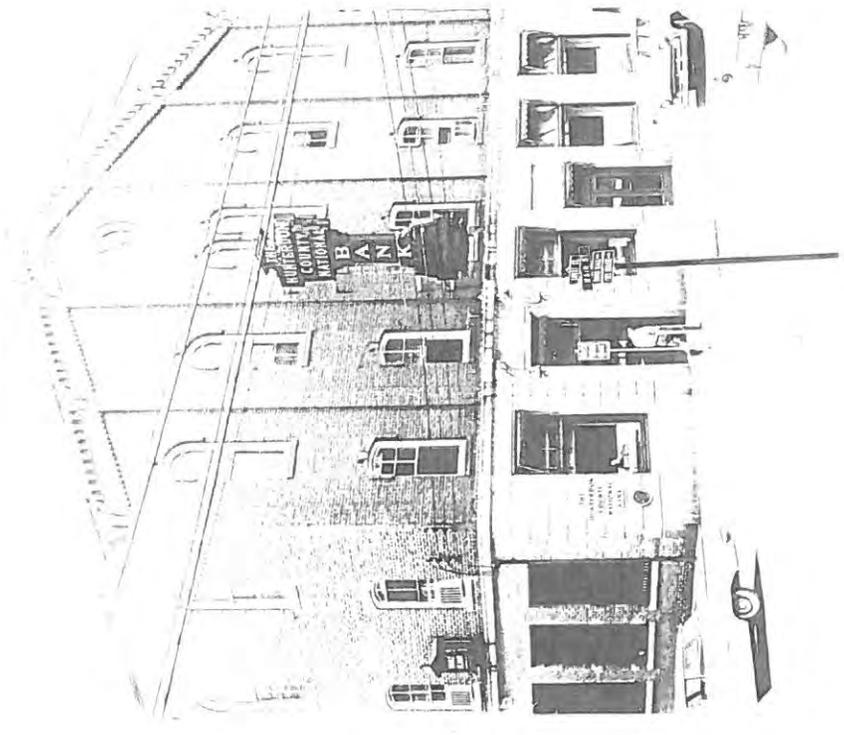
RESOURCES

Cash and Due from Banks.....	\$ 3,248,748.54
U. S. Government Securities.....	8,767,282.79
Securities Guaranteed by U. S. Gov't.....	1,070,699.67
State and Municipal Securities.....	1,772,896.65
Loans and Discounts.....	16,418,334.20
Federal Reserve Bank Stock.....	65,000.00
Banking Houses and Fixtures.....	406,538.26
Other Assets.....	29,289.39
	<hr/>
	\$31,778,740.45

LIABILITIES

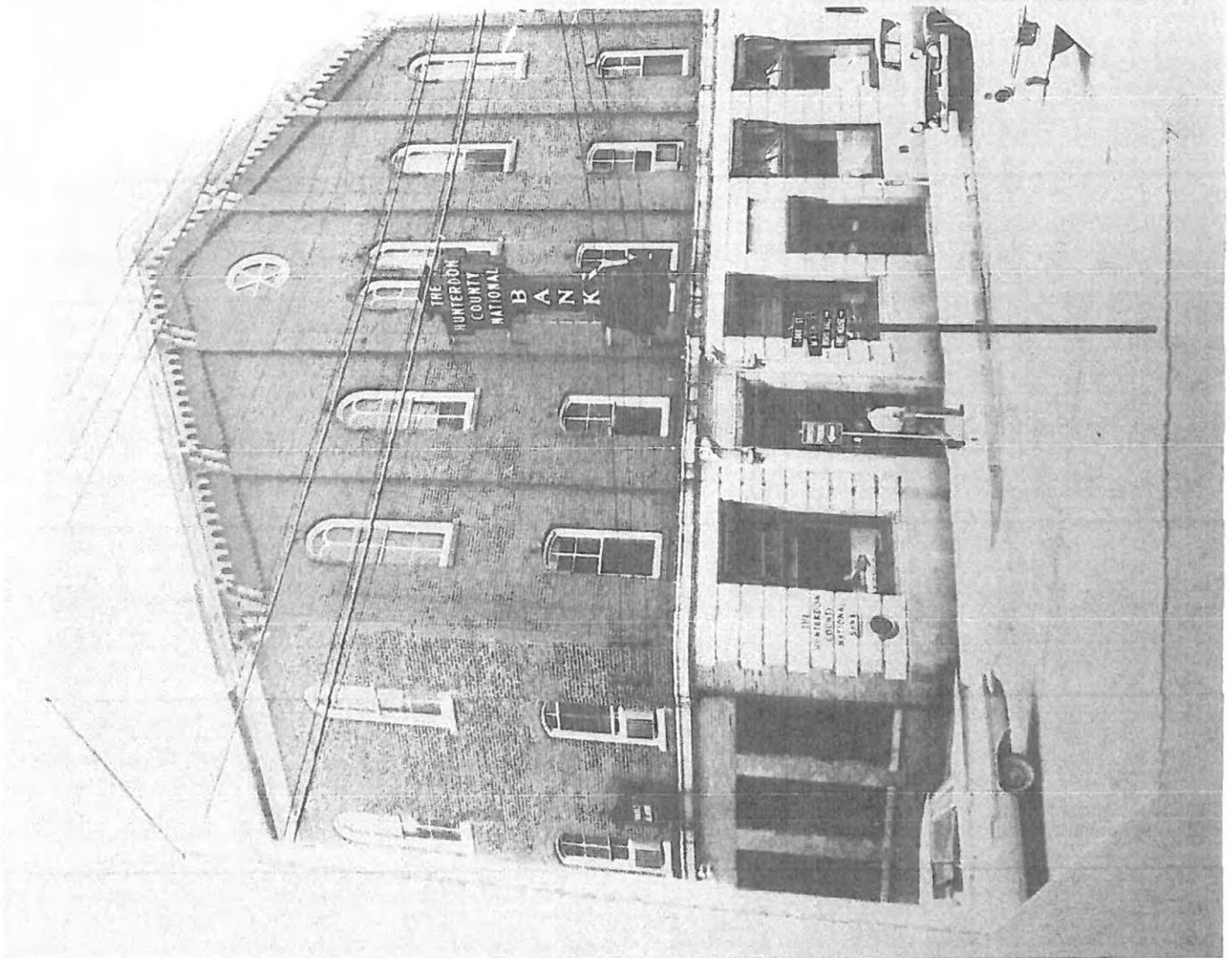
Capital.....	\$ 682,000.00
Surplus.....	1,484,000.00
Undivided Profits.....	<u>332,029.54</u>
	\$ 2,498,029.54
Demand Deposits.....	9,322,158.45
U. S. Government Deposits.....	384,762.56
Time Deposits.....	19,438,754.87
Other Liabilities.....	<u>135,035.08</u>
	\$31,778,740.48

Waterford County National Bank
Main St.
Waterford
Waterford County
New Jersey



Main St.
Flemington
Hunterdon County
New Jersey

11.24.11



Attachment C.1.
Letter from Mayor Greiner
(copied directly from the Borough of Flemington website)

Should We Use Redevelopment to Stop the Slide?

Over 450 people attended our August 22 council meeting to hear a presentation about the proposed redevelopment of the hotel area, and everyone is talking about its pros and cons. Some wonder why we would consider such a large project at all; others say that after 20 years of economic decline, they will throw in the towel if we let this opportunity slip away. Such debate is a hallmark of democracy. The process can seem long and a bit messy at times. In the end, though, it is necessary to let everyone have their say and see what can be worked out for the town's best interest. Note that I said the town's interest, not the buildings' interest. The two are not necessarily the same.

The first question to ask is do we need any redevelopment? Are things pretty much OK as they are? Are they trending in the right or wrong direction, or are they just staying flat? To answer those questions, I start by noting that, in going door-to-door during election campaigns going back to 2010, the number one concern by a wide margin is "what about Main Street?". People want to see more life downtown, and that situation has not gotten better. As nice as the events and the beer garden are, they do not change the fundamental structure of the business environment.

For a more quantitative approach, let's look at property values. The value of all the real estate in the borough peaked in 2008 at \$539,740,569, before the national housing crash. It hit bottom in 2013 at \$430,123,155 (down 20%). Since 2013, real estate has recovered only 4% in three years, well below the recovery of most towns in the area. Since 2008, businesses have paid just over half (51-54%) of the annual tax levy, and residences pick up the rest (45-49%), with a few vacant properties making up the difference. Since 2010, though, businesses have been in decline, so their share has been edging down to 51% and residences have been edging up to 49%. Flemington's poor business economy means that residences are carrying more and more of the tax load that businesses used to carry. In addition, Flemington has the lowest median income of the county's 26 municipalities, and the county itself is in somewhat of a decline in terms of aging and declining population and vacant office space.

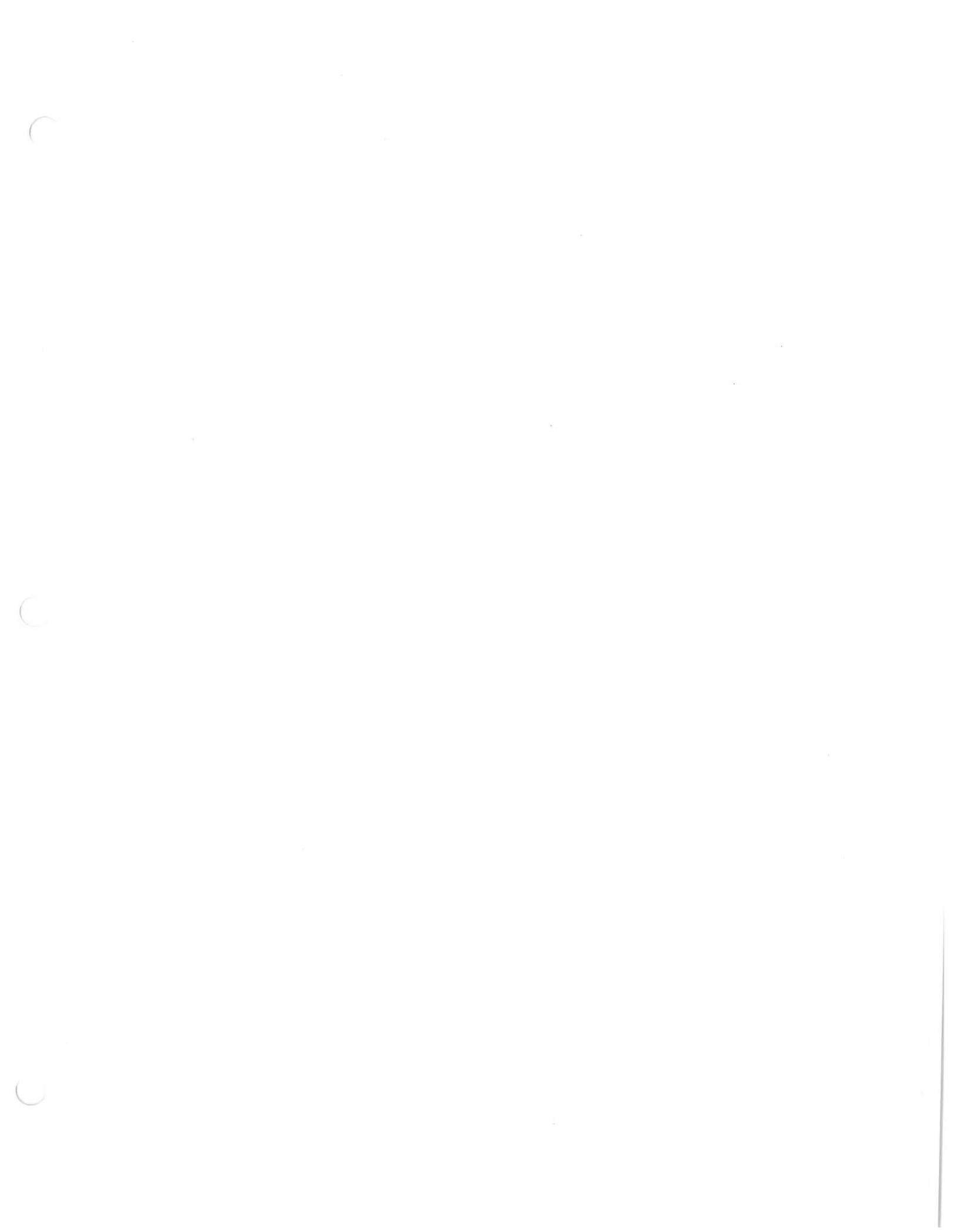
Taking all this together, does it look like things are OK, or does it look like something needs to change? The answer seems obvious: Flemington needs a real shot in the arm to get going again. If we pass up the current opportunity and wait for the theoretically-ideal "organic" growth to occur, it probably will happen – eventually. The problem is that no one knows when or how or who will start it. And things may well have to get worse before they get better: real estate values could eventually decline so much that our properties become easy to acquire and rebuild. Who knows how long that could take?

If we seek out a redeveloper with the requirement that the four Main Street buildings must remain in place, we may get a response or we may well get no response. In the meantime, we probably lose our current opportunity, because no developer is likely to spend hundreds of thousands of dollars to get this far, then sit on the sidelines for six months while the town looks for a better deal elsewhere. Would another developer want to do business with a town that treats its redeveloper like that?

And so we come back to the current opportunity: an integrated solution with a liquor license back on Main Street, restaurants, housing, retail, parking, a Union Hotel with people who stay in it, and the first higher education institution anywhere in Hunterdon County. Plus a significant boost in revenue through a negotiated tax payment far in excess of what we currently get for the affected properties.

No opportunity comes without some risk. We can always do nothing, wait, and hope. We can rev ourselves up with phrases like "together we can do anything". Or we can actually do something! The

opportunity is here for the taking. To take it, though, we must recognize that buildings are not our history, even though some of them are reminders of our history. To love our town, we must love it more than its buildings.



Resolution Hunterdon County Board of Chosen Freeholders Expression of Support

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION

SUPPORT FOR MAIN STREET FLEMINGTON REDEVELOPMENT KNOWN AS COURTHOUSE SQUARE

WHEREAS, in December 2014, Hunterdon County completed and adopted its first economic development plan, the Comprehensive Economic Development Strategy (CEDS); and

WHEREAS, throughout the public planning process, Hunterdon County's economic and demographic trends were researched, reviewed and evaluated to create a strategy for the County's economic future; and

WHEREAS, members of the Hunterdon County Board of Chosen Freeholders continue to invest time and energy to ensure economic sustainability; and

WHEREAS, the Hunterdon County Board of Chosen Freeholders encourage responsible redevelopment and investment in our downtown centers while retaining its rural character and

WHEREAS, Hunterdon County demonstrated its commitment to targeted economic development by creating an Economic Development Division and hiring its Director; and

WHEREAS, Main Street Flemington redevelopment, known as the Courthouse Square Project, addresses many economic development objectives and supports long term economic viability for Hunterdon County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Hunterdon does hereby acknowledge the Main Street Flemington redevelopment plan, known as the Courthouse Square Project, supports and promotes economic sustainability; and

BE IT FURTHER RESOLVED, that the Hunterdon County Board of Chosen Freeholders does hereby endorse the Main Street Flemington redevelopment plan, known as the Courthouse Square Project.

RESOLVED	BY	FORWARDED	DATE	APPROVED	DATE
MAJ. JAMES DOOLAN					
MAJ. BOB DOOLAN					
MAJ. JAMES DOOLAN					
MAJ. BOB DOOLAN					
MAJ. JAMES DOOLAN					
MAJ. BOB DOOLAN					

ADOPTED February 21, 2017



Denise B. Doolan, CLERK

Hunterdon County Board of Chosen Freeholders

“This remarkable project could well be the jewel of Hunterdon County. It has the potential to be the much needed change capable of returning Flemington to its former viable center of community and commerce. Providing higher education in the County seat offers lifelong learning as a critical benefit to our citizens. I applaud Mr. Cust's creativity and his intent to serve Flemington and Hunterdon County. I encourage the residents of Flemington to join me in embracing this exciting development to ensure a great future for all of us.”

Suzanne Lagay, Director

Hunterdon County Chamber of Commerce

Business News



February 2017

Volume 41, No. 2

Hunterdon County Chamber of Commerce Announces Support for Redevelopment Project for the County Seat

In December, the Hunterdon County Chamber of Commerce Board of Directors publicly announced its support for the Redevelopment Project proposed by developer Jack Cust for the Borough of Flemington. The Chamber indicated that its mission which is, "to advance an economic climate that advances growth, prosperity and the quality of life for all who live, work and visit Hunterdon County," aligns with the vision that has been put forward for the Borough of Flemington with this current plan.

The Chamber's sister organization, the Hunterdon County Chamber of Commerce Foundation, now owns the Large House a historic 1847 property in the downtown very close to the redevelopment site. The Foundation has demonstrated a strong and dedicated commitment to historic preservation of its historic property. The Chamber has indicated that it looks forward to the continued interest of the developer and public officials in preserving the unique nature of the downtown of which the Large House and the Chamber Foundation is a key part. The Chamber believes that the current plan and the historic nature of the downtown can complement each other in a manner that breaks commerce, provides employment, and maintains what is unique about the downtown.



The Chamber noted that the jobs that will be created by the project and the impact of the plan to encourage economic growth are two key benefits of the plan. The Chamber indicated that, in addition to, understand, and respect the views of its friends who have expressed concerns about the plan. The Chamber has noted that it is important that public officials will see a thorough and

complete evaluation of the redevelopment plan as they seek to ensure that it works to ensure that the project is environmentally and other concerns are appropriately addressed.

The Chamber said that it looks forward to working with local officials and the developer to assist in the redevelopment area (city) business as the project is underway and to helping these businesses continue thriving when the project is completed. The Chamber plans to advocate for completion of this important project and assist in educating the public about the economic and social benefits of the project in Hunterdon and Hunterdon County.

Cust presented his plan for "The Stagecoach at Flemington," an idea for revitalization of Main Street in a town of over 100 people on February 22, 2016. Press reports indicate the audience was very appreciative of the plan.

The project aims to attract people to Main Street to work, live, and shop, and includes plans for more than 200 new condos, a 100-room hotel, parking for over 900 cars, a pedestrian plaza with shops and restaurants, and 100,000 sq ft for other a college campus or theater. While some are opposed to taking down the John Hotel as well as two other buildings as included in the plans, the Chamber has noted that no viable alternative plan or funding source has been presented.

The Chamber expressed concern about the potential opportunity and economic revitalization of the site should the plan not move forward.



Hunterdon Healthcare

“Hunterdon Medical Center opened our doors over 60 years ago to a community that was predominantly farmland. We have seen many changes over the years including the entry and exit of many services. As we continue to grow and change, Hunterdon Healthcare is supportive of the revitalization plan for Flemington Borough.

“We recognize the importance of bringing in new business and energizing the center of Flemington while maintaining the character and history of Main Street. There is tremendous value in being part of this transition and in continuing to build our community. Hunterdon Healthcare is committed to providing needed services for our residents, like our newly-opened urgent care center on Church Street.

“We see great opportunity in being part of Mr. Cust's Town Plaza revitalization plan and furthering our mission to improve the health of Flemington's residents and those in the surrounding communities.”

Bob Wise, President & CEO

Roger Brooks International

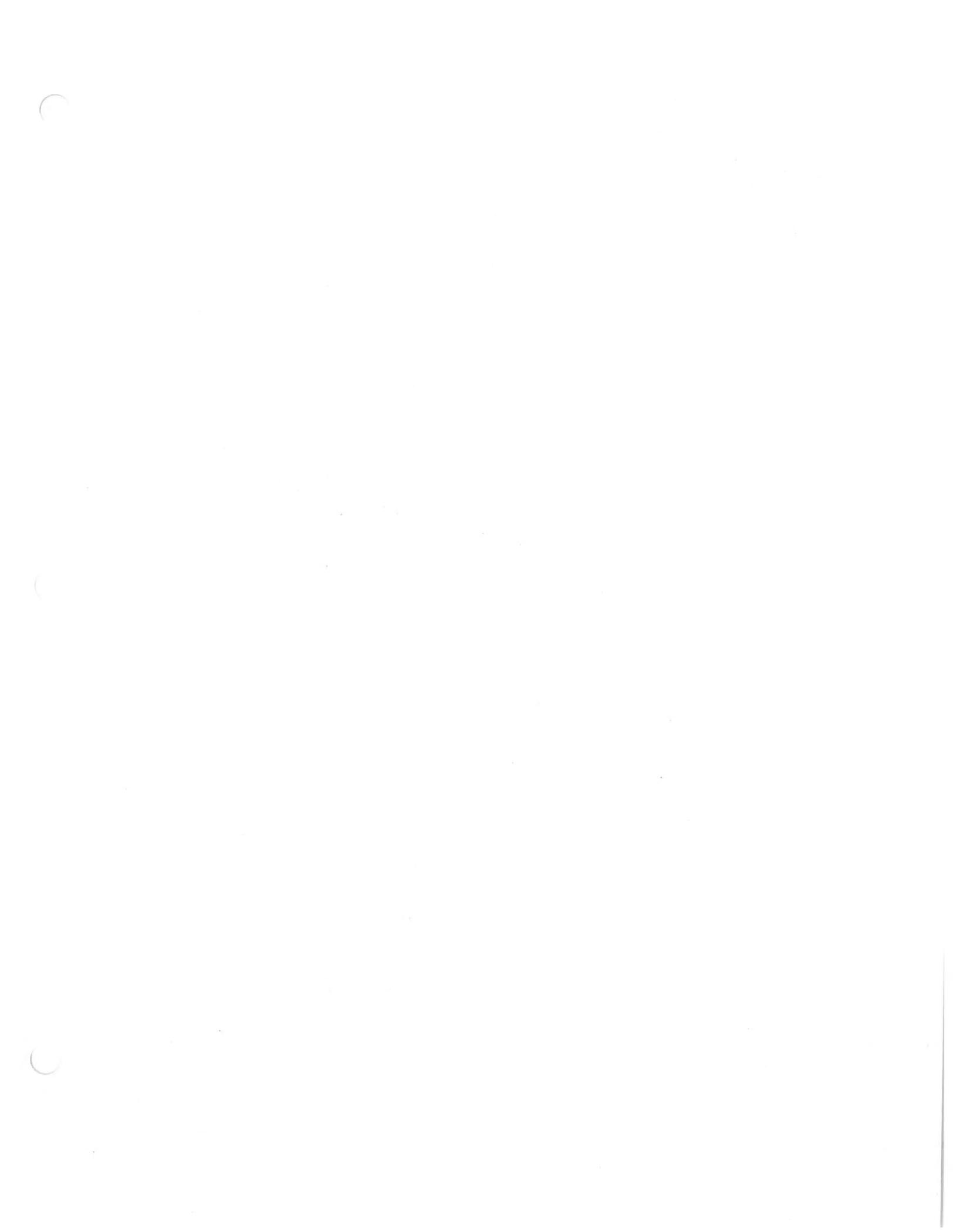
“We are in full support of the plan presented by Mr. Jack Cust, which will create an amazing catalyst for Flemington’s rebranding and redevelopment efforts. Combining this with higher education facilities, a year round public market, and programmed plaza, Flemington will quickly become the showcase downtown that the local residents, their visitors, and new visitors will fall in love with.”

Roger Brooks, President & CEO

Flemington Furs

"It's time. If Flemington's going to have a future, it has to change, and we need to embrace this change. Jack Cust and his team have developed a plan that ensures a better quality of life and makes Flemington an important destination once again."

Bob Benjamin, Flemington Furs



Architectural Drawings

for
DEP/SHPO Approval

Project # 15077201

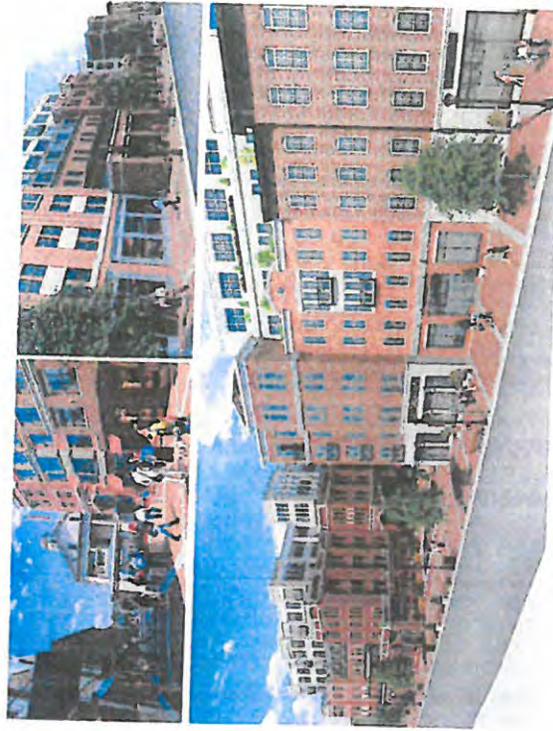
COURTHOUSE PLAZA

Town of Flemington, Hunterdon County
New Jersey

March 20, 2017

PREPARED FOR:
Spartan Investments LLC
5 Bariles Corner Road
Flemington, New Jersey

PREPARED BY:
ARCHITECT:
Minno & Wasko Architects & Planners
80 Lambert Lane - Suite 105
Lambertville, NJ 08530
MINNO & WASKO



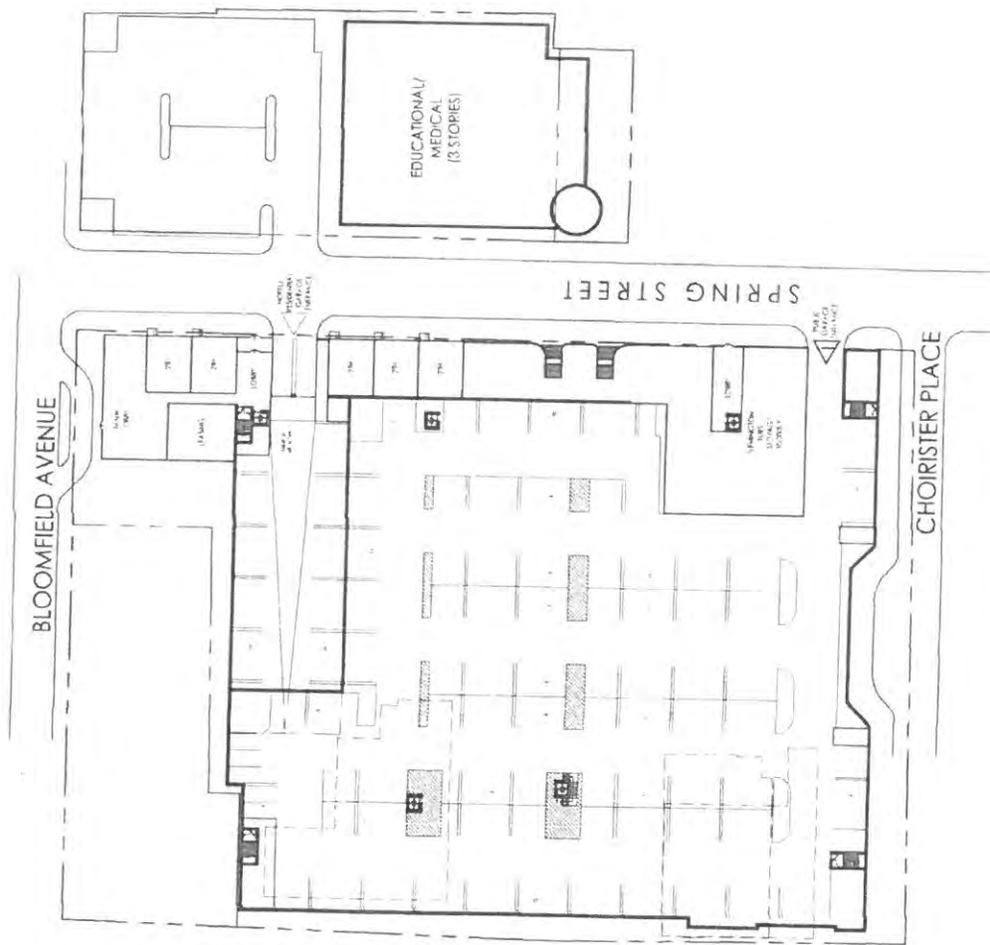
Drawing List

Architectural Drawings:

- Cover
- A-1 Spring Street Level
- A-2 Main Street Plaza Level
- A-3 Levels 2 and 3
- A-4 Levels 4 and 5
- A-5 Levels 6 and 7
- A-6 Elevations
- A-7 Elevations
- A-8 Elevations

Project Statistics

Parking Provided	830 Spaces
Poolum Garage	212 Sp
Vertical Garage	576 Sp
Surface	42 Sp
D.U.	248 DU
Hotel	100 Keys
Educational Medical	45,000 s.f.
Retail	48,900 s.f.
Building 1	36,400 s.f.
Building 2	12,300 s.f.
2,600 S.F. Amenity	



PLAN NORTH

A-1

Scale 1/8" = 1'-0"
 BUILDING PLANS
 DATE: 2017.03.20

SPARTAN INVESTMENTS

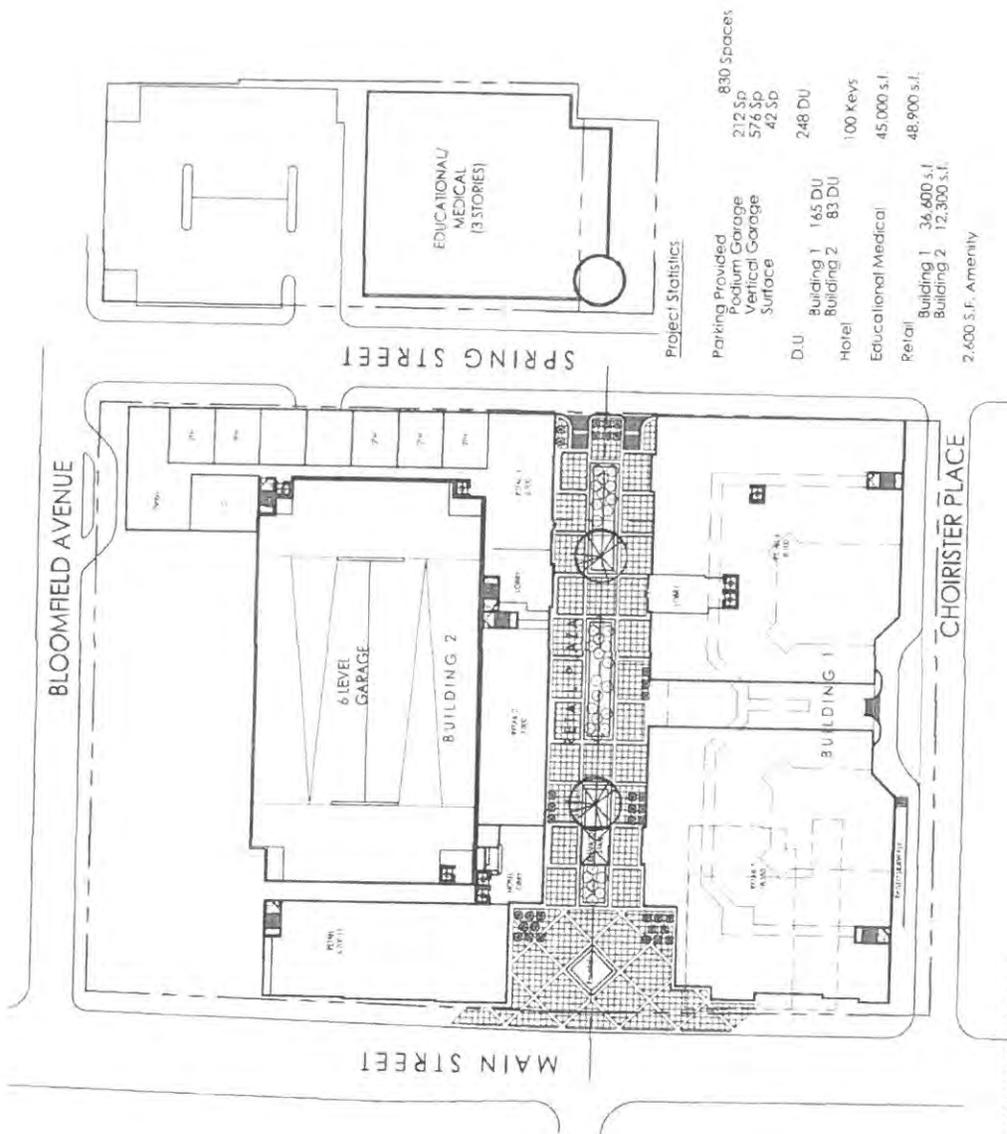
COURTHOUSE PLAZA

FLEMINGTON, New Jersey

©2017 Minno Wasko Architects and Planners

SPRING STREET LEVEL
 0' = 1" = 0

MINNO WASKO
 ARCHITECTS AND PLANNERS
 25 LAUREL DRIVE SUITE 100 LAURELVILLE, NEW JERSEY 08852
 WWW.MINNOWASKO.COM



SPRING STREET

BLOOMFIELD AVENUE

MAIN STREET

CHOIRISTER PLACE

MAIN STREET PLAZA LEVEL
DATE: 11.17.20

Project Statistics

Parking Provided	830 Spaces
Podium Garage	212 SP
Vertical Garage	576 SP
Surface	42 SP
D.U.	248 DU
Hotel	100 Keys
Educational Medical	45,000 s.f.
Retail	48,900 s.f.
	2,600 S.F. Amenity

EDUCATIONAL/ MEDICAL (3 STORIES)



MINNO WASKO

A-2

BUILDING PLANS
DATE: 10.19.20

COURTHOUSE PLAZA

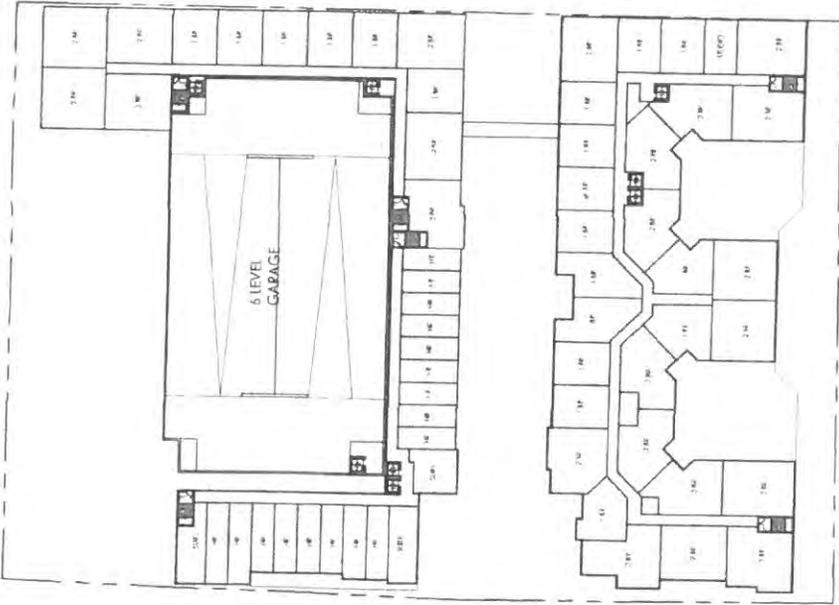
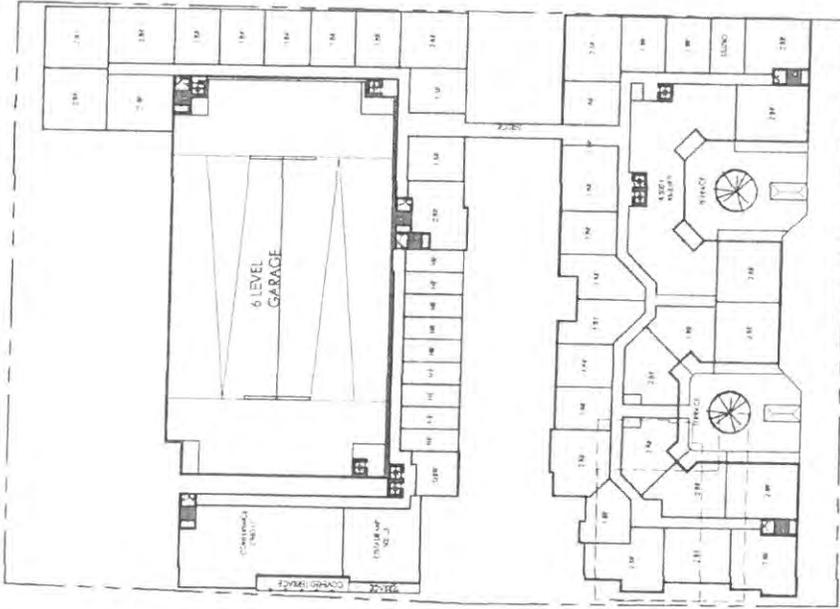
FLEMINGTON, NEW JERSEY

COURTNEY WASKO & WATSON ARCHITECTS AND PLANNERS

SPARTAN INVESTMENTS

MINNO WASKO
ARCHITECTS AND PLANNERS

85 PARKER LANE SUITE 100 LAWRENCEVILLE, NEW JERSEY 07030 | WWW.MINNOWASKO.COM



A-3

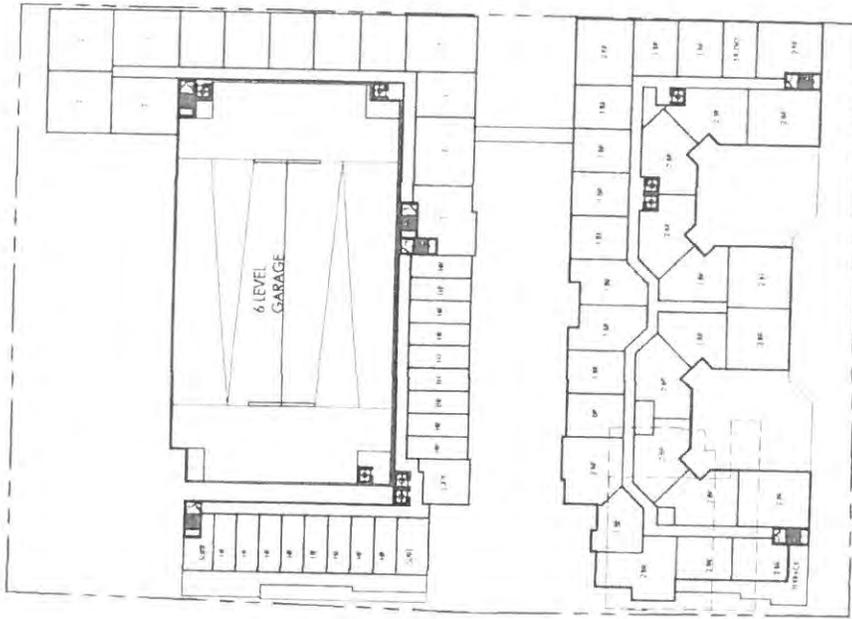
BUILDING PLANS
DATE: 10/18/07

COURTHOUSE PLAZA
FLEMINGTON, New Jersey

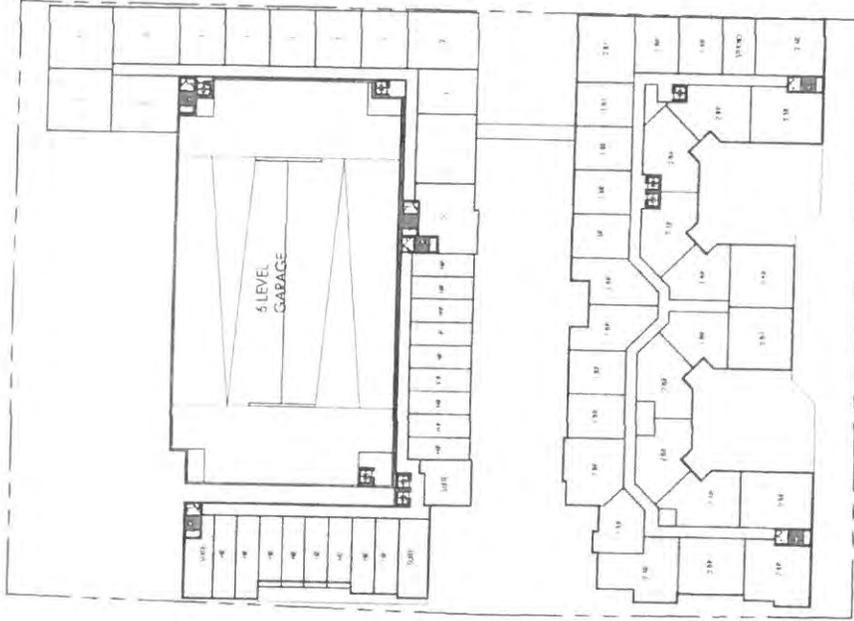
CONCEPT DESIGN & ARCHITECTURE AND PLANNING

SPARTAN INVESTMENTS

MINNO WASKO
ARCHITECTS AND PLANNERS
100 LAUREL CREEK DRIVE, SUITE 100, LAMBERTVILLE, NEW JERSEY 07842
609.398.1100 | WWW.MINNOWASKO.COM



FIFTH FLOOR
SCALE 1/8" = 1'-0"



FOURTH FLOOR
SCALE 1/8" = 1'-0"



PLANNERS

A-4

UPPER LEVEL BUILDING PLANS
DATE: 2012.03.20

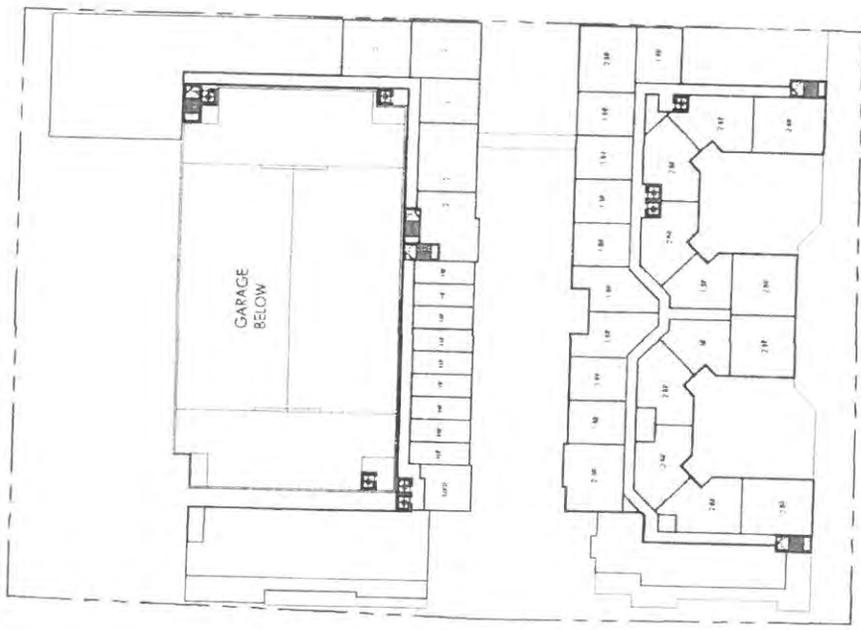
SPARTANI INVESTMENTS

COURTHOUSE PLAZA
FLEMINGTON, New Jersey

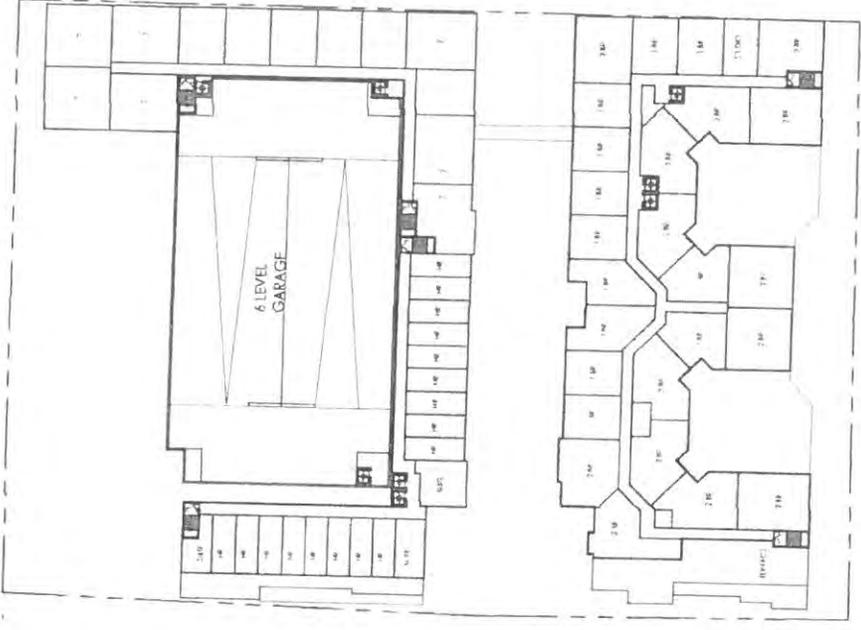
COURT REPORT BY SPARTANI INVESTMENTS

MINNO WASKO
ARCHITECTS AND PLANNERS

RELIANCE LANE, SUITE 100, LAUREL VILLE, NEW JERSEY 07038
MINNO@WASKO.COM



SEVENTH FLOOR
SCALE 1" = 30'



SIXTH FLOOR
SCALE 1" = 30'



A-5

BUILDING PLANS
DATE: 2017.07.01

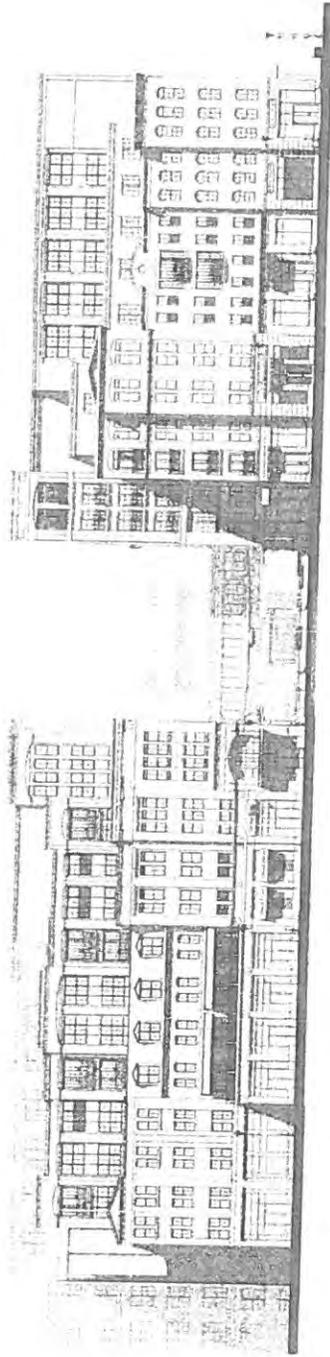
SPARTAN INVESTMENTS

COURTHOUSE PLAZA

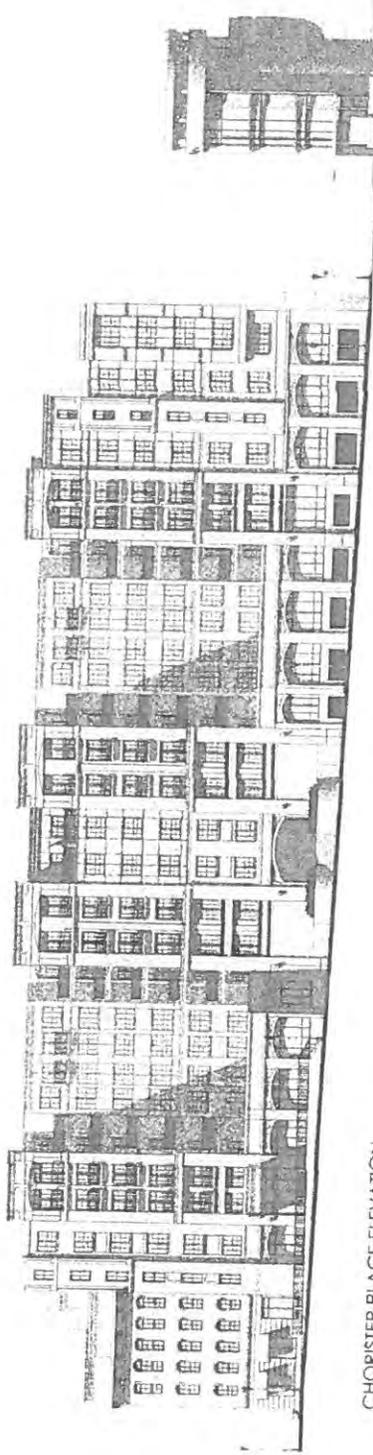
FLEMINGTON, NEW JERSEY

CONCEPTING & DESIGN | ARCHITECT AND PLANNER

MINNO WASKO
ARCHITECTS AND PLANNERS
100 MARKET STREET, SUITE 100, FLEMINGTON, NEW JERSEY 08822
MINNOWASKO.COM



MAIN STREET ELEVATION
SCALE: 1/8"=1'-0"



CHORISTER PLACE ELEVATION
SCALE: 1/8"=1'-0"

A-6

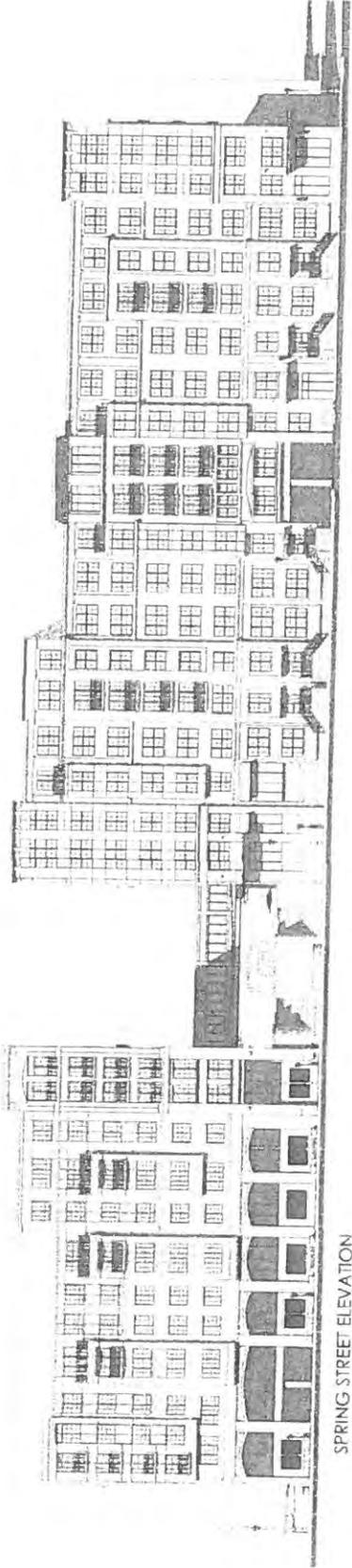
BUILDING ELEVATIONS
DATE: 07/14/20

COURTHOUSE PLAZA
FLEMINGTON, NEW JERSEY

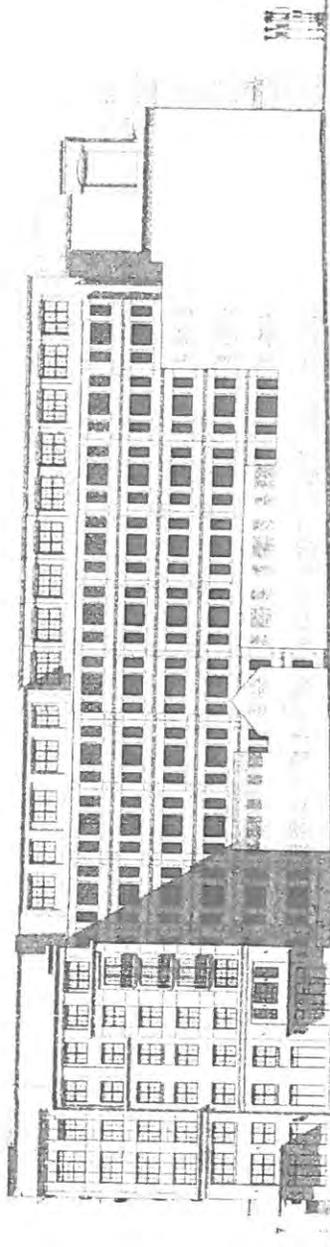
COURTNEY STANCO & WASKO ARCHITECTS AND PLANNERS

SPARTAN INVESTMENTS

MINNO  WASKO
ARCHITECTS AND PLANNERS
101 LAUREL HILL DRIVE, SUITE 100, JARVISVILLE, NEW JERSEY 07834 | MINNO-WASKO.COM



SPRING STREET ELEVATION
SCALE: 1/8" = 1'-0"



BLOOMFIELD AVENUE ELEVATION
SCALE: 1/8" = 1'-0"

A-7

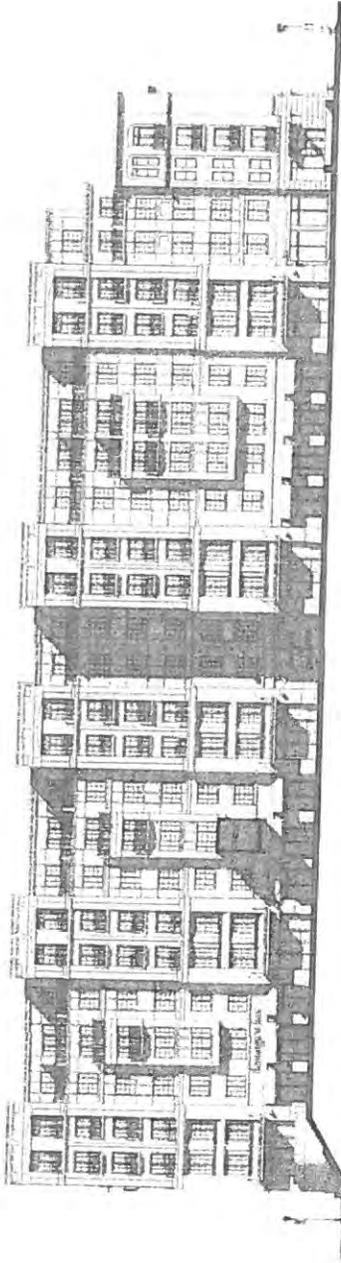
BUILDING ELEVATIONS
DATE: 2017.01.20

SPARTAN INVESTMENTS

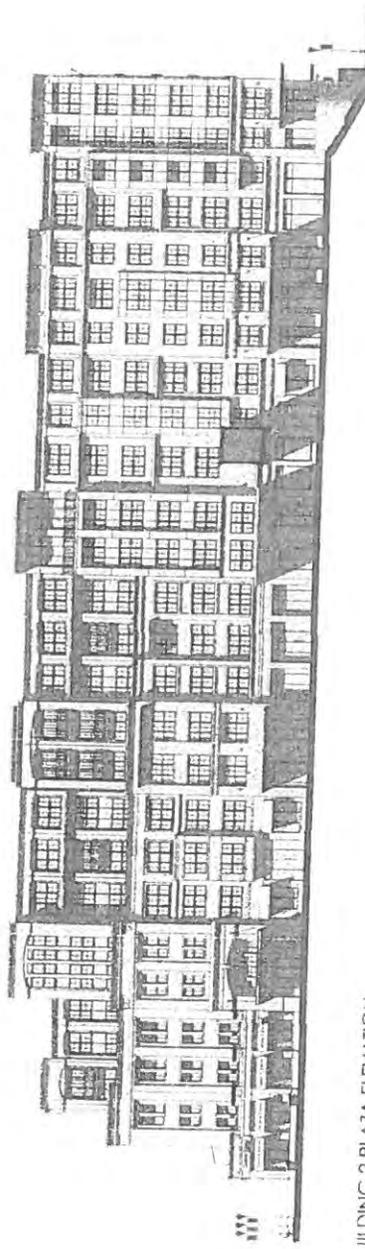
COURTHOUSE PLAZA
FLEMINGTON, NEW JERSEY

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MINNO WASKO
ARCHITECTS AND PLANNERS
1000 STATE STREET, SUITE 200, NEW JERSEY 07030
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BUILDING 1 PLAZA ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING 2 PLAZA ELEVATION
SCALE: 1/8" = 1'-0"

A-8

BUILDING ELEVATIONS
DATE: 2017.03.20

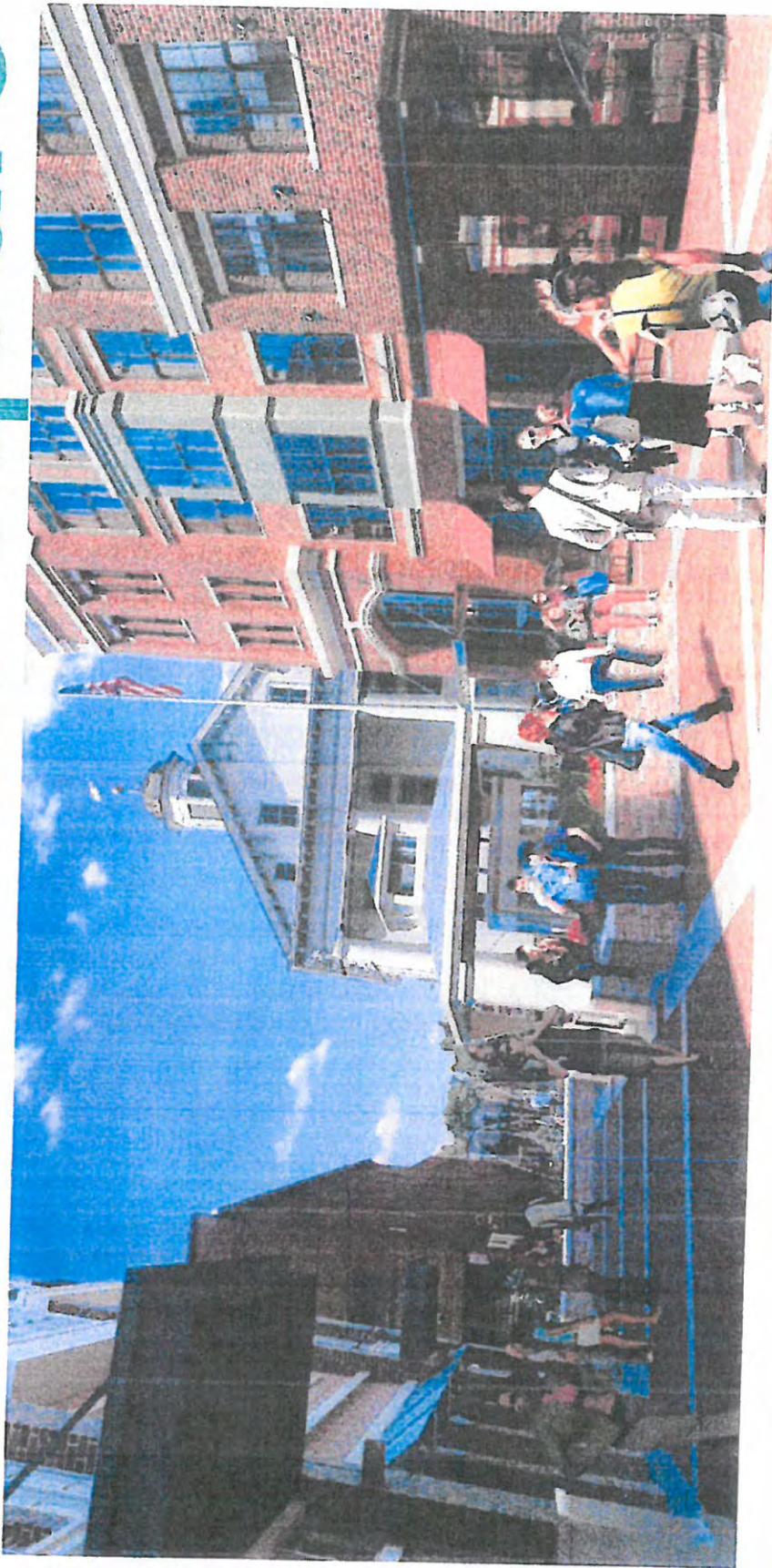
SPARTAN INVESTMENTS

COURTHOUSE PLAZA
FLEMINGTON, NEW JERSEY

COURTNEY P. BROWN & MARY JACQUELINE KALININ

MINNO WASKO
ARCHITECTS AND PLANNERS
10 LANSDOWNE SUITE 100 LAWRENCEVILLE, NJ 07040
MINNOWASKO.COM

Courthouse Square



February 24, 2017
NJDEP

MINNO ■ WASKO

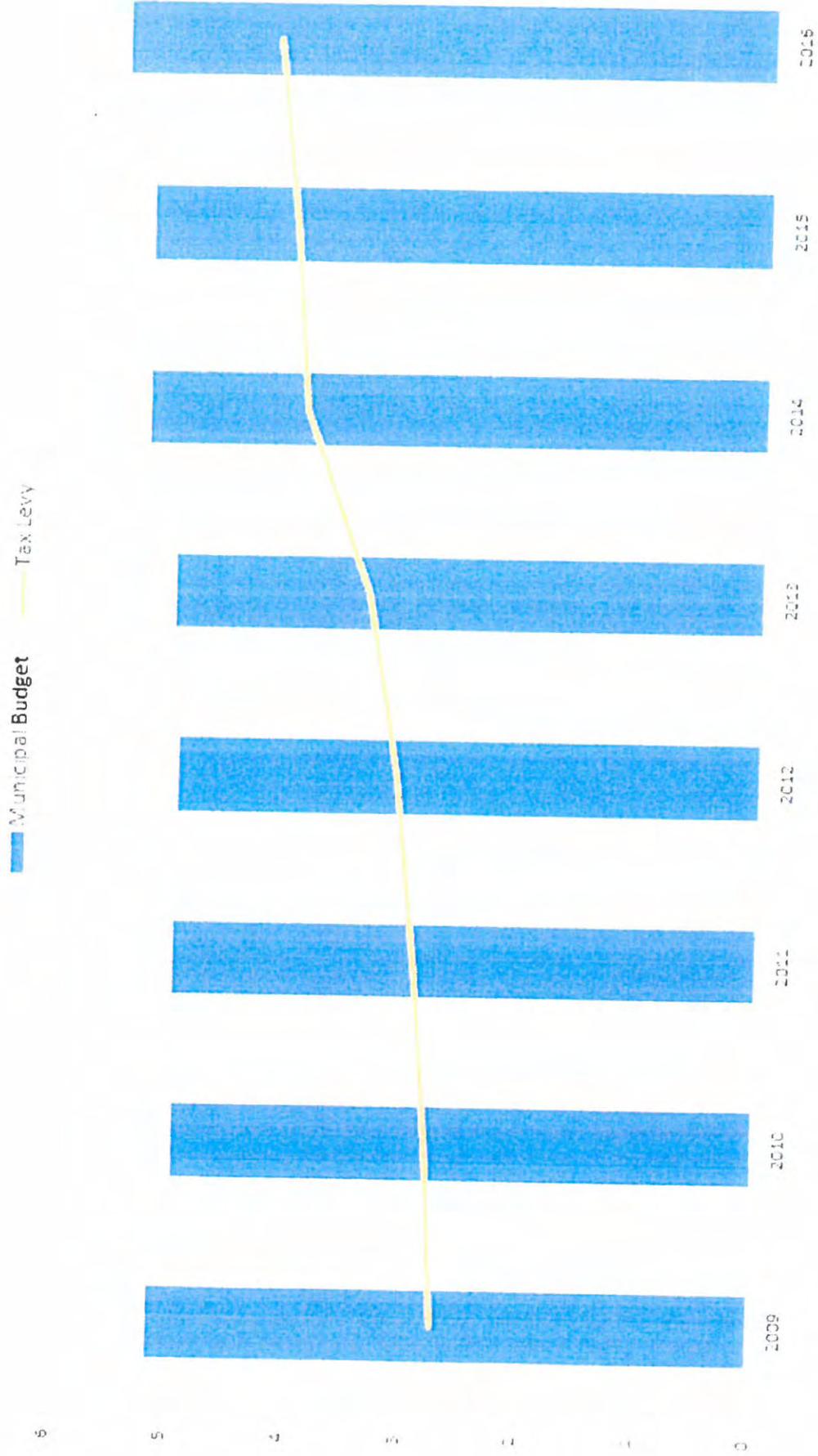


The Hotel Project

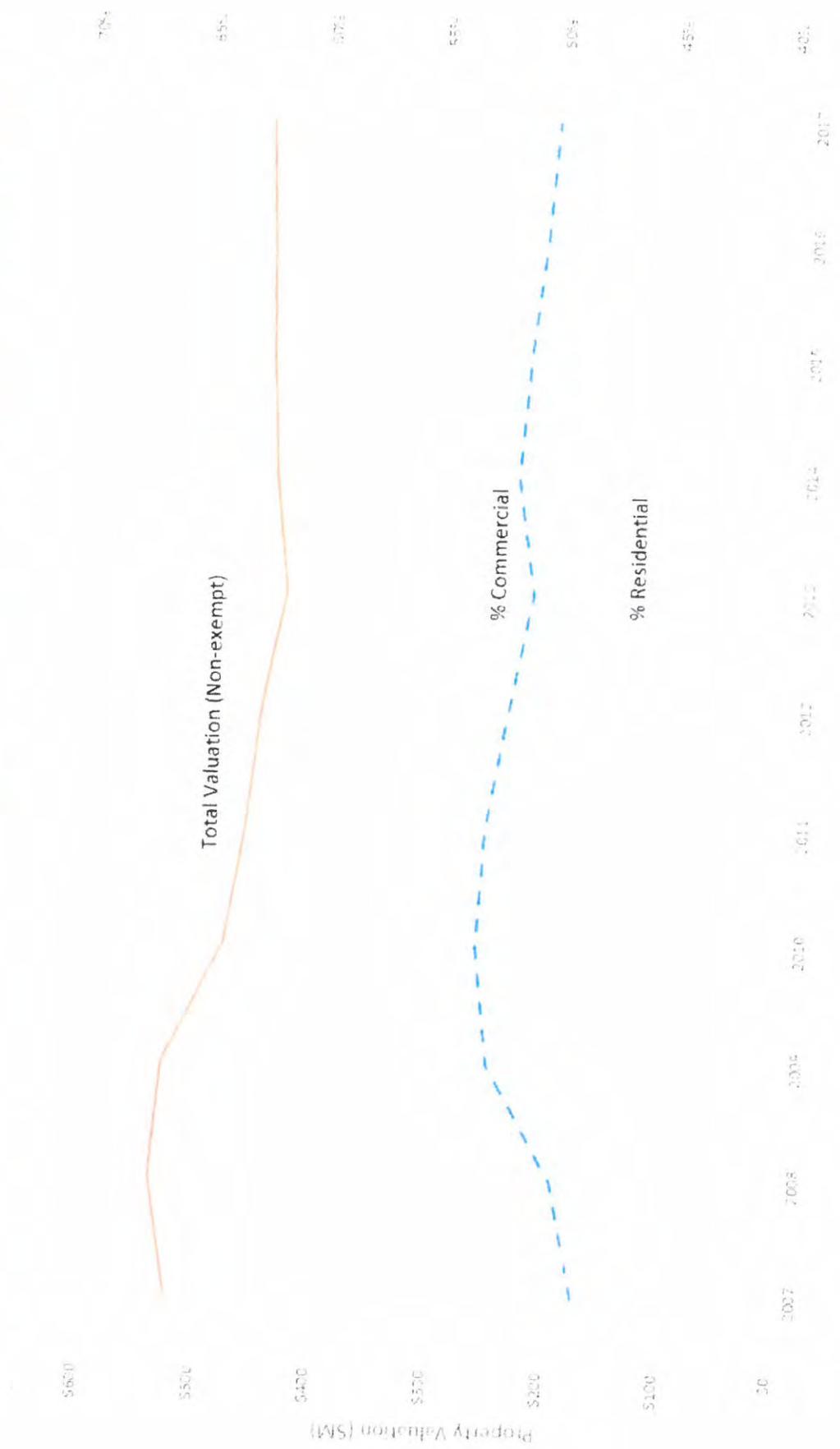
From the Town's Point of View

- The Business Case
 - Taxes
 - Property valuation trends
 - Demographics
 - Relation to the county
- Redevelopment Versus Re-Use
- An Integrated Solution – what makes this project so special

Flemington Municipal Budget and Tax Levy



Trends In Property Valuation



Hunterdon County Board of Chosen Freeholders

“This remarkable project could well be the jewel of Hunterdon County. It has the potential to be the much needed change capable of returning Flemington to its former viable center of community and commerce. Providing higher education in the County seat offers lifelong learning as a critical benefit to our citizens. I applaud Mr. Cust's creativity and his intent to serve Flemington and Hunterdon County. I encourage the residents of Flemington to join me in embracing this exciting development to ensure a great future for all of us.”

Suzanne Lagay, Director

Resolution Hunterdon County Board of Chosen Freeholders Expression of Support

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION

SUPPORT FOR MAIN STREET FLEMINGTON REDEVELOPMENT KNOWN AS COURTHOUSE SQUARE

WHEREAS, in December 2014, Hunterdon County completed and adopted its first economic development plan, the Comprehensive Economic Development Strategy (CEDS); and

WHEREAS, throughout the public planning process, Hunterdon County's economic and demographic trends were researched, reviewed, and evaluated to create a strategy for the County's economic future; and

WHEREAS, members of the Hunterdon County Board of Chosen Freeholders continue to invest time and energy to ensure economic sustainability; and

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WHEREAS, Hunterdon County demonstrated its commitment to targeted economic development by creating an Economic Development Division and hiring its Director; and

WHEREAS, Main Street Flemington redevelopment, known as the Courthouse Square Project, addresses many economic development objectives and supports long term economic viability for Hunterdon County;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Hunterdon does hereby acknowledge the Main Street Flemington redevelopment plan, known as the Courthouse Square Project, supports and promotes economic sustainability; and

BE IT FURTHER RESOLVED, that the Hunterdon County Board of Chosen Freeholders does hereby endorse the Main Street Flemington redevelopment plan, known as the Courthouse Square Project.

DATE	NAME	OFFICE	INITIALS	DATE
02/21/2017	John B. Doolan	Freeholder		
02/21/2017	Denise B. Doolan	Clerk		
02/21/2017	Richard G. Bishop	Freeholder		
02/21/2017	Richard G. Bishop	Freeholder		

ADOPTED February 21, 2017

Denise B. Doolan

Denise B. Doolan, CLERK

Hunterdon County Chamber of Commerce

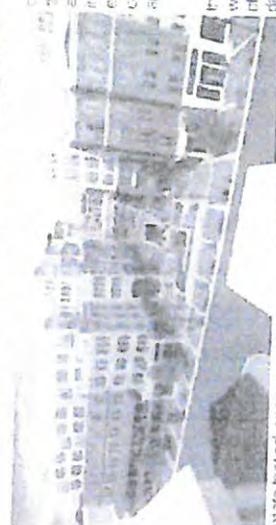
Business News



February 2017 Volume 41, No. 2

Munsterdon County Chamber of Commerce Announces Support for Redevelopment Project for the County Seat

On December 14th, the Hunterdon County Chamber of Commerce Board of Directors voted to endorse and support the Redevelopment Project proposed by developer, Rick Carlz of the Borough of Flemington. The Chamber reflected that the Borough of Flemington is a vibrant and growing community and the quality of life for all residents. The Chamber of Commerce is proud to support the Redevelopment Project for the County Seat.



The Chamber of Commerce is pleased to announce that it has endorsed the Redevelopment Project for the County Seat. The Chamber of Commerce is proud to support the Redevelopment Project for the County Seat.

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Hunterdon Healthcare

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“We recognize the importance of bringing in new business and energizing the center of Flemington while maintaining the character and history of Main Street. There is tremendous value in being part of this transition and in continuing to build our community. Hunterdon Healthcare is committed to providing needed services for our residents, like our newly-opened urgent care center on Church Street.

“We see great opportunity in being part of Mr. Cust's Town Plaza revitalization plan and furthering our mission to improve the health of Flemington's residents and those in the surrounding communities.”

Bob Wise, President & CEO

Roger Brooks International

“We are in full support of the plan presented by Mr. Jack Cust, which will create an amazing catalyst for Flemington’s rebranding and redevelopment efforts. Combining this with higher education facilities, a year round public market, and programmed plaza, Flemington will quickly become the showcase downtown that the local residents, their visitors, and new visitors will fall in love with.”

Roger Brooks, President & CEO

Flemington Furs

"It's time. If Flemington's going to have a future, it has to change, and we need to embrace this change. Jack Cust and his team have developed a plan that ensures a better quality of life and makes Flemington an important destination once again."

Bob Benjamin, Flemington Furs

Aerial



Scheme 1 South Full Height on Main Street



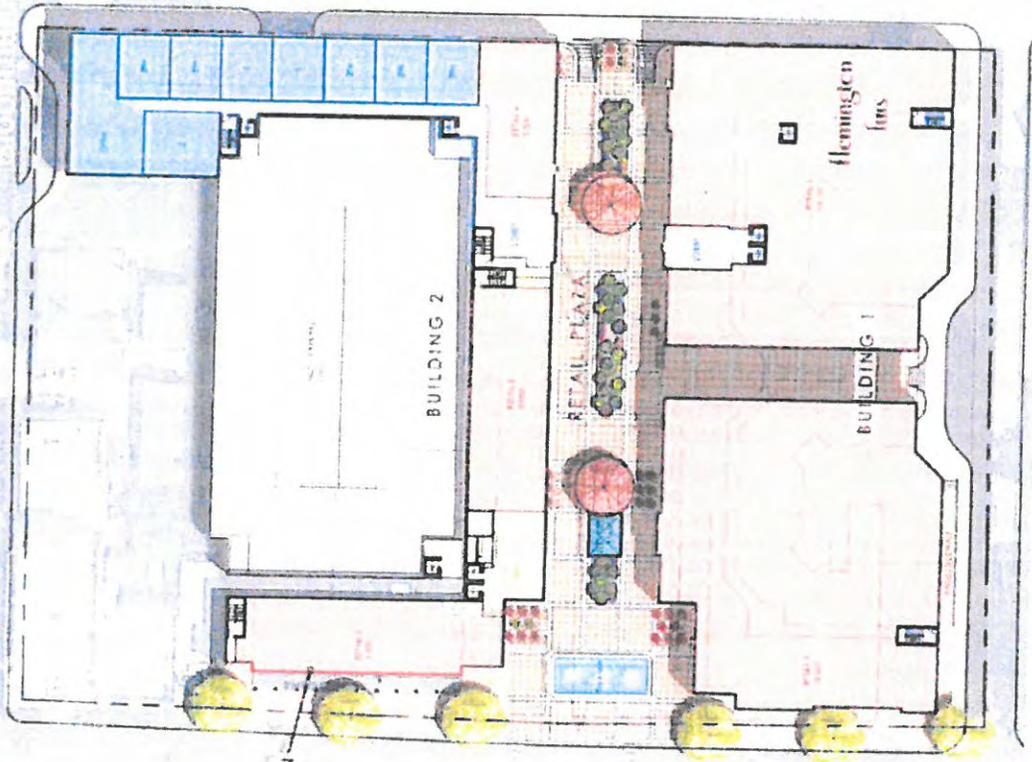
Scheme 1 South Full Height on Main Street



Scheme 1 South Full Height on Main Street



Preserve Hotel Facade



EXISTING FACADE TO REMAIN

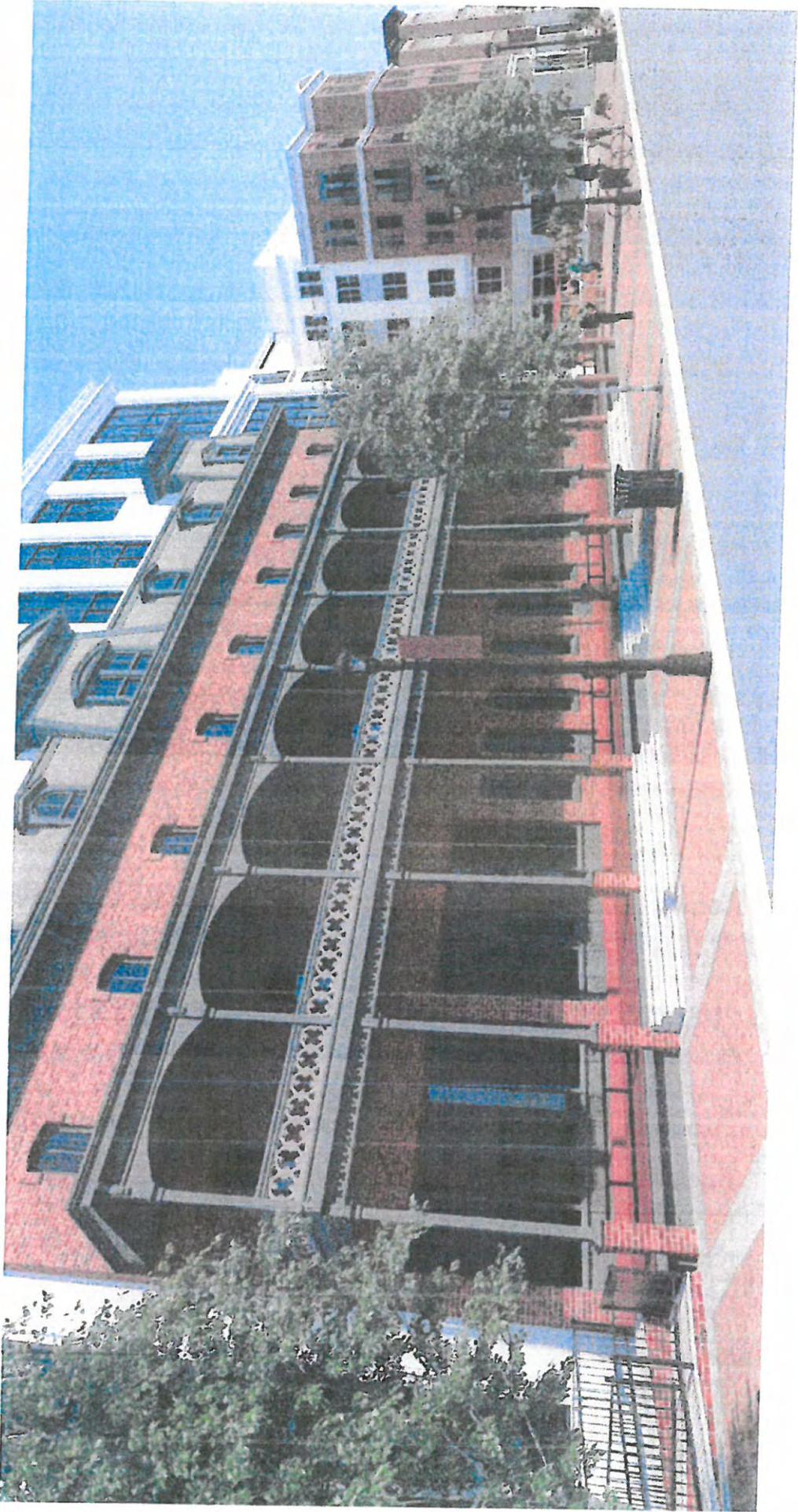
Area	Area (sq ft)				
Building 1	200,000	200,000	200,000	200,000	200,000
Building 2	200,000	200,000	200,000	200,000	200,000
Retail Plaza	200,000	200,000	200,000	200,000	200,000
Educational/Medical	200,000	200,000	200,000	200,000	200,000
Parking	200,000	200,000	200,000	200,000	200,000
Other	200,000	200,000	200,000	200,000	200,000
Total	800,000	800,000	800,000	800,000	800,000

PLAZA LEVEL

Preserve Hotel Facade



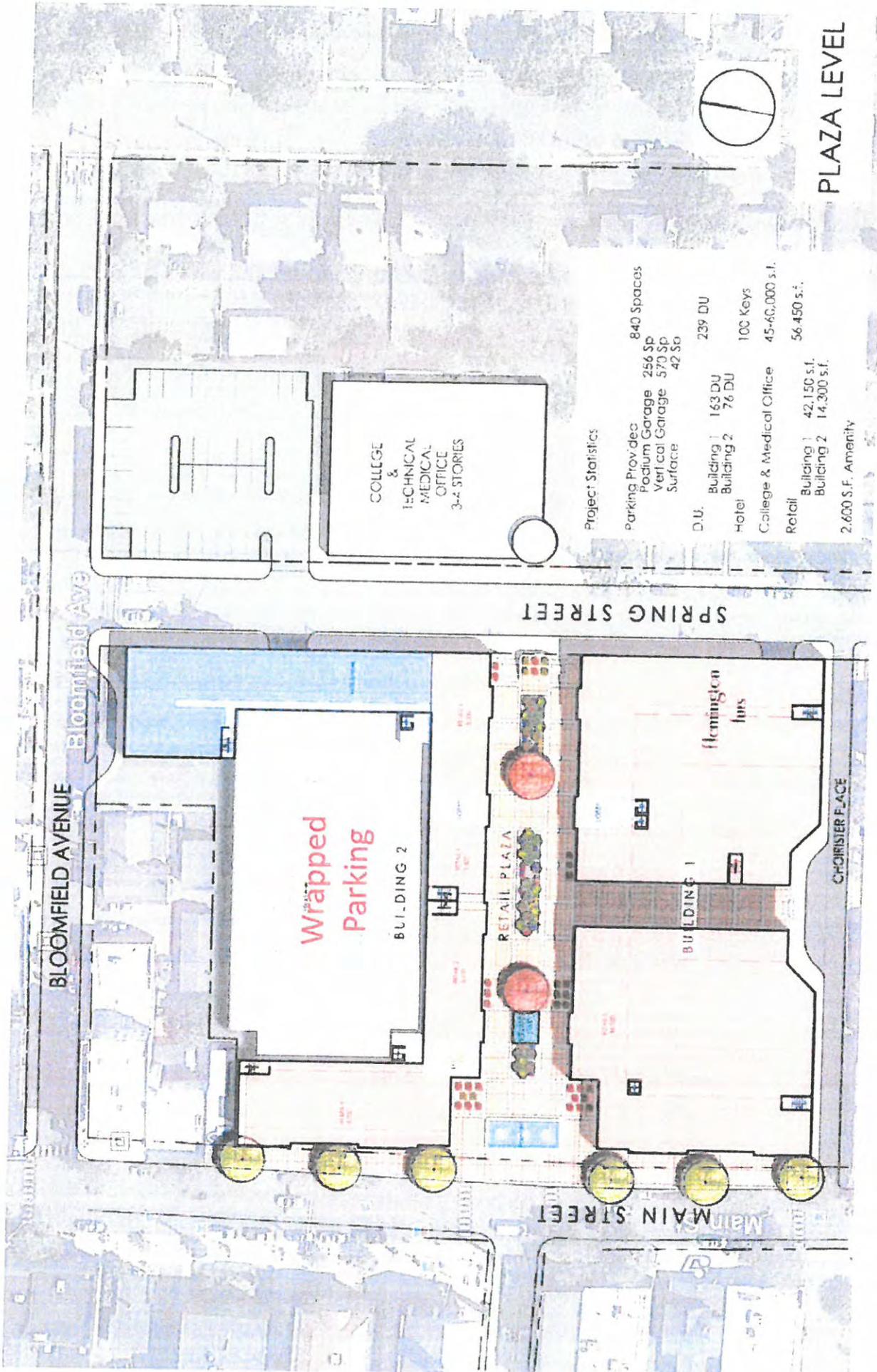
Saved facade



Reduce Mass Reproduce Hotel



Plaza Level



BLOOMFIELD AVENUE

Bloomfield Ave

SPRING STREET

WRAPPED
PARKING

BUILDING 2

RETAIL PLAZA

BUILDING 1

flemington
hurs

CHORISER PLACE

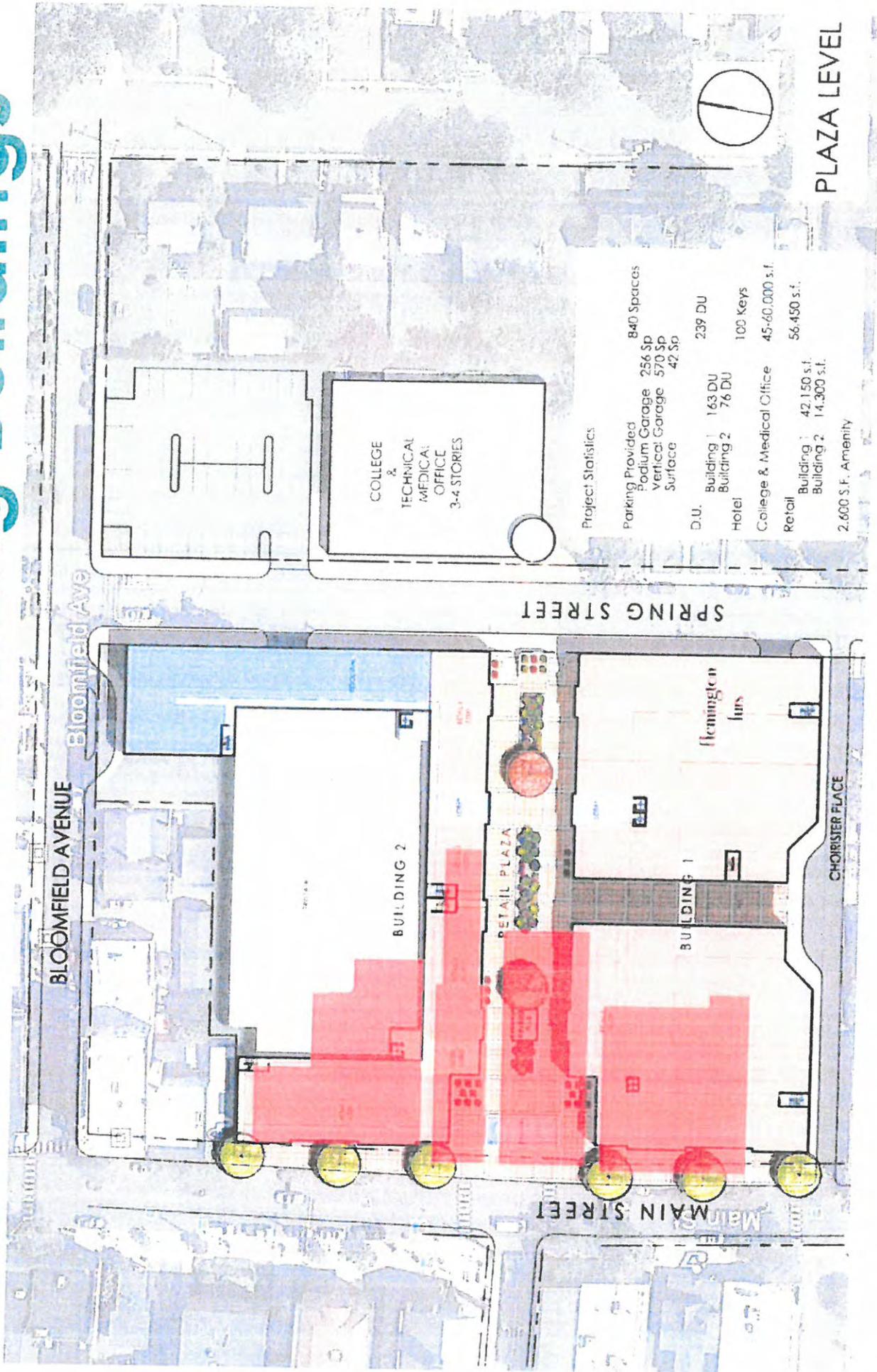
Main Street

Project Statistics

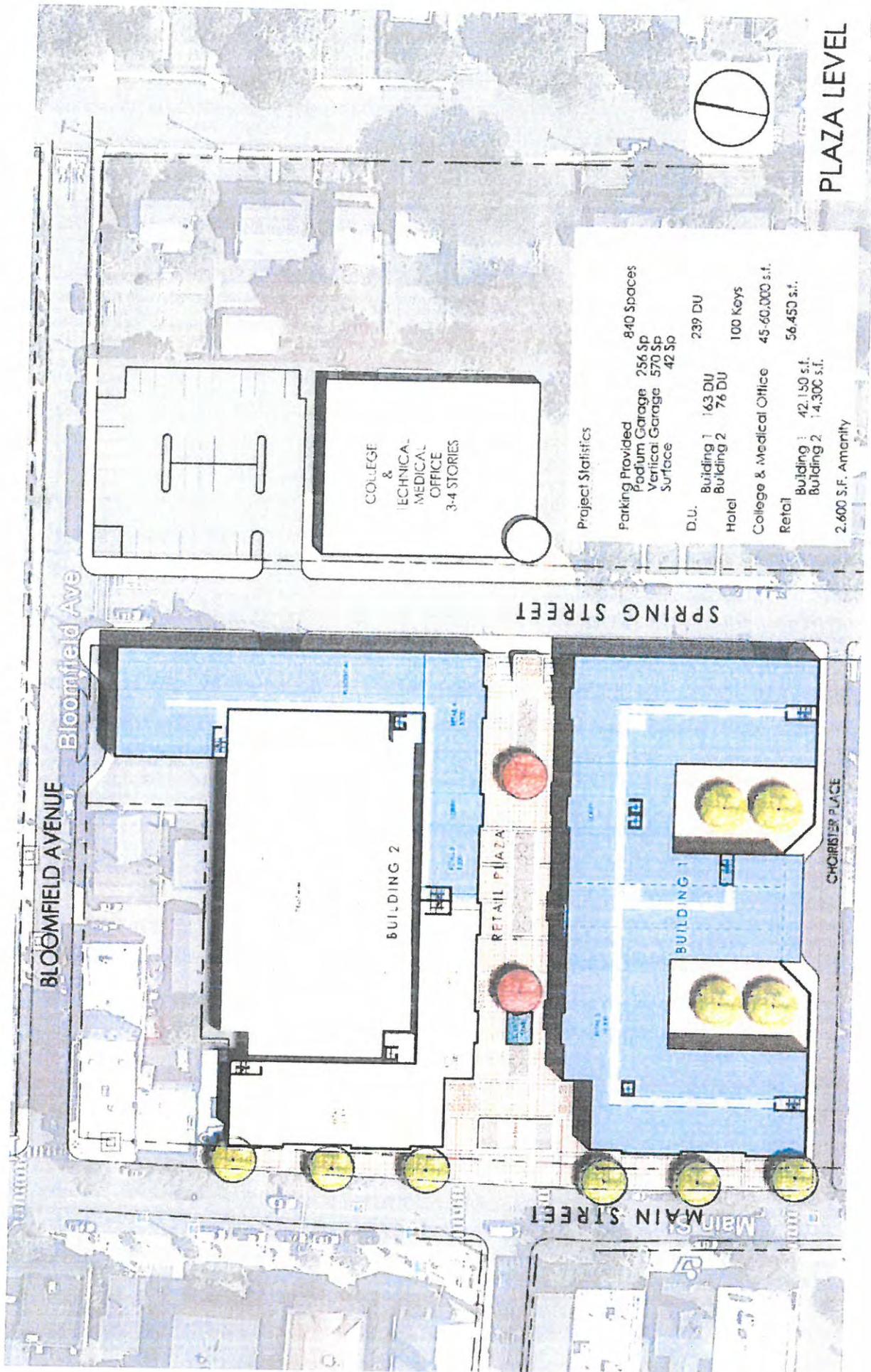
Parking Provd. doc	840 Spaces
Podium Garage	256 Sp
Vertical Garage	570 Sp
Surface	42 Sp
D.U.	239 DU
Building 1	163 DU
Building 2	76 DU
Hotel	100 Keys
College & Medical Office	45-40,000 s.f.
Retail	56,450 s.f.
Building 1	42,150 s.f.
Building 2	14,300 s.f.
2,600 S.F. Amenity	

PLAZA LEVEL

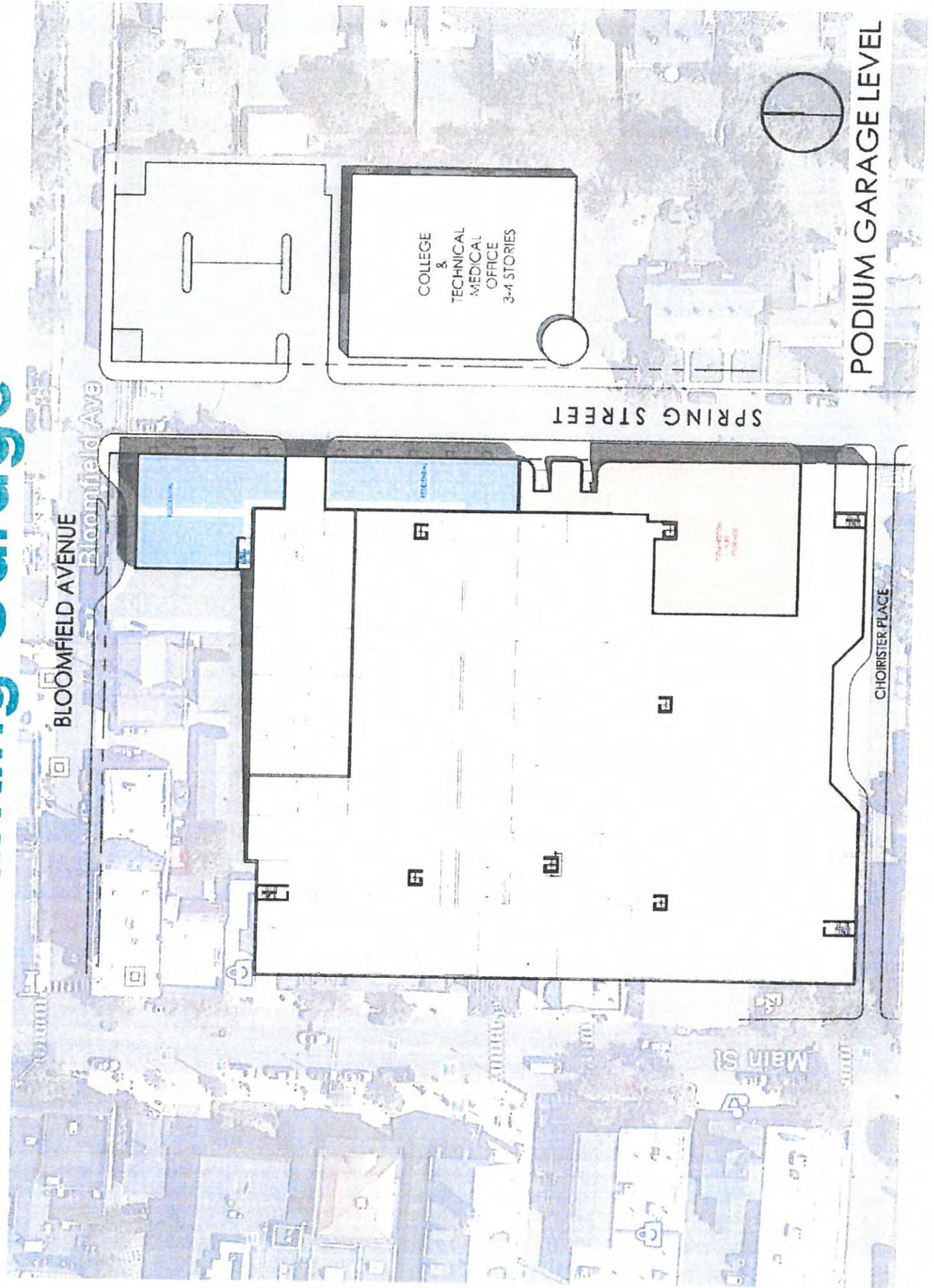
Plaza Level- Existing Buildings



Upper Floors



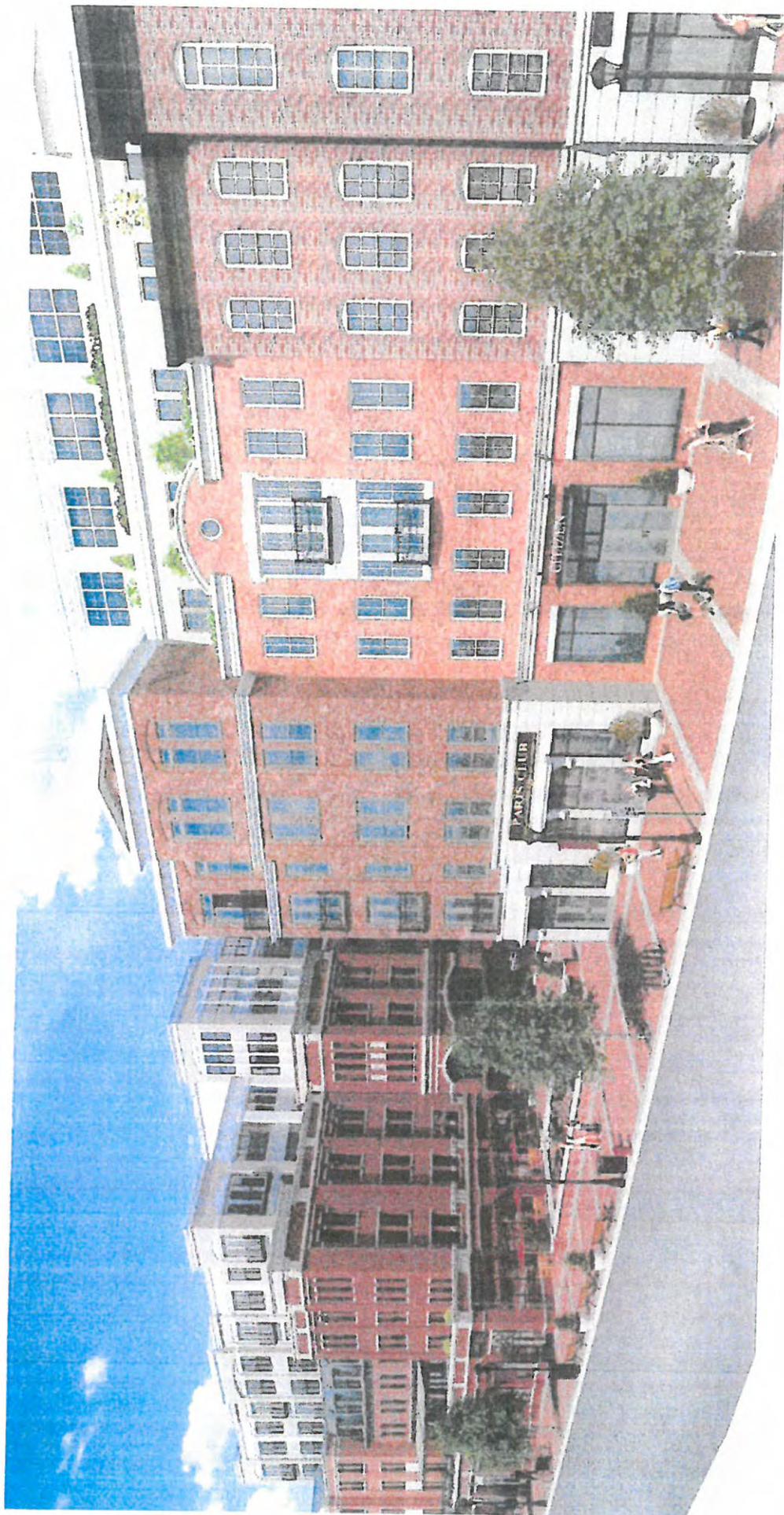
Parking Garage



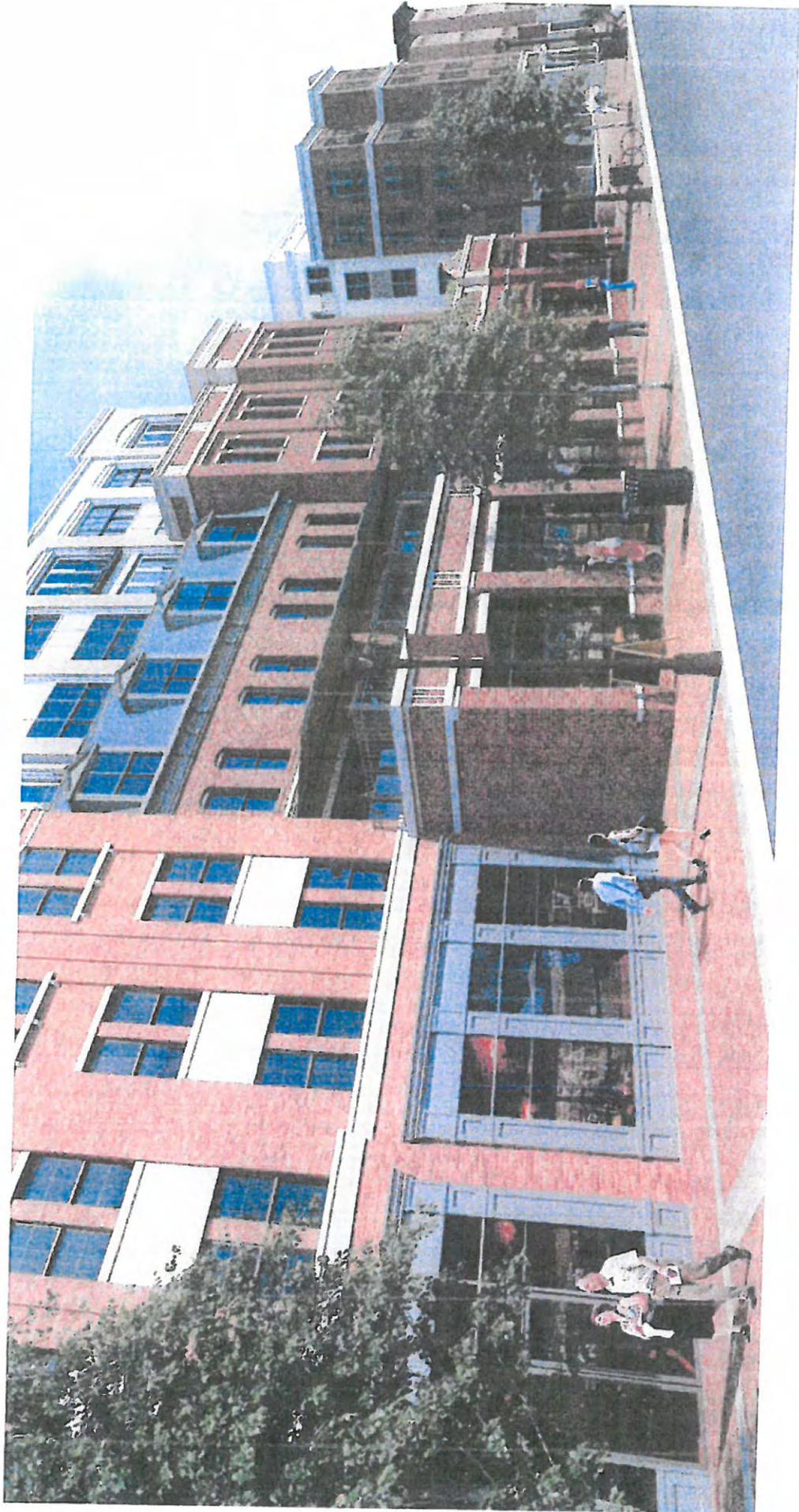
Reduce Mass Traditional Downtown



Reduce Mass Traditional Downtown



Reduce Mass Traditional Downtown



Thank You!

Appendix

Criteria For Development

- To create a vibrant downtown community that will be desirable to live, work and visit
- To attract higher education to the only remaining county in New Jersey without a 2 or 4 year college
- To attract millennials and new residents
- To provide efficient and optimum parking and traffic circulation
- To maintain and respect a historic looking streetscape
- To have a significant net positive impact to the Borough of Flemington operating budget
- To become a catalyst for additional revitalization and development

Proposed Development

College: A two or four year college will become the catalyst for attracting people of all ages to enjoy advanced Educational opportunities. Hunterdon is the only county in New Jersey without higher education and it is a vital component for our future. The new academic facility will be constructed on the Flemington Fur site and will also be available to medical, technology and professional offices as needed. Discussions are underway to achieve this goal.

Retail: Anchored by Flemington Fur we anticipate the ability to attract a variety of stores and shops that will significantly impact and invigorate our community.

Hotel: A new 100 room hotel to be built designed to transition the past history of the Union Hotel incorporating new and improved modern amenities while keeping many of the same characteristics where possible.

Restaurants: Great restaurants will be a key component of the lifestyle center. The liquor license that was purchased will enable multiple restaurants to share the license providing opportunity for a broader customer experience.

Residential: There will be 252 high quality residential units built above the first floor retail and restaurants.

Parking: There will be ample parking with approximately 900 spaces in the form of deck and underground parking to service the lifestyle center.

Medical: Having a medical component to the project is an enormous benefit to Flemington residents and continues to enhance Hunterdon Counties rating as the healthiest county in New Jersey. Collaboration efforts are underway with Hunterdon Healthcare to achieve this goal.

Threats to Hunterdon County & Borough of Flemington

- Dramatically Aging Population
- Inadequate & Limited Infrastructure
- Lack of New Families & Children Resulting in a Decline in School Enrollment
- Limited Attractions & Amenities
- Distressed Main Street Reflects Poorly on the County Seat
- No Active Liquor License Since 2008 on Main Street
- Lack of Public Transportation
- No Physical Presence of Higher Education in Hunterdon County

About the Developer

- Certified Public Accountant by Trade
- Founder & Former Board of Director at Multiple Banks
- Employer to 1,400+ People through a Multitude of Private Companies
- Significant Tourism Driver of Approximately 500,000 Visitors to Hunterdon County through Diamond Nation
- Developed over 1,000,000 Square Feet of Retail, Restaurant and Entertainment Venues
- Raised and Financed over \$350,000,000 in Private Development Funding









Legend

scale
0 100 ft



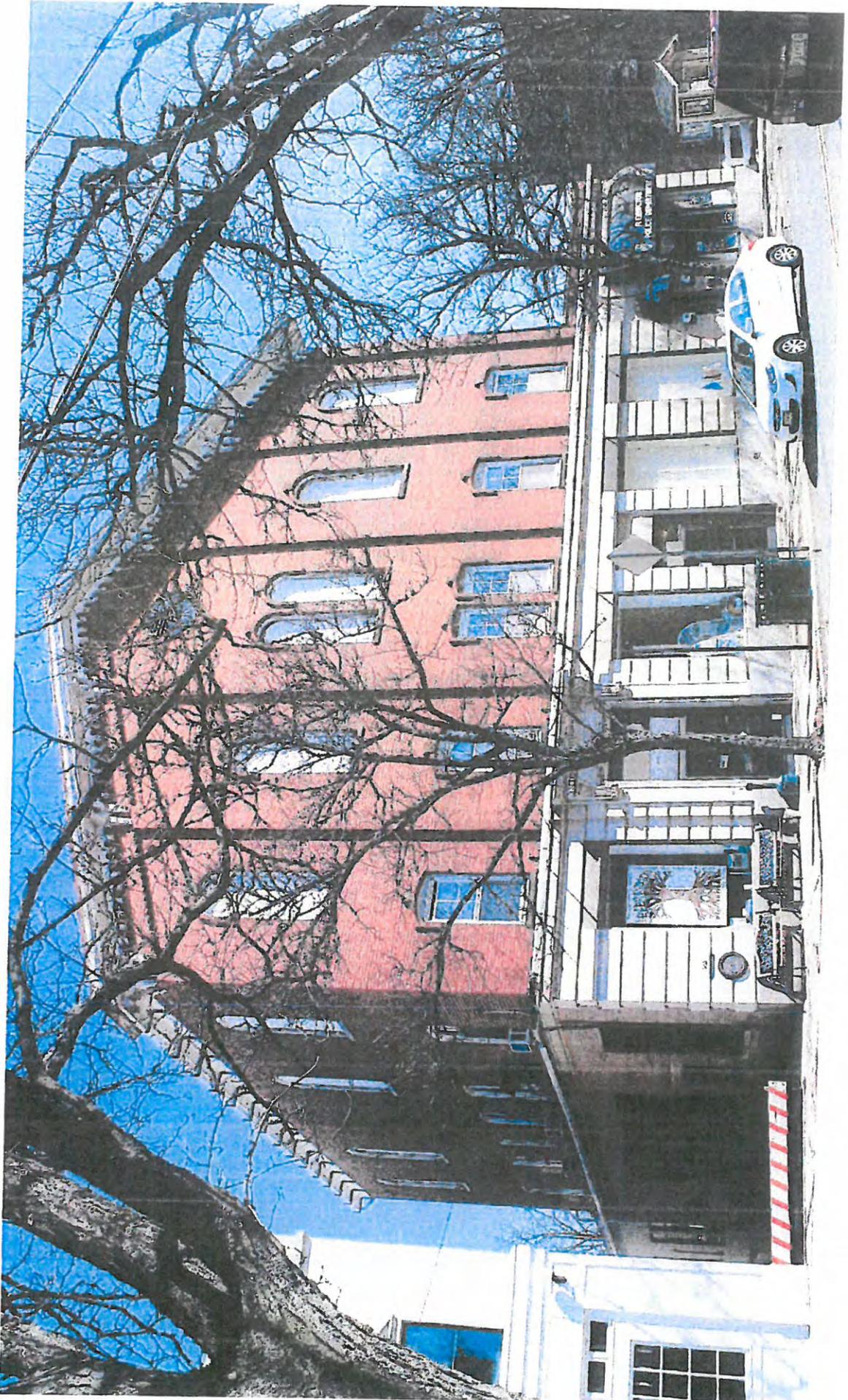
Legend

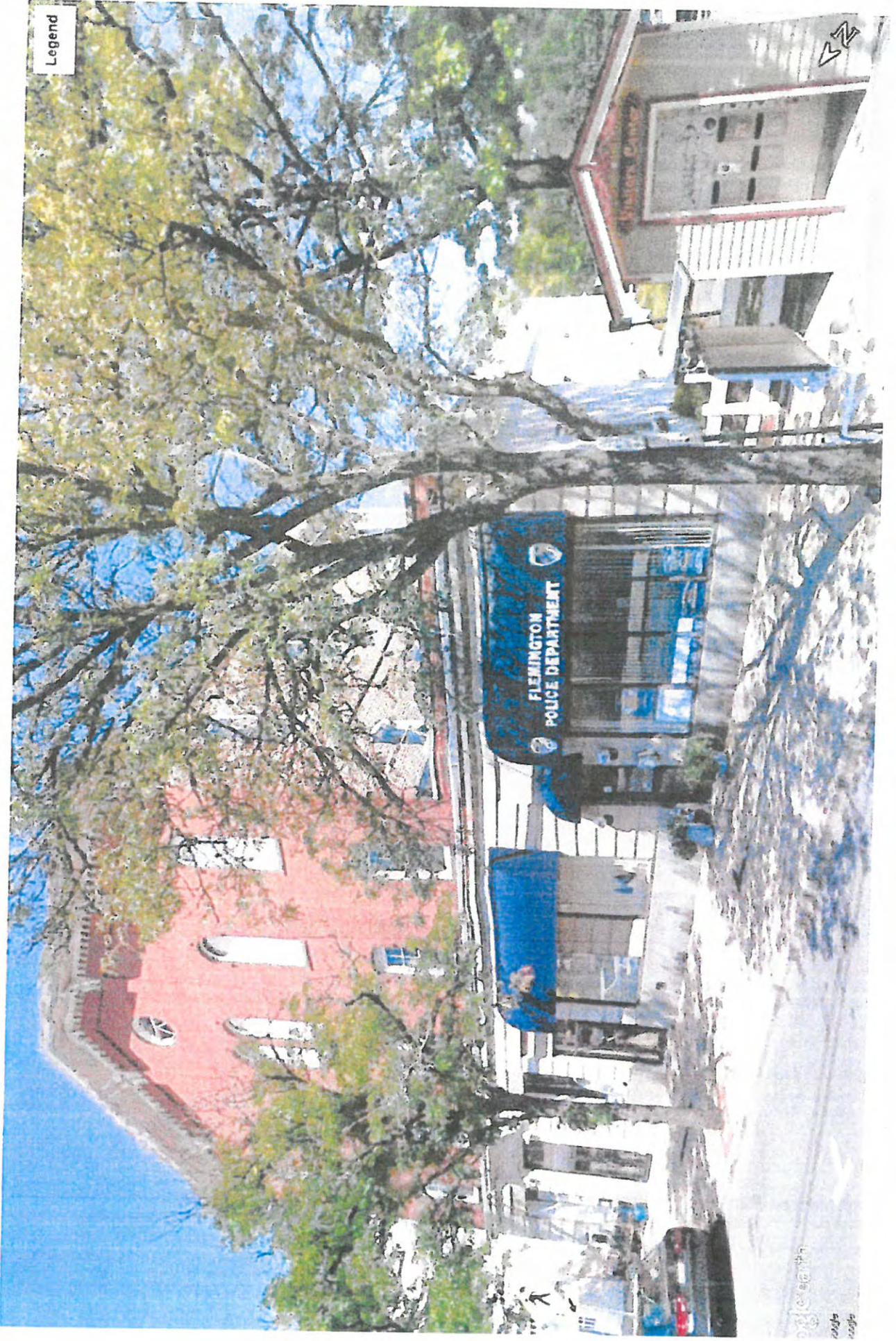
T.C.M. BUILDING
30-32 MAIN STREET

FedEx

5:36 ft

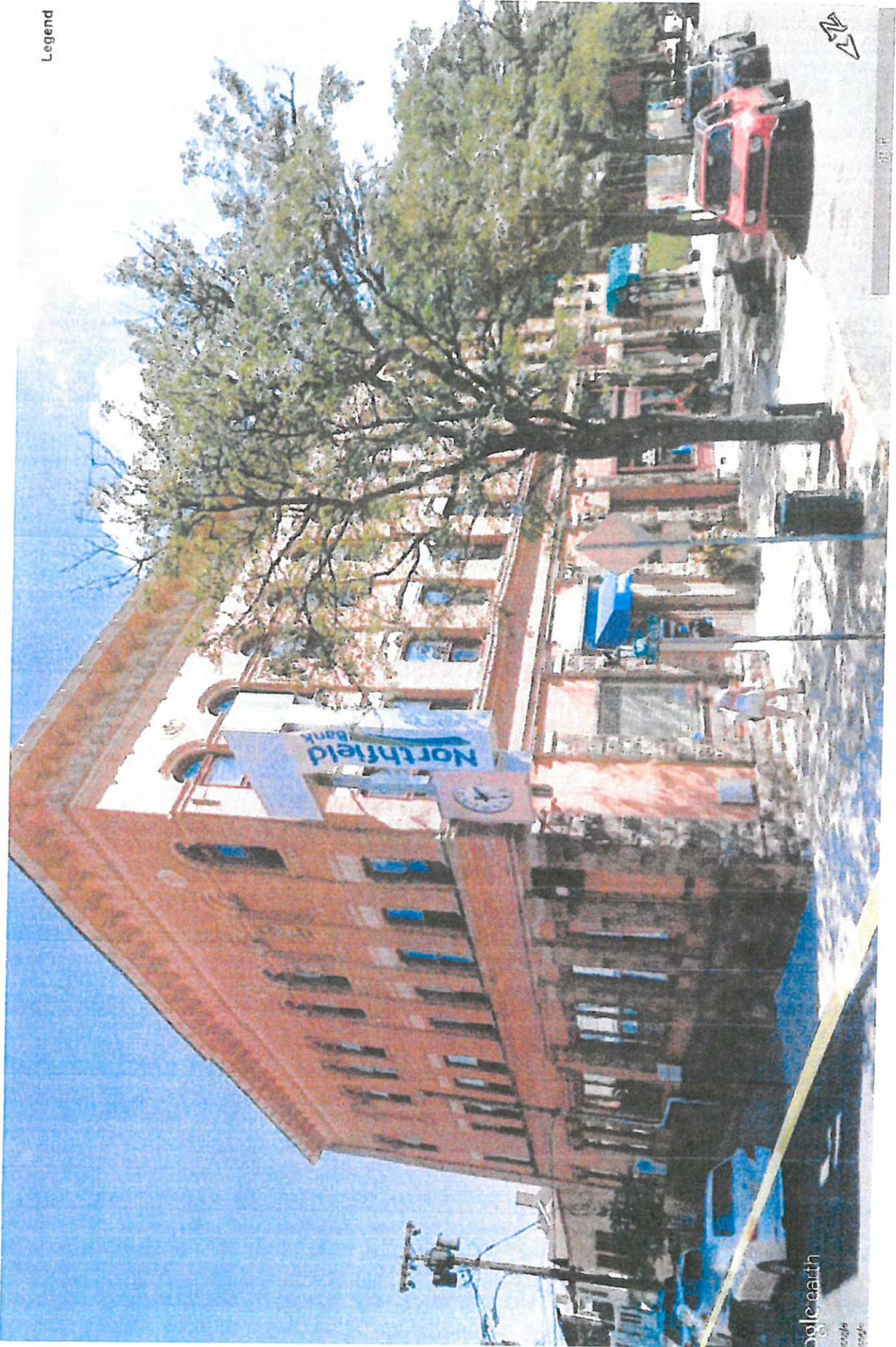
200/16
200/16





Legend

2024
2025
2026



Legend

google earth

18 ft



Legend



9:55 II

4074
2004



Legend

Paint Party

608ft

google earth
2019
10/14

Legend



7 2811



2009
2009
2009

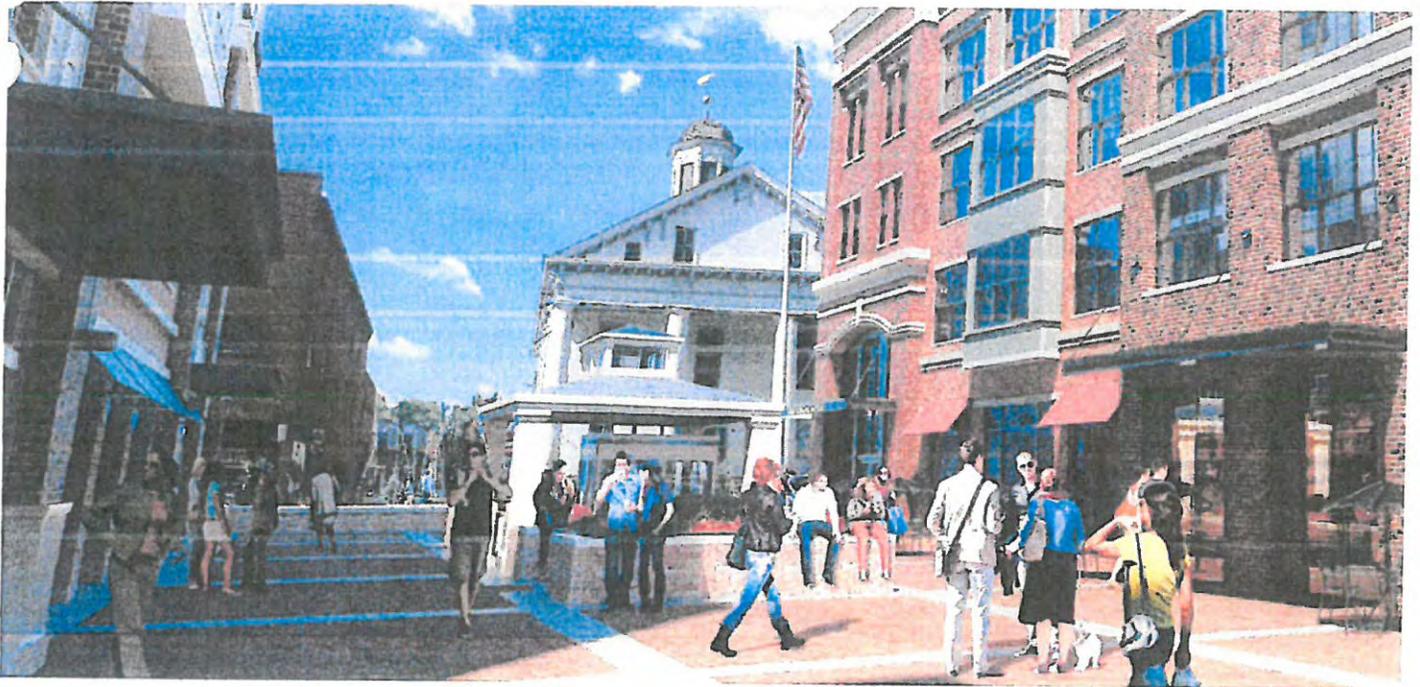




Legend

12

12/12



PLAZA VIEW OF COURTHOUSE

MINNO ■ WASKO

SPARTAN INVESTMENTS

FLEMINGTON PLAZA
REVISION 4



MINNO  WASKO

SPARTAN INVESTMENTS

MAIN STREET VIEW OF HOTEL
FLEMINGTON PLAZA
FLEMINGTON, NJ



MAIN STREET VIEW OF PLAZA

MINNO ■ WASKO

SPARTAN INVESTMENTS

COURTHOUSE PLAZA
KIMBERLY



SPRING STREET & BLOOMFIELD AVE. PERSPECTIVE

MINNO WASKO

SPARTAN INVESTMENTS

FLEMINGTON PLAZA



MINNO WASKO

SPRING STREET & CHORISTER PLACE PERSPECTIVE

SPARTAN INVESTMENTS

FLEMINGTON PLAZA

150 W. CH. N.

Attachment D
Alternatives Analysis

ALTERNATIVES ANALYSIS

for

**90-100 Main St.
Block 22 / Lot 7
Flemington, Hunterdon County, NJ**

Prepared by



peter primavera partners llc

historic preservation / cultural resources

MINNO  **WASKO**
ARCHITECTS AND PLANNERS

May 22, 2017

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The following report is an exact duplicate of the HPO required template and guidelines.

I. Introduction to the project

- 1. Identify the regulatory action triggering the need for an alternatives analysis:**
 - a. Is the project a public or a private undertaking?**
 - b. What are the funding sources?**
 - c. Who is the owner?**
 - d. What if any permits are needed?**
 - e. Who is the lead agency for the regulatory review?**

The sale of Block 22, Lot 7 (the "**Property**" or "**Block 22, Lot 7**") by the Borough of Flemington to a private developer, Flemington Center Urban Renewal, LLC (the "**Redeveloper**"), is the regulatory action triggering the need for the alternatives analysis. The Project, which is limited to the sale of the Property, is a public undertaking by the Borough of Flemington (the "**Borough**"). The funding source for the sale of the Property is private funding by Flemington Center Urban Renewal, LLC (the "**Redeveloper**"). The Borough is the current owner of the Property, which is located entirely within the Flemington Historic District (ID#1587). There are no permits required for the sale of the Property. The sale of the Property by the Borough is the action that is the subject of the Historic Sites Council review.

- 2. Project location map including all built structures and landscapes, with known historic resources identified.**

Please see an enlarged portion of the Historic District Map which is Attachment A.2.c.

- 3. Resource information:**
 - a. Statement of historical significance**
 - b. Physical description of the subject property, including character-defining features**
 - c. Boundary of the historic district or site, physical description of the subject property**

The Property contains one building that is separated into two different levels of historical significance. The portion of the building known as the bank building (the "**Bank Building**"), which is located to the north and front of the overall building is a "contributing property" to the Historic District. The portion of the building known as the police building (the "**Police Building**"), which is located to the south and rear of the overall building is a "non-contributing" property to the Historic District. Please see Attachment A.2.c. for an enlarged portion of the Flemington Historic District Map showing the building designation and delineation of the respective portions.

The Property is identified as Block 22, Lot 7 on the official tax map of the Borough of Flemington and is commonly known as 90-100 Main Street. The Property measures approximately .73 acres and has frontage on Main Street and Spring Street. The existing building fronts on Main Street with a parking lot in the rear along Spring Street. Please see Attachment A.3. for photographs of the Property and surrounding properties taken on March 9, 2017.

The entire Property is within the Flemington Historic District. Please see Attachment D.1. for the Flemington Historic District Boundary Map.

4. **Photographic documentation should include:**
 - a. **Contextual photographs illustrating the relationship of the resource to the character of its surrounding area**
 - b. **Sharp clear images which convey the character and significance of the resource, as well as details, such as materials and craftsmanship**

Please see Attachment A.3. for photographs of the Property and surrounding properties taken on March 9, 2017.

5. **Description of proposed project.**

The Historic District in the Borough has been in decline for decades. Suburban sprawl along Route 31 has taken away much of the commerce that once happened in the downtown. Failed development projects, vacant buildings, many modern buildings of incompatible architectural design and dilapidated and deteriorating buildings have become its legacy overshadowing its vibrant and colorful past. Neither the real estate boom before the Great Recession, nor the recovery since, has changed the downward trajectory of this historically important town. Change has to happen and it has to be significant. The first goal of the proposed Project is to be the “spark” that ignites the revitalization of Historic Flemington and the primary goal is to be the “anchor” that drives the sustained revitalization of downtown Flemington.

The Project includes the sale of the Property by the Borough to the Redeveloper. Once the Redeveloper owns the Property, it proposes the preservation of the exterior of the Bank Building and the removal of the non-contributing Police Building. The interior of the Bank Building will be redeveloped with 4,200 square feet of retail space and 8 dwelling units (the “**Bank Building Project**”).

The entire redevelopment project (including the Bank Building Project) includes the construction of approximately 222 dwelling units, a 100 room hotel, a 45,000 square foot educational/medical building, 32,250 square feet of retail space, 4,800 square feet of amenities, and 820 parking spaces on property known as Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 12, 13 and 14, Block 23, Lots 1 and 7, and Block 24, Lots 1, 2, 3 and 5 (the

“Redevelopment Project”). Please see Attachments A.4.a and A.4.b. for the Redevelopment Project plans.

6. **Statement of project need/objectives:**
 - a. **Private projects (privately owned projects with no public funding): when use does not accommodate the resource type, explain why the resource could not be integrated into or within the site plan.**
 - b. **Public projects (public ownership or use, such as libraries, government buildings, etc., with or without public funding): have other locations been sought which would better accommodate the project need/objectives?**

Several important public goals and needs are being met by the proposed Redevelopment Project including, saving the exterior of the Union Hotel, the exterior of the Bank Building and the character of the downtown Historic District. The Union Hotel, which is not the subject of this application, has been deteriorating for many years with no prospect of being rehabilitated. The incorporation of Block 22, Lot 7 into the Redevelopment Project will permit the rehabilitation of the Union Hotel exterior and the Bank Building exterior. Other important benefits include the creation of much needed public parking, improvements to the water supply system, modern retail, an increase in the residential population in the district and many more visitors.

The Borough has long identified a parking need for all future development in downtown Flemington. The parking deck proposed as part of the Redevelopment Project will be a public parking facility that could not be bonded or paid for by the Borough. To address the Borough's parking needs, the Redeveloper agreed to pay for and construct a structured parking deck in the center of the downtown that will satisfy this need. The structured parking deck will come at a high cost to the Redeveloper but will serve an enormous public purpose by providing much needed parking in downtown. The availability of parking further encourages the growth and prosperity of the existing and future retail and service uses on Main Street.

The Borough of Flemington is small with limited resources. It also has limited access to water. As one might expect, this has a chilling effect on development. In order to remedy this deficit, the Redevelopment Project will fund the cost of a new well in the Borough as part of the proposed Redevelopment Project.

The County of Hunterdon is the only county in New Jersey without the presence of higher education. A critical component of this Redevelopment Project is the educational facilities to be included therein. Such use promises to create a destination for professor and students alike while addressing a critical public need for the regions students. At the same time, the synergies between this educational component and the historic nature of the locale are inevitable.

The medical facility component of the Redevelopment Project is another response to an established public need in the area. A modern medical facility will add a component to the downtown that currently does not exist. It is an unmet need that adds much needed foot traffic to the Borough. As with the educational component it also has significant parking needs which cannot be met without the aforementioned public parking deck.

The proposed use as described in the Redevelopment Project site plan is compatible with the reuse of the Bank Building. The proposed use is a mixed-use project that, as described herein, has been designed to reverse the growing blight in the Historic District. The proposed use, as described in the Application, seeks to bring people into the Historic District to visit, shop, live, work, and study. Without the proposed Redevelopment Project, the Borough's continued decline that began in the 1960's is inevitable.

In summary, this is a private project, paid for entirely with private funds designed to meet important, unmet public needs that the public sector cannot meet alone. Most importantly however, the proposed infusion of commerce, residents, visitors, hotel occupants, and employees will have direct and indirect benefits to an Historic District starving for an infusion of dollars and people.

7. **Summary of redevelopment scenarios explored for subject property.
Please note preferred alternative.**

Four redevelopment alternatives were explored by the Borough and the Redeveloper for the Property and the adjacent properties. The Redevelopment Project achieves the goals of the Borough as set forth in the Borough of Flemington 2015 Re-Examination of the Master Plan (the "**Master Plan**") and the Borough of Flemington March 7, 2014 Expanded Union Hotel Redevelopment Plan (as the same may be amended and revised, the "**Redevelopment Plan**") and is an economically feasible project for the Redeveloper. Alternative 4 includes the preservation of the exterior of the Bank Building, the removal of the non-contributing Police Building, and construction of the Redevelopment Project. Please see Attachment D.2. for the Master Plan and Attachment D.3. for the Redevelopment Plan.

Alternative 1 – No Build. In this alternative the Redevelopment Project is not constructed and nothing is developed on the Property or the adjacent properties. This alternative is contrary to the Borough's goals as set forth in the Master Plan and the Redevelopment Plan. In the absence of redevelopment, the Property and entire Historic District will continue to be plagued by vacancies, disrepair and underutilization.

Alternative 2 – No Build on Block 22, Lot 7. In this alternative, the scope of the Redevelopment Project is reduced so that no redevelopment is located on Block 22, Lot

7 and Block 22, Lot 7 remains as is. As a result of eliminating any development on Block 22, Lot 7, the exteriors of the Bank Building and the Union Hotel are not preserved. In the event Block 22, Lot 7 is not conveyed to the Redeveloper as contemplated in Alternative 1, this Alternative 2 would be constructed.

Alternative 3 – Full Build. In this alternative, once the Redeveloper owns the Property, he will remove the existing building on the Property and redevelop the Property and adjacent properties. While this Alternative produces a viable project that will invigorate downtown Flemington it does not address the desire of the community to preserve the historic structures.

Alternative 4 – Adaptive Reuse Scheme. In this alternative, the exterior of the Bank Building and the Union Hotel, which is not the subject of this application, would be preserved. The interior of the Bank Building would be redeveloped. This plan allows the Borough to produce a highly integrated and highly marketable and attractive design that will achieve the goals of the Redevelopment Plan and Master Plan without adverse effects to the existing historic infrastructure on and surrounding Main Street and is therefore the preferred alternative.

All four redevelopment alternatives are explored in further detail below in Section IV.

8. **Describe how the proposed project meets:**
 - a. **The local master plan and zoning requirements**
 - b. **Local development trends**

The Bank Building Project, which is the sale of the Property, is required to meet the goals set by the Borough in the Master Plan and is compatible with local development trends. The Bank Building Project advances the goals set by the Master Plan to enhance the viability and vibrancy of downtown Flemington, by concentrating retail and service uses that will draw residents and visitors alike to the commercial portion of Main Street. Please see Attachment D.2., Section 4.2.1. on page 29 for the Master Plan. The Redevelopment Project will use density and a mix of uses to enhance the downtown. Please see Attachment D.2., Section 4.2.2. on page 29. The Redevelopment Project will also provide opportunities for appropriately located residential development to encourage redevelopment/revitalization of underutilized properties and to provide opportunity for additional market support for the retail, service and entertainment portions of Main Street. Please see Attachment D.2., Section 4.2.3. on page 30.

The Property is subject to the Redevelopment Plan and the zoning standards set forth therein and the Downtown Business District Zone zoning regulations and applicable use, bulk and design standards and requirements. A review of local zoning requirements and finalization of the Redevelopment Project site plan is ongoing.

Local development trends include suburban sprawl, highway expansion, and intersection improvements just outside of the center of Flemington which have promoted the growth of retail chains (pharmacies, chain restaurants, etc.) and commercial shopping centers with ample parking. These developments have lessened the need for residents and visitors to access Main Street for their commercial, dining and other needs. The government buildings nearby do not attract enough visitors to provide more than an opportunity for a coffee, a sandwich or to browse a local store. As a result, Main Street businesses have experienced a reduction in patrons and sales, which has led to even slower sales and a general decline including vacancies. The Redevelopment Project seeks to reverse the decline in the commercial area of Main Street by capturing the principles of smart growth and providing an attractive mixed use development as a destination with housing and adequate parking.

II. Site Condition and Design

1. **For publicly initiated or funded projects: evaluation of alternative sites, programs, and/or buildings more appropriate for the proposed project must be included in the analysis.**

The evaluation of alternative sites for a redevelopment project to revitalize Main Street would be inconsistent with the Redevelopment Plan, as the redevelopment of Main Street must take place on Main Street itself. The overall Redevelopment Project includes parcels beyond Main Street in order to accommodate enough hotel, restaurant and bar visitors and patrons, and apartment dwellers, together with students at the educational facility and visitors to the medical facility, to make the entire Redevelopment Project economically viable for both the Borough and the Redeveloper. There is no more appropriate place for the redevelopment to take place, and that is why the specific Bank Building Project under review—the sale of the Property by the Borough to the Redeveloper—is necessary. Please see also Attachment C.1. and C.2., and the Alternatives Analysis provided below in Sections III and IV.

2. **A narrative summary of one of the fully examined alternatives must include the adaptive reuse of the historic building in accordance with the *Secretary of Interior's Standards for Rehabilitation*. (<http://www.cr.nps.gov/hps/tps/secstan1.htm>) Design alternatives must explore the potential for adding floors, additions or interior alterations that might be viable while retaining the character defining features of the historic property.**

Please see the Alternatives Analysis provided below in Section III.

3. **Where complete demolition is proposed for any reason, an existing conditions assessment prepared by an architect or structural engineer who meets the National Park Service's minimum standards**

for a historic preservation specialist in the architecture or structural engineering field must be submitted. The assessment must include:

- a. **A narrative summary of recommendations in order of feasibility**
- b. **Evaluation of the architectural and structural features of the exterior and interior as well as all the environmental systems of the property**
- c. **Annotated architectural drawings and existing condition photographs of the primary building, outbuildings (if applicable), site or landscape (if applicable)**

The Bank Building Project under review is the sale of the Property. The Bank Building Project includes the preservation of the exterior of the Bank Building and the interior of the bank building will be redeveloped. The entire Police Building will be removed. Given the limited nature of the removal proposed, and the proposal to retain the exterior of the Bank Building, a structural assessment was not performed.

4. **Describe the site conditions and illustrate the status of the project site. Identify any conditions at the site that may impact the project, such as the presence of wetlands or open water, archeological resources, access/egress issues, soil conditions, etc.**

The Property is located in downtown Flemington, New Jersey and is identified as Block 22, lot 7 on the Borough of Flemington Tax Map. The Property is approximately one (1) acre and rectangular in shape with a width of 143 feet and a depth of approximately 326 feet. The western edge of the Property fronts Main Street; the Property is bordered to the north by an existing commercial property, to the east by Spring Street and to the south by Choirister Place.

The Property is previously developed and contains an existing 3 ½ story building at the northwest corner along Main Street consisting of the Police Building and the Bank Building. Other existing site features include several paved parking areas, sidewalk, landscaping, lighting, subsurface utilities and stormwater conveyance systems. The Property is currently serviced by the existing utility infrastructure surrounding the site. Services for utilities are available in the public right of way immediately adjacent to the Property including gas, water, sewer, electric and telecommunication.

The Property topography slopes down from west to east and falls approximately 11 feet from Main Street to Spring Street in an easterly direction across the site. Based on review of FEMA's flood insurance rate mapping, the Property and area immediately adjacent to the Property are outside of any defined flood zones.

The Property and areas immediately adjacent to the Property are previously developed with little pervious area. The Property is covered by approximately 91% impervious surfaces. Based on review of NJDEP mapping, no wetlands and/or environmentally sensitive areas are located on or immediately adjacent to the Property.

III. Zoning or Building Code Constraints

1. **Code constraints limiting adaptive reuse must be documented using the specific code citation and description, fully detailing the way in which the building fails to adhere to code requirements. The only current building code required for existing buildings in New Jersey is the Rehabilitation Subcode.**

(<http://www.state.nj.us/dca/codes/rehab/index.shtml>).

The applicable code is the NJUCC Rehab Sub Code. The first task when utilizing this code is to establish the extent of renovation needed to accommodate new use. NJUCC Rehab Sub code has 6 categories for classification of work, Repair, Renovation, Alteration, Reconstruction and Change of Use/Additions. In order to adaptively re-use the building to accommodate the proposed residential use (R-2) above retail use (M) requires a "Reconstruction" classification. The work involves removing all but the exterior bearing walls and roof.

The initial use was a bank and office space. The current use is a police station and jail. The interior floors and walls are wood frame bearing wall construction and as such the ground floor is divided into many small spaces. The proposed use is retail commercial which requires large open flexible spaces. Removal of all walls including structural walls will be required. In order to accommodate an open floor plan at ground level and bearing wall construction above, the following items will need to be completed.

- Removal of all interior walls and floors. Exterior walls will need to be braced for wind loads during reconstruction with a temporary steel frame. 5:23-6.8(b)9
- Exterior unreinforced masonry cannot handle shear loads. Below are two options to reinforce walls.
 - Option 1 -A new reinforced concrete vertical stair structure will be constructed and tied to the existing unreinforced brick walls with a steel frame to handle all shear and wind loads. 5:23-6.8(b)9
 - Option 2 -A new poured in place reinforced concrete frame structure will be constructed and tied to the existing unreinforced brick walls to handle all shear and wind loads. 5:23-6.8(b)9
- A new structural floor system for all floors will be required. Bearing wall loads for residential uses above will need to be transferred out to exterior leaving open plan for retail. 5:23-6.8(b)9

- The new floor system will accommodate all necessary fire ratings and sprinkler systems. 5:23-6.8(b)2.i-xvii
- The floor system will be placed at the corresponding floor levels of the new adjacent structure to facilitate the required accessibility. 5.23-6.7(k)
- The exterior walls shall comply with 5.23-6.7(e)12 for residential energy code compliance.
- All new electric systems will be provided. 5:23-6.8(d)
- All new plumbing systems will be provided. 5:23-6.8(c)
- All new HVAC systems will be provided. 5:23-6.8(e)

In summary the extensive removal described above combined with the full reconstruction and reduced yield for an adaptive re-use of this building part of which is non-contributory to the District will be very costly. Please see Section III.2.

- 2. Along with code citation, a detailed analysis of work that is required to comply with the code and a cost estimate for this work must be submitted.**

Please see Section III.1 above.

- 3. If a local zoning variance is needed to facilitate adaptive reuse, this requirement should be discussed in the analysis.**

A review of local zoning requirements and finalization of the Redevelopment Project site plans is ongoing. It is anticipated that no local zoning variances are required. The site has been designated as an area in need of redevelopment and the Redevelopment Project will conform to the adopted Redevelopment Plan.

IV. DEVELOPMENT OF ALTERNATIVES (guideline language omitted)

Alternative 1 – No Build

In this alternative, the Redevelopment Project is not constructed and nothing is developed on the Property or the adjacent properties. This alternative is contrary to the Borough's goals as set forth in the Master Plan and the Redevelopment Plan. In the absence of redevelopment, the Historic District will continue to be plagued by vacancies, disrepair and underutilization. The Property and the downtown commercial district will continue to deteriorate, resulting in closure of existing businesses and a steady decline in occupancy by both commercial and residential tenants. Importantly, any possibility to revitalize, rehabilitate and populate the remaining buildings in the Historic District will not be realized. Please see Attachment D.4. for a map demonstrating Alternative 1.

Alternative 2 – No Build on Block 22, Lot 7

In this alternative, the scope of the Redevelopment Project is reduced so that no redevelopment is located on Block 22, Lot 7 and Block 22, Lot 7 remains as is. As a result of eliminating any development on Block 22, Lot 7, approximately half of the proposed Redevelopment Project would not be constructed. The elimination of development on the Property reduces the scale of the Redevelopment Project such that only the hotel of 100 rooms, 83 residential apartments, 12,300 square feet of retail, 45,000 square feet of educational/medical space and 420 parking spaces could be constructed. The reduction of residential units from 248 to 83 and the reduction of retail/restaurant space from 48,900 square feet to 12,300 square feet would have the effect of reducing the tax benefits to the Borough by approximately 44%. Further, to take advantage of as much buildable area as possible all of the existing buildings on site will need to be demolished. Please see Attachment D.5. for a map demonstrating Alternative 2. In the event Block 22, Lot 7 is not conveyed to the Redeveloper as contemplated in Alternative 1, this Alternative 2 would be constructed.

Alternative 3 – Full Build

This alternative shows the removal of all the existing buildings on the Property and redevelops Block 22, Lot 7 and adjacent properties with the construction of approximately 255 dwelling units, a 103 room hotel, a 45,000 square foot educational/medical building, 49,000 square feet of retail space, 2,600 square feet of amenities, and 849 parking spaces. This plan allows the Borough to produce a highly integrated and highly marketable and attractive design that will achieve the goals of the Redevelopment Plan and Master Plan. However, Alternative 3 does not address the desire of the community to preserve the historic structures. Please see Attachment D.6 for a map demonstrating Alternative 3.

Alternative 4 – Adaptive Reuse

In this alternative, the exterior of the Bank Building is preserved. The interior of the Bank Building (including floors) would be removed. The one story, non-contributing additions would be removed and the building would be rehabilitated for use as retail on the ground floor, and residential apartments on the second and third floors. The new construction adjacent to the historic structure will attach internally through a hallway. The floor levels will be matched. Referencing Section III – Building Code Constraints, the floor between the retail on the ground floor and the upper residential floors would have to be non-combustible construction with a 3-hour fire separation (most likely steel and concrete). Since the unreinforced, exterior walls are not structured to accept these new loads and the interior foundations are not located to accept point loads from new support columns, a new structure within the old structure would have to be constructed. The unreinforced exterior walls would have to be reinforced internally to meet the lateral load requirements of the Building Code. New foundations would have to be constructed in the basement to accept the new interior support columns and pilasters. In this design, a new exit stairway would need to be located at the rear of the existing building and the new building behind would have to tie into the residential corridors on the second and third levels.

Most of the 19th Century windows have already been replaced on the first, second and third floors of the Bank Building. The first-floor façade (originally brick in 1897) was changed in the 1920's with the entire street level façade being modified to the current rectangular openings set into terracotta walls on a granite base. The façade was further modified and added onto on the east side in the 1950's. We are proposing the removal of the limestone base covering the original brick façade.

New fenestration will be added to accommodate the new uses. Openings on the north façade at the ground floor will be expanded to allow retail exposure to the courtyard. Additional openings will be added at the upper floors similar to the corresponding levels to get the required air and light into the dwelling units. The openings will stack and be consistent with the existing fenestration.

While the cost to the developer under this alternative is extensive and reduces the overall yield the resulting project benefits residents and the Historic District of Flemington. It is for this reason this Alternative is preferred. Please see Attachment D.7 for a map demonstrating Alternative 4.

V. Summary of Findings and Conclusion

Provide a narrative summary of the preferred alternative and full justification for its selection.

Alternatives 2, 3, and 4 are all viable projects. However, all Alternatives other than Alternative 4 require the demolition of the Bank Building and the Union Hotel. Alternative 4 meets the Borough's and the Redevelopment Project needs and objectives and complies with the Master Plan and the Redevelopment Plan. Additionally, Alternative 4 is the most appropriate design under the Secretary Standards for Rehabilitation of Historic Properties.

VI. Appendices

1. Vitae of persons involved in preparing the report

Flemington Center Urban Renewal, LLC

Jack Cust & Keith Dilgard

- Certified Public Accountant by Trade
- Founder & Former Board of Director at Multiple Banks
- Employer to 1,400+ People through a Multitude of Private Companies
- Significant Tourism Driver of Approximately 500,000 Visitors to Hunterdon County through Diamond Nation
- Developed over 1,000,000 Square Feet of Retail, Restaurant and Entertainment Venues

- Raised and Financed over \$350,000,000 in Private Development Funding

Minno & Wasko Architects & Planners

David Minno (attached)
Jack Raker

Peter Primavera Partners, LLC

Peter A. Primavera (attached)

Bohler Engineering

Keith Cahill, PE (attached)
Kyle McKenna

Szaferman Lakind, P.C.

Janine G. Bauer, Esq.

McManimon, Scotland & Baumann, LLC

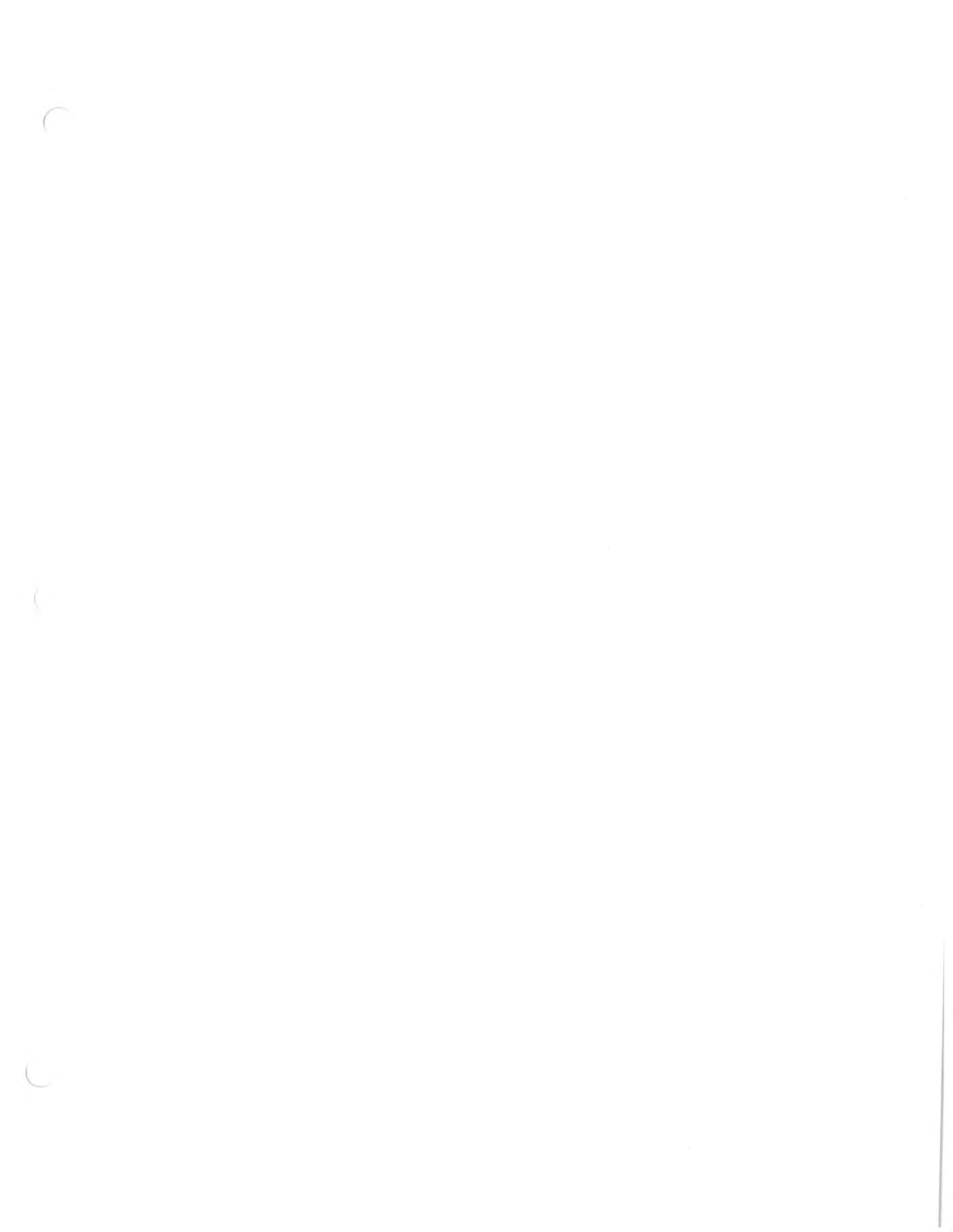
Joseph Baumann, Esq.
Tiena Cofoni, Esq.

2. All letters from code officials or others with jurisdiction in which they have presented a position or recommendation on the project.

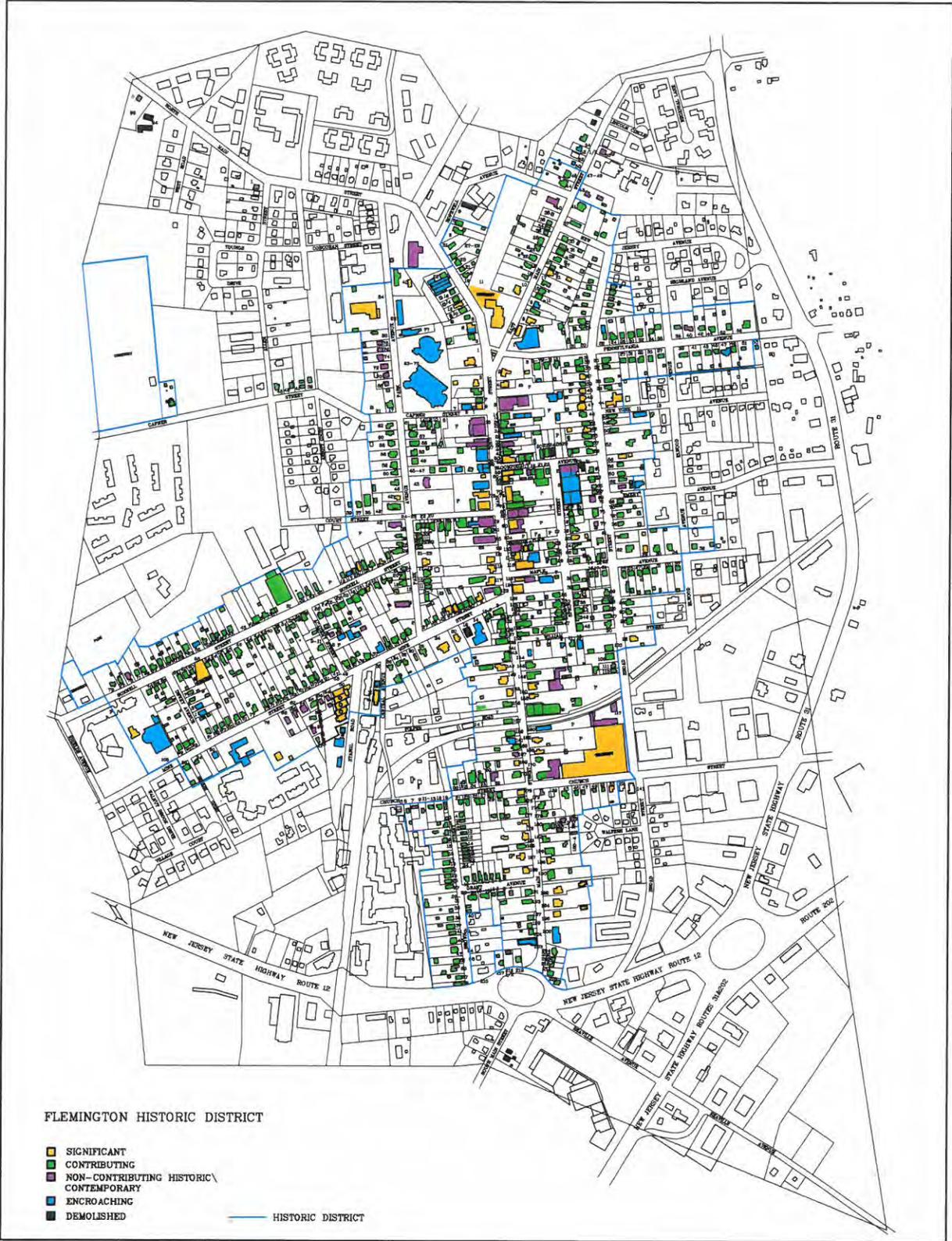
Please see Attachment C.1. for Mayor Greiner's Letter of Support for the Project (sale of the building).

3. All comments received from interested parties including municipal historic preservation commissions, historical societies, and/or organizations that have a statewide interest in the protection and preservation of cultural resources.

Please see Attachment D.8.c. for excerpts from the Borough's website, a May 21, 2017 NJ.com article, the pages from the Friends of Historic Flemington website, pages from the National Trust for Historic Preservation, public statement from the Flemington Historic Preservation Commission and the Preservation New Jersey 10 most endangered list.



Attachment D.1.
Historic District Map



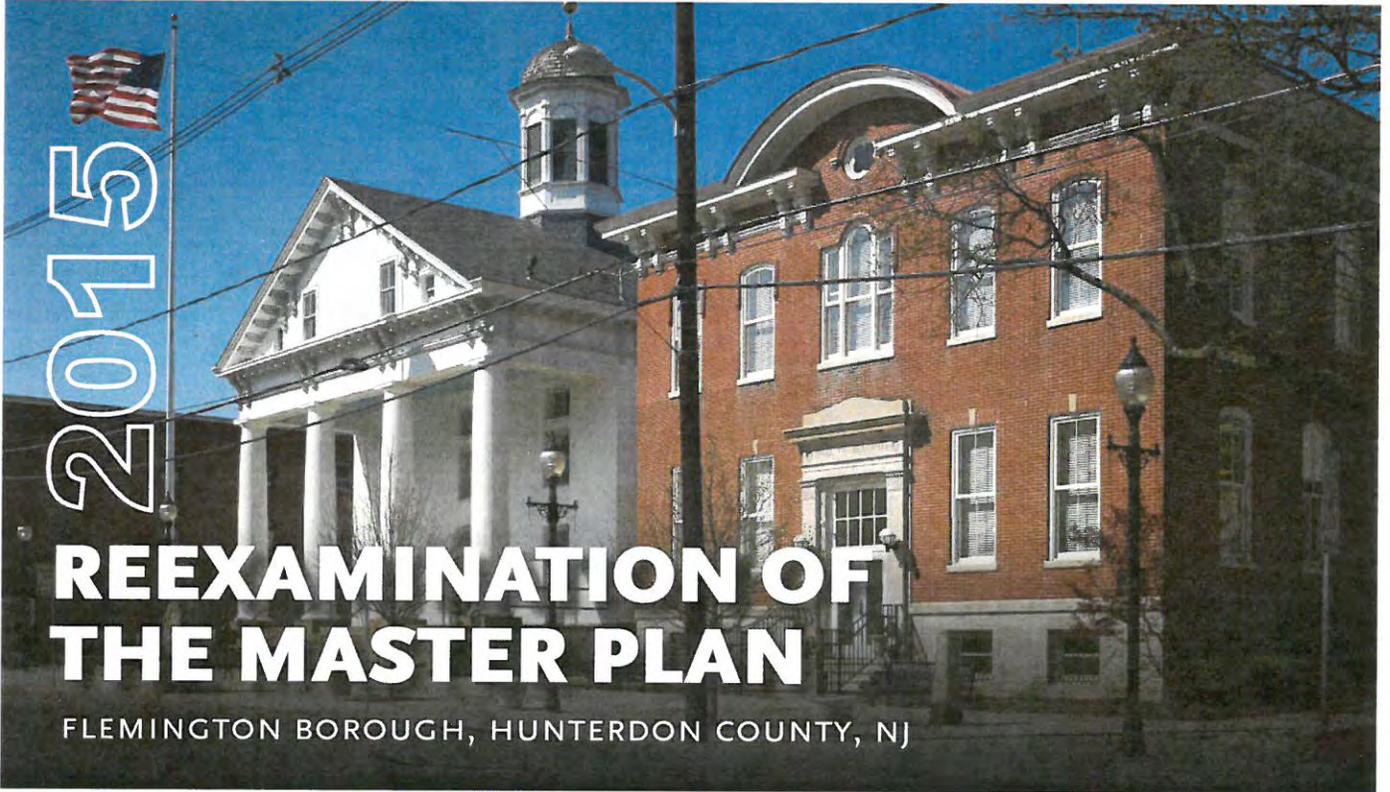
2010 FLEMINGTON MASTER PLAN UPDATE

Historic District

Flemington Borough, Flemington County, NJ - May 2010



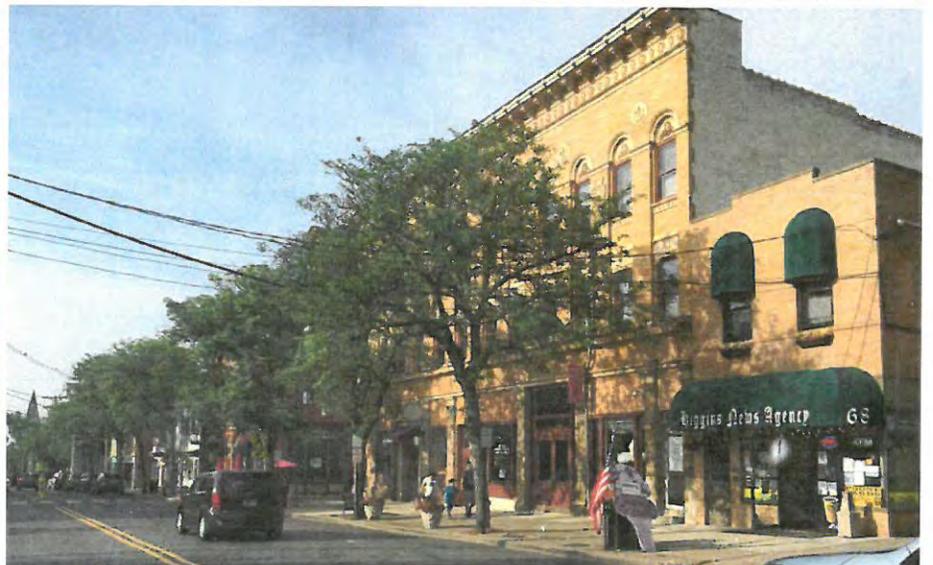
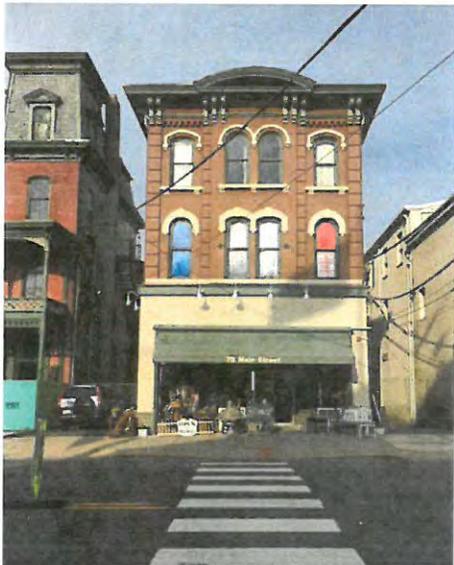
Clarke Caton Hintz
Architecture
Planning
Landscape Architecture



2015

REEXAMINATION OF THE MASTER PLAN

FLEMINGTON BOROUGH, HUNTERDON COUNTY, NJ



2015 Reexamination of the Master Plan

Flemington Borough, Hunterdon County, New Jersey

Adopted August 24, 2015

2015 Planning Board

Todd Cook, Chair
Susan Engelhardt, Vice Chair
Phil Greiner, Mayor
Carla Tabussi, Mayor's Designee
Mary Melfi
Joey Novick, Councilman
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Prepared for the Flemington Borough Planning Board by

Clarke Caton Hintz

Elizabeth McManus, PP, AICP, LEED AP

Randy Fixman



NJ PP #5915



A signed and sealed version of this report is available at the Flemington Borough municipal building.

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1. INTRODUCTION

The municipal Master Plan is a document, adopted by the Planning Board, which sets forth the policies for land use as envisioned by the municipality. The Master Plan is the principal document that addresses the manner and locations in which development, redevelopment, conservation and/or preservation occur within a municipality. It is intended to guide the decisions made by public officials and those of private interests involving the use of land. Through its various elements, the Master Plan sets out a vision for the community in the coming years.

The Master Plan forms the legal foundation for the zoning ordinance and zoning map. New Jersey, among a handful of other states, specifically ties the planning of a community as embodied in the Master Plan with the zoning ordinance and zoning map. The zoning ordinance and map, which are adopted by the Borough Council, constitute the primary law governing the use of land at the local level. Under New Jersey's Municipal Land Use Law N.J.S.A. 40:55D-1 et seq., (hereinafter "MLUL") a zoning ordinance must be substantially consistent with the land use plan.

A Reexamination Report is a review of previously adopted Master Plans, amendments and local development regulations to determine whether the ideas and policy guidelines set forth therein are still applicable. Under the Municipal Land Use Law, the Planning Board must conduct a general reexamination of its Master Plan and development regulations at least every ten years. Additionally, the Municipal



Main Street Clock, Flemington (Clarke Caton Hintz)



Library, Main Street, Flemington (Clarke Caton Hintz)

Land Use Law now includes a waiver provision, where a municipality may waive the reexamination requirement through a determination by the State Planning Commission and the municipal Planning Board that the municipality is built-out, defined as there being no significant parcels, whether vacant or not, that currently have the capacity to be developed or redeveloped for additional use of the underlying land.

Five specific topics are to be considered in the Reexamination Report. These are:

- a. *The major problems and objectives relating to land development in the municipality at the time of the adoption of the last reexamination report.*
- b. *The extent to which such problems and objectives have been reduced or have increased subsequent to such date.*
- c. *The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition and recycling of designated recyclable materials, and changes in state, county and municipal policies and objectives.*
- d. *The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.*
- e. *The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et al.) into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.¹*

A Reexamination Report may contain recommendations for the Planning Board to examine certain land use policies or regulations or even prepare a new Master Plan. Alternatively, "if the recommendations set forth in the Reexamination Report are themselves substantially in such form as might or could be set forth as an amendment



Main Street, Flemington (Clarke Caton Hintz)

¹ N.J.S.A. 40:55D-89

or addendum to the Master Plan, the reexamination report, if adopted in accordance with the procedures [prescribed by the MLUL for adoption of a Master Plan], may be considered to be an amendment to the Master Plan.”²

This Reexamination Report includes all of the required components pursuant to the Municipal Land Use Law. Section II herein identifies the master plan elements and reexamination reports previously adopted by Flemington. Section III identifies major problems and objectives at the time of adoption of the 2007 Reexamination Report and the extent to which they have changed. Section IV identifies relevant changes in assumptions, policies and objectives at the local, county and state levels. Lastly, Section V provides recommendations.

A reexamination of the master plan is an opportunity to evaluate the status of existing policies, in light of recent conditions, and to provide necessary direction for future planning efforts. This reexamination report addresses those topics that have arisen since the Borough’s last Master Plan in 2010. The most significant topics include recommendations for the reuse, redevelopment, or revitalization of the Borough’s commercial districts, including but not limited to downtown and the Borough’s southwest corner.

Flemington’s last Master Plan was adopted on June 7, 2010. Although the Municipal Land Use Law requires that Master Plan reexaminations take place at intervals no greater than 10 years, there is no prohibition on the adoption of such reports on a more frequent basis.

1. Public Participation

It is essential that an evaluation of Flemington’s land use policies and the direction of the Borough involve the people who live and work there. The Planning Board Reexamination Report Subcommittee, with input from the full Planning Board, Borough Council, and the Flemington Business Improvement District (BID), identified key stakeholders among the Borough’s residents and municipal operations, as well as business, arts, religious, and land use communities, to interview for their input on the future of Flemington. On May 7, 2015, over 40 stakeholders were interviewed at Borough Hall in over 29 sessions. Additional telephone interviews were subsequently held with another half dozen stakeholders. Each stakeholder was asked four questions over an approximate 20 minute session.

The stakeholders provided thorough and diverse opinions about Flemington’s land use policies and direction. Overall, stakeholders enjoy living and/or working in the Borough and want to see a vibrant downtown with more pedestrian activity. The stakeholder input informs the findings

² New Jersey Zoning & Land Use Administration, Cox & Koenig, 2013 Edition, p. 965.

throughout this Reexamination Report, including the recommendations. Below is a brief summary of responses to each question.

1) *What is your vision of Flemington? What does a successful, attractive, and vibrant Flemington look like?*

Many stakeholders envision Flemington as a safe, vibrant, historic, and attractive mixed-use destination that has numerous restaurants (including those serving alcohol), diverse retail, and arts and cultural opportunities (particularly a theater) in the downtown. Many also cited pedestrian and bicycle-friendly streets and a downtown that offered activities for people of all ages. Those who cited an example town that should serve as inspiration for the Borough frequently chose Lambertville, but also New Hope, Somerville, and Doylestown.



Lambertville, New Jersey (Clarke Caton Hintz)



Doylestown, Pennsylvania (ilovebobbys.com)



Somerville, New Jersey
(<https://alojedaphotography.wordpress.com>)

2) *What are Flemington's strengths and opportunities?*

Stakeholders cited many strengths but the most common were that Flemington is a small town that is walkable and compact, safe, has adequate downtown parking, a great school system, and historic architecture. Several interviewees also cited the Stangl Factory complex and the ability to shop locally as a strength. Opportunities identified include 90 Main, the Cut Glass site, and the Union Hotel. People also viewed the Borough's status as the seat of Hunterdon County as strength.

3) *What are Flemington's challenges to success?*

The most commonly cited challenge were downtown vacancies, especially the Union Hotel, and limited evening hours of existing downtown business. Liberty Village's struggling store activity was also identified as a challenge. Additional common concerns with Flemington were an aging population, difficulty attracting young people (millennials), people loitering downtown, perceived crime, unmaintained rental units, and a lack of liquor licenses. People also noted that Flemington lacks recreational and other activities, especially for children. Wayfinding around the Borough could also be improved.



Former 123 Main Street Restaurant, Flemington (Clarke Caton Hintz)

Stakeholders also discussed a perception that the Borough is not friendly to business and they cited the need for a stronger vision for the future and a more efficient and streamlined development approvals process.

4) *What changes are necessary for Flemington to realize your vision?*

Stakeholders called for more restaurants, particularly those with outdoor dining, brewpubs, a bar, and more places serving alcohol in general. Other interviewees said the Borough needs to attract residents with luxury apartments and more vibrant and active downtown uses and activities. Stakeholders frequently said additional residential



Liberty Village, Flemington (Mary Melfi)

density and building heights would help achieve their vision, provided the buildings were attractive and sensitive to the Borough's historic character and existing residential neighborhoods. Many interviewees called for a return of commuter train service to Flemington. Regarding the development process, some called for the Borough to be more business-friendly. Suggested changes to make the Borough more business-friendly include:

streamlining the planning board process and having more flexible regulations, particularly for small applications. At a broader municipal level, several stakeholders would like to see Flemington and Raritan Township services and municipalities merge.

Consistent with stakeholders' responses to Question 3, opinions on the Union Hotel varied. Some respondents felt demolition should be considered due to the building's deterioration and time necessary to perform adaptive reuse, while others felt the hotel's redevelopment was vital to the Borough's success and their vision.

2. PAST PLANNING EFFORTS

1. 1997 Master Plan

The Planning Board of the Borough last adopted a Master Plan on July 29, 1997 consisting of several chapters, or elements (including background studies). These include Goals and Objectives, Existing Environmental Factors, Analysis of Existing Land Use, Analysis of Existing Zoning, Existing Utility Services, Community Facilities Plan, Open Space and Recreation Plan, Land use Plan, Housing Plan, Circulation and Parking Plan, Historic Preservation Plan, Recycling Plan and an Analysis of Consistency with other Planning Documents. In addition to the general statement of goals and objectives included in the first section of the 1997 Master Plan, more specific goals and objectives are included as recommendations within particular elements of the 1997 Master Plan. The progress to date regarding the goals and objectives from the 1997 Master Plan is discussed under Section III, below.

2. 1999 Reexamination Report

In 1999, the Borough adopted a Reexamination Report that reviewed the goals and objectives for development, as well several obstacles to development that were identified in the 1997 Master Plan. The 1999 Reexamination Report also examined the worsening of several problems related to traffic congestion and recommended that the Circulation Element of the Master Plan be revised to address the need for a traffic light at Church Street and Broad Street, the creation of a Route 202 bypass road, the need for control of access along Reaville Avenue and Route 202, and establishing an appropriate right-of-way width along Reaville Avenue.

3. 2001 Center Designation Report

In 2001, the Borough submitted a report petitioning the State Planning Commission (now the Office of Smart Growth) to amend the State Plan policy map to designate Flemington as a Regional Center. In December 2001, the petition was approved, although the Borough was designated as a Town Center rather than a Regional Center. The 2001 Center Designation report discusses the Borough's planning goals and objectives and its relationship to State Plan policy objectives, provides population and employment estimates, analyzes local resources and development capacity, and provides a detailed Planning Implementation Agenda (PIA).

The Planning Implementation Agenda was updated in 2004 and in October, 2006 a report was submitted to the Office of Smart Growth regarding the status of all planning activities since the Borough's designation as a Town Center in 2001.

4. 2003 Land Use Plan Amendment

In July 2003 the Borough amended the Land Use Element of the Master Plan to revise the land use classification of an area at the corner of Walter Foran Boulevard and Main Street. With the realignment of Main Street and Walter Foran Boulevard, this intersection became more heavily utilized. The current Townhouse (TH) land use designation was inappropriate because it did not recognize the increased traffic passing by the site and the size of the lot. Accordingly, the Land Use Plan was amended to change the designation of this area to PO Professional Office land use.

5. 2005 Housing Element and Fair Share Plan (Third Round Version 1)

In response to the adoption of the “third round” rules regarding affordable housing by the New Jersey Council on Affordable Housing (COAH) in December 2004, the Planning Board adopted a Housing Element and Fair Share Plan in November 2005. This Plan satisfied an 11 unit rehabilitation obligation, 45 unit prior round obligation, and 25 unit third round obligation. It was submitted to COAH in December 2005 with a request for substantive certification.

6. 2007 Reexamination Report

In 2007, the Borough adopted a Reexamination Report that reviewed the goals and objectives for development, including revitalization of the Downtown Business District and discouraging the conversion of single-family homes to two or more units. Downtown revitalization recommendations addressed reuse, parking, streetscaping, historic preservation, and economic development.

7. 2008 Amended Housing Element and Fair Share Plan (Third Round Version 2)

Subsequent to the New Jersey Appellate Court decision overturning COAH's 2004 third round rules, COAH adopted version 2 of its third round rules in 2008. In response, the Flemington Planning Board adopted its amended Third Round Housing Element and Fair Share Plan on December 17, 2008 to address a 17 unit rehabilitation obligation, 38 unit prior round obligation, and 21 unit third round obligation. The Plan received substantive certification on April 8, 2009.

8. 2010 Master Plan

In 2010, the Borough adopted a Master Plan that, overall, maintained the 2007 Reexamination Report's recommendations. The Plan stressed the importance of finding a new use for the vacant Union Hotel to revitalizing the Downtown. Additional goals include protecting residential districts while integrating them with commercial areas, encouraging sustainable building

practices and technologies, and advocating for the return of passenger rail service to the Borough. The Plan also recommends several zoning changes to encourage mixed residential and commercial uses.

9. 2010 Historic Preservation Ordinance

The Borough's Land Development Ordinance sets forth standards in §1631 for review of development applications or permits affecting historic districts or landmarks. The Historic Preservation Commission prepared a Historic Preservation Ordinance that amended §1631 by incorporating more detailed design guidelines and by providing other updates to the existing regulations. The Ordinance includes the Secretary of the Interior's Standards for Rehabilitation. The Borough Council passed Ordinance 2010-17 in November 2010.

10. 2011 Sustainability Element

The Borough adopted the Green Building and Environmental Sustainability Element in June 2011. The overarching intent of the Element is to ensure that public and private planning and development in Flemington is done such that future generations enjoy the same or more opportunities in terms of housing options, access to open space and the local ecology, vibrant community life, and environmental health. The Element contains nine goals that address ways in which Flemington can become more sustainable. These goals address topics such as, but not limited to, center-based development, local food, complete streets, green infrastructure, and sustainable energy.

3. RELEVANT CHANGES IN ASSUMPTIONS, POLICIES & OBJECTIVES AT THE LOCAL, COUNTY AND STATE LEVELS (40:55D-89.c)

Several state, regional, county and local planning events have occurred subsequent to preparation of the 2010 Master Plan. The following section identifies the changes in assumptions, policies and objectives that have occurred and the impact on land use and planning policies in Flemington Borough.

1. Permit Extension Act

In response to the “Great Recession”, which is defined as the period from December 2007 through June 2009, the Permit Extension Act was signed into law July 2008. It was extended three times with the most recent extension signed in December 2014. The Act suspends the tolling period for most state, county, and local permits and approvals in existence on or after January 1, 2007 through December 31, 2015, except that no tolling period shall extend beyond June 30, 2016. There are several exceptions to the Act, including but not limited to federal permits, permits for development in the Meadowlands and environmentally sensitive areas (Planning Area 4B, 5 or critical environmental sites as defined by the 2001 State Development and Redevelopment Plan). The recent extension also does not apply to Flood Hazard Permits.

2. Time of Application Law

The “Time of Application” Law was signed on May 5, 2010 and took effect on May 5, 2011. The effect of this statutory change is that the municipal ordinance provisions that are in place at the time an application for development is filed are those which are applicable, regardless of whether or not an ordinance is amended subsequent to such an application. This is a departure from previously established case law, where courts in New Jersey have consistently held that the ordinance that is in place at the “time of decision” (the moment the Planning Board or Zoning Board of Adjustment votes on the application) is the law that applies to the application.

This provision raised many concerns with municipalities. Principal among these is whether the new law provides opportunities for developers to have their development rights “locked in” by submitting applications that are incomplete. The Borough revised the Land Use Regulations to revise the definition of “application for Development” to state that the documents required for approval is defined as all of the required information within the relevant development application checklists unless waivers for such information have been granted by the Board having jurisdiction. This amendment requires that a complete application be submitted by an applicant prior to “locking in” the current municipal ordinance provisions.

3. Renewable Energy Legislation

The New Jersey Legislature has been active since the 2009 Reexamination Report legislating to facilitate the production of alternative forms of energy. The following three new statutes, in particular, have changed the way alternative energy can be produced in New Jersey.

- **Industrial Zones.** The Municipal Land Use Law was amended March 31, 2009 to pre-empt local zoning authority and to permit, by right, solar, photovoltaic, and wind electrical generating facilities in every industrial district of a municipality. To be eligible for this permitted use, a tract must be a minimum size of 20 contiguous acres and entirely under one owner. Accordingly, this use may be permitted in some of the Borough's larger industrial areas but may require lot consolidation in order to achieve the 20 acre minimum lot size.
- **Inherently Beneficial Use.** The Municipal Land Use Law was amended to define inherently beneficial uses and to include solar, wind and photovoltaic energy generating facilities in the definition.
- **Solar Not Considered Impervious.** On April 22, 2010 an act exempting solar panels from being considered impervious surfaces was signed into law. This bill exempts solar panels from impervious surface or impervious cover designations. It mandates that NJDEP shall not include solar panels in calculations of impervious surface or impervious cover, or agricultural impervious cover and requires that municipal stormwater management plans and ordinances not be construed to prohibit solar panels to be constructed and installed on a site.

4. Wireless Telecommunications Facilities

There have been two changes to regulation of wireless telecommunication facilities. The first, a federal law, prohibits municipalities from denying a request by an "eligible facility" to modify an existing wireless tower or base station if such a change does not "substantially change" the physical dimensions of the tower or base station. The term "substantial change" is not defined by the law. Until regulation or case law is issued on this topic, Flemington will need to carefully interpret this on a case by case basis.

The second regulatory change is an amendment to the Municipal Land Use Law, *N.J.S.A. 40:55D-46.2*. This new section states applications for collated equipment on a wireless communications support structure shall not be subject to site plan review provided three requirements are met: 1) the structure must have been previously approved; 2) the collocation shall not increase the overall height of the support structure by more than 10 percent, will not increase the width of the support structure, and shall not increase the existing equipment compound to more than 2,500 square feet; and 3) the collocation shall comply with all of the terms and conditions of the original approval and must not trigger the need for variance relief.

5. Open Space Preservation

In November of 2014 New Jersey voters approved, via referendum, a constitutional amendment that will dedicate money from a business tax toward open space preservation. While it has not yet been decided how these funds will be allocated, the referendum will lead to a continuous funding stream for open space preservation and stewardship.

6. Hunterdon County Comprehensive Economic Development Strategy (CEDS)

The Hunterdon County CEDS plan was adopted and approved by the Federal government in the spring of 2015. Findings from research and public participation were compiled into a Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis and recommendations are provided to address those findings. Many of these recommendations are directly applicable to the Borough.

The key recommendations from the document, below, are consistent with Flemington's historic pattern of development and land use policies. Notwithstanding, with the exception of promoting commuter rail in Flemington, the recommendations are not specific to the Borough. See also the Changing Demographics item in this section for a discussion of the County's findings on demographics.



CEDS Plan Potential Development, Flemington (Hunterdon County)

- Repurposing vacant and underutilized commercial and industrial properties will provide additional housing (affordability) and jobs (ratables).
- Implement transportation projects leading to the provision of public transit, addressing affordability challenges and automobile-dependency.
- Create a friendlier business environment through the provision of quality and adequate capacity infrastructure (water/sewer/broadband/electric redundancy) and workforce training, ensuring a healthier Hunterdon County labor supply.
- Channel development to appropriate areas, focusing on “centers of development,” maintaining and improving Hunterdon County’s current quality of life and rural atmosphere.
- Encourage collaboration and cross-education, communication, and sharing of information within the county and between municipalities creating a collective impact.

- Foster local economic development by enhancing the tourism industry in Hunterdon County through its cultural, recreational, historic, and agricultural assets.

7. State Development and Redevelopment Plan

In March, 2001 a new State Development and Redevelopment Plan was adopted by the State Planning Commission. As with the first State Plan (adopted in 1992), the 2001 State Plan delineated a series of Planning Areas based on natural and built characteristics and sets forth the State's vision for the future development of those areas. The five Planning Areas (listed in descending order from the most developed to the least developed condition) include the Metropolitan Planning Area (PA1), Suburban Planning Area (PA2), Fringe Planning Area (PA3), Rural Planning Area (PA4) and Environmentally Sensitive Planning Area (PA5).

In April 2004, the State Planning Commission released a Preliminary Plan proposing amendments to the 2001 State Plan, triggering a third round of the State Plan Cross-Acceptance process. While significant input was gathered from municipalities and Counties during the Cross-Acceptance process, this Plan was never adopted.

Rather, a new State Plan, the State Strategic Plan: New Jersey's State Development & Redevelopment Plan, was drafted and released in 2012. This draft State Plan takes a significantly different approach than the 2001 State Plan with the elimination of Planning Areas in favor of "Investment Areas". The Plan identifies four investment areas to be used for identifying locations for growth, preservation and related investments (listed in descending order from the most developed to the least developed condition): Priority Growth, Alternate Growth, Limited Growth and Priority Preservation. The locations of the Investment Areas are determined not by a State Plan Map, as in the past, but by a criteria-based system applied during State agency decisions on investments, incentives and flexibility on State land use regulations, programs and operations.

After a series of public hearings at various locations throughout the State, the 2012 Plan was scheduled for adoption by the State Planning Commission on November 13, 2012. However, the adoption was delayed to further refine the Plan and to better account for the impact of Superstorm Sandy which occurred on October 30, 2012. No Plan revisions have been released to date and no further public hearings on the Plan have been scheduled. Until such time as a new State Plan is adopted, the 2001 State Plan remains in effect. The Borough will monitor the State's efforts toward adopting a new State Plan and respond accordingly.

8. Affordable Housing

On December 11, 2008 Flemington Borough adopted a revised Third Round Plan that addressed the Borough's affordable housing obligation under COAH's 2008 third round rules. The Borough received third round substantive certification for this plan in 2009.

The 2008 COAH rules were challenged in an Appellate Court Case. On October 8, 2010, the Appellate Court invalidated several key provisions of COAH's rules, including the revised "growth share" approach. The Court directed COAH to revise its third round methodology and regulations by March 8, 2011 using a methodology substantially similar to COAH's first and second round methodologies. Subsequent delays in COAH's rule preparation and ensuing litigation led to the NJ Supreme Court, on March 14, 2014, setting forth a schedule for adoption of COAH's rules.

Although ordered by the NJ Supreme Court to adopt revised new rules on or before October 22, 2014, the Council on Affordable Housing ("COAH") deadlocked 3-3 at its October 20, 2014 meeting and failed to adopt new rules. This put COAH in violation of the Supreme Court's Order. A motion in aid of litigant's rights was filed with the NJ Supreme Court.

On March 10, 2015, the Supreme Court issued a ruling on the Motion In Aid of Litigant's Rights filed by Fair Share Housing Center ("FSHC") (In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing). This long-awaited decision provides a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans (housing plans) from COAH to designated Mount Laurel trial judges. The implication of this is that municipalities may no longer wait for COAH to adopt third round rules before preparing new third round housing plans and municipalities must now apply to Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial judges, likely with the assistance of an appointed Special Master to the Court, will review municipal plans much in the same manner as COAH previously did. Those towns whose plans are approved by the Court will receive a Judgement of Repose, the court-equivalent of COAH's substantive certification.

The decision established a 90-day transitional period starting the day of the decision, during which municipalities may prepare materials and data to demonstrate to the Courts that they are satisfying their Mt. Laurel obligation of creating a realistic opportunity for affordable housing. The Court indicated that during this 90 day period, COAH may re-establish control over the process by adopting 5:98 and 5:99 into law. The decision also requires that the Courts and municipalities calculate their 1999 to 2025 affordable housing obligations using the first and second round methodologies.

In addition to judicial activity, there have been a number of efforts at statewide affordable housing reform over recent years. The most significant occurred on July 17, 2008, when Governor Corzine signed P.L. 2008, c.46, known as the “Roberts Bill”, which amended the Fair Housing Act in a number of ways.

Key provisions of the Roberts bill include the following:

- Eliminated regional contribution agreements (“RCAs”);
- Added a requirement for 13% of third round affordable housing units to be restricted to very low income households (30% or less of median income);
- Established a statewide 2.5% nonresidential development fee instead of a nonresidential growth share delivery obligation for affordable housing; and
- Established a requirement that development fees be committed for expenditure within four years of being received by the municipality.

In addition, on July 27, 2009, Governor Corzine signed the “NJ Economic Stimulus Act of 2009”, which instituted a moratorium on the collection of nonresidential affordable housing development fees set forth by the “Roberts Bill”. The moratorium has been extended to nonresidential property which had site plan approval prior to July 1, 2013 and a permit for the construction of the building prior to January 1, 2015.

In light of the “Roberts Bill”, on or about July 17, 2012 Governor Christie anticipated recouping \$140 million for the 2013 budget from uncommitted monies in municipal affordable housing trust funds which are four years old or older. However, on July 17, 2012 the Appellate Division issued an Order that outlined a process for municipalities to resolve disputes with COAH over their trust funds. In light of the March 10, 2015 Supreme Court decision to transfer responsibility to review and approve housing elements and fair share plans (housing plans) from COAH to designated Mount Laurel trial judge, on April 9, 2015 the Appellate Division issued a decision that transferred responsibility of review and approval of spending plans from COAH to designated Mount Laurel trial judges and it also enjoined COAH or any other part of the executive branch from engaging in any further attempt to seize affordable housing trust funds.

9. VAS – Village Artisan Shopping District

The Borough created the VAS District in 2011 to encourage small businesses such as craft and artisan stores in a destination-oriented shopping area that is more inviting to pedestrians than typical highway commercial development. This area includes the small businesses along Stangl Road, Liberty Village Premium Outlets, Turntable Junction, Feed Mill Station, and Paradise Golf Center (located on the south side of Route 12).

10. ROSH – Redevelopment Office/Senior Housing Overlay District

Flemington created the Redevelopment Office/Senior Housing Overlay District in 2011 to promote pedestrian-oriented assisted living, senior housing, and amenities and services oriented toward these uses. The District covers several lots near the northern border of the Borough around Hopewell Avenue and North Main Street.

11. Sustainability Ordinances

In 2012, Flemington enacted several ordinances to support the Sustainability Element by encouraging the use of sustainable practices and technologies. These include for locally-sourced food, solar facilities, circulation, impervious surfaces, landscaping, lighting, mandatory recycling, and the location and maximum area of animal enclosures.

Food-related initiatives include specifically permitting farmer’s markets, community gardening, and growing food for resale. Community gardens and solar facilities are permitted in all districts while farmer’s markets and commercial agriculture are permitted in all commercial districts except the TC and O/SS Districts.



Flemington Women's Club, Flemington (Clarke Caton Hintz)

The ordinance also enacts standards to better promote people walking and biking in the Borough. These include sidewalk passing areas for wheelchairs, internal sidewalks in commercial developments that also connect with surrounding uses, using permeable pavement where appropriate, shared parking where appropriate, bicycle parking, bicycle lanes, and prohibiting the creation of cul-de-sacs.

Impervious surface requirements in the ordinance include requiring large developments that disturb at least 2,000 square feet or increase impervious coverage by than at least 200 square feet to abide by a 20% reduction in the permitted impervious coverage unless specific runoff-reducing stormwater management techniques are enacted. Green roofs are exempt from impervious calculations for all developments.

The ordinance’s landscaping standards include prohibiting invasive species in recreational open spaces, requiring rain sensors for watering systems, and encouraging the use of native plants.

12. Union Hotel Redevelopment Plan

In October 2010, the Borough Council approved the Union Hotel Redevelopment Plan. The Union Hotel Redevelopment Committee, appointed by the Borough Council, identified a restaurant, bar, hotel, banquet hall, and multi-unit housing as the most economically viable uses for the long-term, financially stable operation of the property. However, all permitted uses in the Downtown Business District (DB), plus mixed uses and structured parking, are permitted within the redevelopment area. To maintain the historic character of the building, the Plan permits limited addition and demolitions to the structure. The Plan is an overlay zone within the DB District.



Union Hotel, Flemington (Clarke Caton Hintz)

In March 2014, the Borough Council amended the Redevelopment Plan to expand the redevelopment area. The expansion, which includes the Team Capital Bank and the Flemington Choir School buildings, is intended to promote vibrant mixed-use development adjacent to the Union Hotel and overall economic development along Main Street. The Plan remains an overlay zone within the DB District.

The Borough selected a redeveloper for the Hotel; however, project costs and other concerns have stalled redevelopment efforts.

13. Complete Streets

In November 2013 the Borough adopted a Resolution “Establishing a Complete Streets Policy for the Borough of Flemington”. Complete Streets are roadways designed to enable safe and convenient access for all users, including motorists, pedestrians, bicyclists, children, seniors, persons with physical challenges, movers of commercial goods, and users of public transportation. This generally means complete streets include space for vehicles (vehicle lanes), pedestrians (sidewalks), bicyclists (bike lane or shared vehicle lane) and any mass transit (bus shelters). The Borough adopted the resolution, finding that promoting pedestrian, bicycle, and public transportation travel as alternatives to the automobile promotes healthy living, reduces negative environmental impacts and is less costly to the commuter. The resolution calls for new construction and reconstruction (excluding maintenance) undertaken by the Borough to be

designed and constructed as "complete streets" whenever feasible and subject to the following conditions:

- a. Pedestrian and bicycle facilities shall not be required where they are prohibited by law.
- b. Public transit facilities shall not be required on streets not serving as transit routes and the desirability of transit facilities shall be determined on a project specific basis.
- c. In connection with any project, should the cost of pedestrian, bicycle and/or transit facilities cause an increase project costs consisting of local tax dollars by 10% or greater, as determined by engineering estimates, the project must be approved by a majority vote of the governing body prior to bidding of the project.
- d. Complete streets facilities shall not be required where significant adverse environmental impacts outweigh the positive effects of the infrastructure.
- e. The character of the particular road shall be considered in connection with the implementation of the complete streets policy.



*Example complete street, Charlotte, North Carolina
(smartgrowthamerica.org)*

14. Global Agway Redevelopment Area

In April 2014, the Borough Council designated the Global Agway site, and limited surrounding properties, as an area in need of redevelopment. This Redevelopment Area is primarily composed of vacant commercial and industrial buildings. The largest portion of the Redevelopment Area, Block 14, Lot 1, previously received approval for retail uses. A Redevelopment Plan for this area has not yet been prepared or adopted.

15. Flemington Business Improvement District (BID)

The Flemington Business Improvement District (BID) was established in 2011 with the goal of promoting development in Flemington's commercial areas.³ While documents produced by the BID are not adopted by the Borough, they can provide a valuable perspective for revitalizing Flemington's commercial districts.

³ <http://www.downtownflemington.com/pub/org/organization>, accessed June 26, 2015.

15.a) 2012 Market and Feasibility Analysis

The Market and Feasibility Analysis focused on revitalization opportunities in downtown and asserted that a rejuvenated Union Hotel with a restaurant and hotel use would be the strongest catalyst to revitalizing the area. The report also identified demand for complementary uses such as outdoor dining, event spaces, and a boutique movie theater. In addition, the report identified demand for a small performance venue to host speakers, presentations, and small music shows. The findings state that Flemington has demand for new restaurants and certain retail uses. It also finds that there is demand for townhouse, apartment and upscale condominium units.

15.b) 2014 Downtown Strategic Plan

The Flemington BID's Downtown (Strategic Plan) uses the development opportunities and demands identified in the 2012 report to recommend development options, including uses and layout, for seven (7) sites in the Borough. More broadly, the Plan proposes a revitalized downtown area with a mix of restaurants, amenities, boutique stores, art studios, public gathering spaces, condos, and apartments. The Strategic Plan also proposes zoning changes, a circulation plan, and design guidelines for streetscaping, wayfinding, complete streets, and green infrastructure to help make downtown more inviting and sustainable. These seven (7) sites and the appropriateness of the Plan's recommendations are analyzed in Section 4 herein. This Reexamination Report, in Section 4, also addresses the Strategic Plan's recommendations regarding bicycle routes, transit access, and streetscape design.



Mixed use building at Main Street and Bloomfield Avenue, Flemington (Clarke Caton Hintz)

16. Changing Socioeconomic, Real Estate, & Industry Trends

The Hunterdon County Comprehensive Economic Development Strategy (CEDS) provides an analysis of key socioeconomic, real estate, and industry trends (as well as analysis of other topics) facing the County. Its key findings include the following:

- Flat population and household growth;
- Rise in non-family households;

RELEVANT CHANGES IN ASSUMPTIONS, POLICIES & OBJECTIVES

- Growth in age cohorts most likely to increase housing demand for smaller units (55-64);
- The number of young families and families with children in declining in Hunterdon County.
- High office vacancy rate;
- Rising median home sale and rental prices;
- Healthcare and social assistance industry will continue to grow;
- Lower wage occupations are growing fast.
- The decline in corporate campuses is evident as large employers downsize or leave the County. Large office spaces left behind will need to be repurposed or demolished.

Flemington is generally consistent with these County trends. However, there are important exceptions, including Flemington’s approximate 8% population growth from 2000 through 2013 (note that housing units increased only 4% during this time) and Flemington’s growth in family households with children grew significantly – from 27% in 2000 to 40% in 2013.

The increase in population and families with children in Flemington shows that the Borough is a desirable place to raise children. However, it is important to note the only age cohorts to increase their share of the population between 2000 and 2013 were the very young (0-5) and baby boomers (55-64). The Planning Board can address these local and county trends by making the Borough attractive to young adults and providing housing for an aging population by encouraging housing such as townhomes and multifamily units that are well-suited to these age groups. Additionally, the Borough is becoming more demographically diverse. The Hispanic population experienced the largest growth – 11% in 2000 grew to 28% in 2013. Another significant change includes an increase in Asian residents – 4% in 2000 grew to 12% in 2013. Other growth occurred in Native Hawaiian and other Pacific Islanders and in those that reported “other”.

The following tables provide a summary of demographic trends in the Borough.

Population & Household Characteristics		
	2000	2013
Total Population	4,200	4,559
Race		
White	90%	78%
Asian	4%	12%

RELEVANT CHANGES IN ASSUMPTIONS, POLICIES & OBJECTIVES

Population & Household Characteristics		
	2000	2013
Black or African American	4%	4%
Native Hawaiian and Other Pacific Islander	0%	4%
Other	2%	6%
Hispanic or Latino (of any race)	11%	28%
Family Households with Children	27%	40%
Average Age	34.9	35.6
Age Groups		
Under 5	7.0%	11%
5-14	12%	11%
15-24	12%	11%
25-34	19%	16%
35-44	18%	15%
45-54	13%	13%
55-64	7%	12%
65+	12%	11%
Median Household Income (1999)	\$39,886	\$50,330
Families Below Poverty Level	5%	5%
Education Attainment (25 years and over)		
Less than 9 th Grade	6%	6%
9 th – 12 th Grade, No Diploma	12%	11%
High School Graduate	33%	28%
Some College, No Degree	15%	18%
Associates Degree	7%	6%
Bachelor Degree	16%	20%
Graduate or Professional Degree	11%	12%

Sources: 2000 US Census, 2009-2013 American Community Survey (ACS)

RELEVANT CHANGES IN ASSUMPTIONS, POLICIES & OBJECTIVES

The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.
Percentages may not add to 100% due to rounding.

Housing Characteristics		
	2000	2013
Total Housing Units	1,876	1,944
Vacant Units	4%	5%
Occupied Units	96%	95%
Owner Occupied	39%	34%
Renter Occupied	61%	66%
Units in Structure		
1 unit, detached	31%	27%
1 unit, attached	6%	6%
2 units	22%	17%
3 or 4 units	23%	19%
5 to 9 units	6%	14%
10-19 units	6%	6%
20 or more units	7%	13%
Average Household Size – Owner Occupied	2.47	2.43
Average Household Size – Renter Occupied	2.13	2.37
Median Home Value (owner occupied)	\$163,300	\$280,400
Median Rent	\$773	\$1,244

Sources: 2000 US Census, 2009-2013 American Community Survey (ACS)

The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.
Percentages may not add to 100% due to rounding.

4. MAJOR PROBLEMS AND OBJECTIVES AT THE TIME OF ADOPTION OF THE 2010 MASTER PLAN, THE EXTENT TO WHICH THEY HAVE CHANGED & CURRENT RECOMMENDATIONS (40:55D-89.A, B AND D)

For the sake of brevity and clarity, these required sections of the Reexamination Report have been combined into the following section.

1. 2010 Master Plan, including the Historic Preservation Element, and 2011 Sustainability Element Goals and Objectives

The 2010 Master Plan set forth the following goals and objectives.

- 1) *Protect and enhance the integrity of the existing residential districts within the Borough.*
- 2) *Preserve, protect and enhance the integrity of Flemington's historic district and the historic resources within.*
- 3) *Employ strategies to encourage community and economic development within the Borough.*
- 4) *Integrate the residential and commercial segments of Flemington Borough to benefit the entire community.*
- 5) *Strengthen and enhance the commercial sector of the Borough, with an emphasis on attracting specialty retail and restaurants, and encouraging the redevelopment of underutilized properties particularly those within the Downtown Business District.*
- 6) *Encourage a redevelopment solution for the Union Hotel property that protects and enhances the site as a significant historic resource and at the same time ensures the site's long-term financial viability.*
- 7) *Encourage sustainable practices including the use of green building techniques as well as the use of alternative technologies including those that produce clean energy or otherwise have a comparative reduced impact upon the environment.*
- 8) *Continue to work with NJ Transit, NJDOT, the counties of Hunterdon and Somerset, the New Jersey Transportation Planning Authority and other authorities to reestablish passenger rail service to Flemington Borough, and provide appropriate planning for adjacent land uses including parking.*
- 9) *Encourage the conversion of two, three and four-family residences to single-family residences and other structures as originally designed where appropriate.*
- 10) *Encourage the establishment of arts and cultural uses within the Borough, including public art.*

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

The 2010 Master Plan separately set forth the following goals and objectives of the Historic Preservation Element.

- 1) *Locate, designate, protect and maintain Flemington's most important historic sites and district(s).*
 - *Develop mechanisms to preserve the contexts of historic resources.*
 - *Continue survey, registration and designation activities of historic buildings with the Borough.*
 - *Undertake survey, registration and designation activities of historic landscapes and landscape elements.*
 - *Undertake survey, registration and designation activities of archaeological resources in areas where development is likely to occur.*
 - *Through design review, tailored to specific historic resources, that conforms to the standards as outlined in the Borough of Flemington's Historic Preservation Ordinance, insure high standards of preservation.*
- 2) *Maintain the historic character of Flemington's historic commercial and institutional resources while encouraging their development as commercial and cultural assets.*
 - *Afford protection through designation.*
 - *Encourage preservation and adaptive reuse.*
 - *Encourage archaeological investigation in sites to be developed.*
 - *Coordinate preservation activities with open space goals and programs.*
- 3) *Maintain the historic character of Flemington's historic residential resources while encouraging their development as commercial and cultural assets.*
 - *Afford protection through designation.*
 - *Encourage preservation and adaptive reuse.*
 - *Encourage archaeological investigation in sites to be sites.*
 - *Coordinate preservation activities with open space goals and programs.*



Historic Home, Flemington (Clarke Caton Hintz)

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

4) *Contribute to the improvement of the economy of Flemington by encouraging expenditures for the restoration and/or adaptive reuse of historic buildings for local purposes and to encourage and promote tourism.*

- *Work to prevent deterioration and demolition of historic structures.*
- *Encourage preservation and rehabilitation of all historic structures in the Historic District to preserve and enhance Flemington's historic character and ambiance, thus encouraging heritage tourism.*
- *Encourage construction jobs by promoting preservation efforts.*
- *Encourage many types of jobs by revitalizing and maintaining historic commercial areas.*



*Adaptive reuse of the historic train station, Flemington
(Clarke Caton Hintz)*

- *Encourage tourism by promoting the historical appeal of Flemington's historic resources and by promoting the rehabilitation of such resources in commercial areas for tourism-related uses.*
 - *Encourage the preservation of designated non-conforming historic buildings by creating a vehicle to provide expedited zoning variances or exemptions.*
- 5) *Enhance Flemington's Historic Preservation Program to foster local interest in and a greater appreciation of and support for historic and archaeological resources.*
- *Send out a yearly notice to all property owners in the historic district informing them of their properties' historic status and the obligation this entails.*
 - *Develop an educational outreach program to promote preservation awareness in Flemington.*
 - *Distribute survey findings and documentation to land use boards and the public.*
 - *Develop mechanisms for publicly acknowledging successful preservation efforts.*
 - *Assemble and distribute technical information that can assist property owners in appropriately rehabilitating their historic properties.*
- 6) *Establish a local incentive program to provide assistance in the preservation of historic resources.*
- *Provide local incentives for owners of locally designated historic resources.*
 - *Update and revise existing zoning code to encourage preservation of Flemington's historic resources, by providing expedited variances or exemptions for non-conforming historic properties.*

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

- *Create a local tax-abatement/reduction program for locally designated historic resources.*
 - *Establish mechanisms to publicize tax-relief programs.*
 - *Encourage local lenders to provide low-interest loans for rehabilitation of local historic resources.*
- 7) *Integrate historic preservation review criteria and data into the local planning and development review process.*
- *Establish procedures to make certain that all municipal agencies involved in the planning process are aware of Flemington's historic resources and preservation goals.*
 - *Make certain that no local ordinances are contrary to preservation goals.*
 - *Require all public sector planning studies on land use issues to identify the presence of historic resources and the impact of any such proposals on these resources.*
 - *Prepare historic preservation ordinances consistent with governing state statutes and recent court decisions.*
 - *Ensure that sign controls are sympathetic to the historic district.*

The 2011 Sustainability Element set forth the following goals and objectives.

- 1) *Capitalize on the Borough's center-based development pattern to decrease the environmental footprint of Borough residents, institutions and businesses.*
- Objective 1.a. *Support the Borough's mixed-use and commercial areas by encouraging complementary infill development and removing barriers to success, such as but not limited to, permitting a variety of complementary and supporting uses and encouraging shared parking.*
- Objective 1.b. *Support the Borough's diverse housing stock in order to accommodate a mix of incomes and household sizes.*
- Objective 1.c. *Locate community amenities, such as schools and recreation amenities in areas within one-quarter mile of residential neighborhoods.*
- 2) *Focus the Borough's remaining development potential on lands that can support compact development, are well served by transportation infrastructure, and are in proximity to employment and service centers.*
- Objective 2.a. *Support the Borough's mixed-use and commercial areas by encouraging complementary infill development and removing barriers to success, such as but not limited to, permitting a variety of complementary and supporting uses and encouraging shared parking.*
- Objective 2.b. *Support the Borough's diverse housing stock in order to accommodate a mix of incomes and household sizes.*

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

- Objective 2.c. Locate community amenities, such as schools and recreation amenities in areas within one-quarter mile of residential neighborhoods.*
- 3) *Encourage local food production through community gardens and permitting urban agriculture.*
- Objective 3.a. Encourage creation of private food gardens and community gardens in public and private open space.*
- Objective 3.b. Permit farmers' markets on appropriate Borough-owned land and nonresidentially zoned land. Permit properly scaled farm stands where food is grown.*
- 4) *Reduce vehicle miles travelled within the Borough and by Borough residents.*
- Objective 4.a. Provide separate walking and bicycling facilities throughout the Borough and facilitate connections to walking and biking facilities outside of the Borough. Such facilities should be accessible by all users and should include but not be limited to sidewalks (pedestrian only), bike lanes, crosswalks and bike racks.*
- Objective 4.b. Require pedestrian friendly street design to make walking and bicycling a pleasant and safe experience for all users.*
- Objective 4.c. Encourage the reestablishment of passenger rail service to Flemington Borough.*
- Objective 4.d. Promote street connectivity within the Borough and to points outside of the Borough.*
- Objective 4.e. Encourage vehicular and pedestrian/bicycle inter-connectivity between nonresidential developments.*
- 5) *Encourage green design in new construction and rehabilitation.*
- Objective 5.a. Encourage new construction and rehabilitation to utilize green building design strategies.*
- Objective 5.b. Incorporate green buildings design strategies into municipal facilities and infrastructure as upgrades and renovations become necessary.*
- Objective 5.c. Reduce the environmental impact of development in the Borough via adjustments to the Borough's site plan standards, such as but not limited to lighting and impervious cover, to the extent possible.*
- 6) *Promote local production of renewable energy.*
- Objective 6.a. Encourage property owners in all zone districts to produce renewable energy on their property as accessory uses.*

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

- Objective 6.b. *Require the placement and design renewable energy facilities on historic buildings and/or in the Historic District to be compatible with the historic character or screened to the extent practical.*
- Objective 6.c. *Incorporate renewable energy production into municipal facilities and infrastructure as upgrades and renovations become necessary.*
- 7) *Enhance the Borough's green infrastructure so that its benefits of may be fully realized.*
- Objective 7.a. *Minimize the loss of trees during the development and redevelopment process.*
- Objective 7.b. *Expand the urban tree canopy by requiring that trees be part of the streetscape and that they be integrated into site designs .*
- Objective 7.c. *Increase the use of green infrastructure to address stormwater management, including but not limited to such methods as rain gardens, green roofs and increased vegetated areas.*
- Objective 7.d. *Preserve greenways connecting stream corridors, wetlands, wildlife corridors and other environmentally sensitive lands.*
- Objective 7.e. *Promote functional landscaping that provides runoff treatment, such as vegetated islands, rain gardens, vegetative filters, constructed wetlands, etc.*
- 8) *Enhance water conservation practices and improve the quality of surface and groundwater in the Borough.*
- Objective 8.a. *Encourage the use of landscaping vegetation that requires little to no irrigation, such as native or adaptive plants and xeriscaping (landscaping or gardening that reduces or eliminate the need for supplemental watering or irrigation).*
- Objective 8.b. *Encourage recycling of rainwater and reuse of "grey" water when landscape watering/irrigation is necessary. Grey water is wastewater generated from domestic activities such as laundry, dishwashing, and bathing, which can be recycled on-site for uses.*
- Objective 8.c. *Encourage use of innovative stormwater management technologies that not only protect against flooding, but also address nonpoint source pollution, recharge groundwater, and mimic natural hydrology.*
- Objective 8.d. *Retrofit or replace existing stormwater management infrastructure that is failing or not providing groundwater recharge and/or water quality treatment.*
- Objective 8.e. *Retrofit or replace existing public water infrastructure that is leaking or failing.*
- Objective 8.f. *Encourage homeowners and business owners to use rain barrels, rain gardens, and porous pavement on their property.*
- Objective 8.g. *Promote the disconnection of impervious surfaces throughout the Borough.*

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

- 9) *Reduce the waste stream of Borough households, businesses and institutions.*
- Objective 9.a. *Encourage the use of landscaping vegetation that requires little to no irrigation, such as native or adaptive plants and xeriscaping (landscaping or gardening that reduces or eliminate the need for supplemental watering or irrigation).*
 - Objective 9.b. *Encourage recycling of rainwater and reuse of "grey" water when landscape watering/irrigation is necessary. Grey water is wastewater generated from domestic activities such as laundry, dishwashing, and bathing, which can be recycled on-site for uses.*
 - Objective 9.c. *Encourage use of innovative stormwater management technologies that not only protect against flooding, but also address nonpoint source pollution, recharge groundwater, and mimic natural hydrology.*
 - Objective 9.d. *Retrofit or replace existing stormwater management infrastructure that is failing or not providing groundwater recharge and/or water quality treatment.*
 - Objective 9.e. *Retrofit or replace existing public water infrastructure that is leaking or failing.*
 - Objective 9.f. *Encourage homeowners and business owners to use rain barrels, rain gardens, and porous pavement on their property.*
 - Objective 9.g. *Promote the disconnection of impervious surfaces throughout the Borough.*

The goals and objectives of the Master Plan, Historic Preservation Element, and Sustainability Element remain relevant. However, two goals and objectives of the Historic Preservation Element should be updated as follows:

Goal 3: Maintain the historic character of Flemington's historic residential resources.

Goal 7, Objective 5: Ensure that sign controls are consistent with Historic District goals.

2. Additional Goals to Enhance the Viability and Vibrancy of the Downtown

While the Borough's existing goals and objectives remain relevant, additional goals are necessary to better emphasize the Borough's commitment to strengthen the economic viability and vibrancy of the downtown core of Main Street and nearby surrounding properties, and the Liberty Village and Turntable Junction area.

1. *Concentrate retail, service, and entertainment uses which best contribute to creating a vibrant downtown and that will draw residents and visitors alike to the retail portion of Main Street (Downtown Business I and II) and nearby surrounding properties, and the Liberty Village and Turntable Junction Area.*
2. *Use density, a mix of uses, and public open space to enhance the downtown.*

3. Provide opportunities for appropriately scaled and located residential development to encourage redevelopment/revitalization of underutilized properties and to provide opportunity for additional market support for the retail, service, and entertainment portions of Main Street (Downtown Business I and II) and nearby surrounding properties, and the Liberty Village and Turntable Junction Area.

3. Flemington BID Downtown Strategic Plan Redevelopment Opportunities

The Downtown Strategic Plan identified seven (7) redevelopment opportunities in the Borough. The purpose of identifying these seven sites is to help stimulate economic development based on historic development patterns and mixed-use principles, primarily through increasing residential density in targeted areas while protecting existing neighborhoods. The proposals incorporate arts and cultural attractions and revitalized,



Downtown Strategic Plan Opportunities (Flemington BID)

pedestrian-oriented commercial areas with numerous restaurant and retail establishments that attract residents and visitors. This Reexamination Report uses the Downtown Strategic Plan's proposals to inform decisions about alternative zoning schemes.

4. 2010 Master Plan Land Use Recommendations, the Extent to Which They Have Changed and Current Recommendations.

4.a) Residential Districts (SC SF, TH, and TR Districts)

With the exception of sites specifically mentioned in this Plan, it is important to maintain the residential character and scale of the Borough's neighborhoods by limiting the impacts from more intense uses, such as noise, light, and traffic congestion.



Borough neighborhood, Flemington (Clarke Caton Hintz)

There are no changes recommended for the Borough's residential districts except for that of the SC district in in the following item.

The Borough should revise the SC district to remove the senior component in order for it to reflect the only existing use of family housing.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

4.b) DB – Downtown Business District & DB II Downtown Business District II

First floor residential uses should be a conditional use.



Main Street, Flemington (Clarke Caton Hintz)

This recommendation from the 2010 Master Plan has not been implemented but remains valid. First floor residential uses in the downtown are appropriate where they do not disrupt first floor active commercial uses; as such, first floor residential uses may be appropriate where they do not face a public street or where the unit occupies a minimal area to accommodate the

residential entrance. Due to the presence of existing residences in the DBII district, conditions for first floor residential uses should be more flexible in this district than the DB district.

The permitted uses should be revisited.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

The permitted uses should be evaluated as part of the restructuring of permitted uses recommended in item 4.n. The list should also be reviewed to determine if the current permitted uses will positively contribute toward an active and vibrant downtown and will draw residents and visitors alike to the retail portion of Main Street, including but not limited to restaurants, retail, and entertainment uses.

Uses that are not active such as offices that disrupt first floor commercial activity should be converted to conditional uses. Similar to residential uses, these uses may be appropriate in upper stories, where they do not face a public street or where the unit occupies a minimal area to accommodate the entrance. Additionally, the district should reflect the existing office buildings in the district by stating those existing as of the date of the implementing ordinance may remain as permitted uses.

The Borough should add permitted uses that would advance the Borough's downtown development goals of attracting residents and visitors and creating an active downtown, especially during nights and weekends. Example uses include theaters (stage and movie), brewpubs (where coupled with a restaurant), fitness-oriented centers (yoga, Pilates, etc.), personal services, and structured parking. Brewpubs and fitness-oriented centers, in particular, are growing in popularity, and contribute



Main Street, Flemington (Clarke Caton Hintz)

to an active downtown. Theater uses are complementary to the art and retail uses in the zone would contribute toward establishing a stronger reputation for the Borough as a destination.

The bulk standards should be revised for predictability and to permit strategic increases in density and intensity.

The Borough should revise the bulk standards to better encourage redevelopment to be consistent with the district's development pattern and incentivize redevelopment in appropriate locations. Increases in permitted density or height should not upset the existing historic fabric of the district's frontages.

- The minimum front yard setback should be changed from a minimum of 25 feet to a minimum of approximately 0 feet and a maximum of approximately 10 feet. While the zoning currently states the front yard depth may be reduced to the average of the setbacks from the streetline of existing buildings on both sides of the proposed building, the smaller setback is voluntary and therefore the district permits buildings to be setback significant distances from the street. The change to a minimum and maximum setback would eliminate the potential for new buildings to be setback from the street such that they create a void in the commercial activity.



Old Town Alexandria, Virginia (Brian Budney)

- The Borough should conditionally permit buildings of up to four (4) stories where the development advances other Borough goals, such as providing parking which serves the surrounding area, providing affordable housing, and/or providing recreation or entertainment space (open space, plaza, etc.). Additionally, any increase in building height in the district must be sensitive to the historic buildings and nearby residences – many of



Main Street, Flemington (Clarke Caton Hintz)

which are two, or perhaps three, stories.

- The Borough should create a form-based code or hybrid form-based and conventional code for this district. Form-based codes foster predictable built results and a high-quality public realm by using physical form (rather than use) as the organizing principle for the code. They are an alternative to conventional zoning that address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The regulations and standards in form-based codes, presented in both diagrams and words, are keyed to a regulating plan that designates the desired form and scale (and therefore, character) of development rather than focusing on distinctions in types of land use. This is in contrast to conventional zoning's focus on the segregation of land uses and the control of development intensity through parameters such as floor area ratios, dwellings per acre, setbacks, and parking ratios. Not to be confused with design guidelines or general statements of policy, form-based codes are regulatory, not advisory.

Downtown Strategic Plan Proposal: Main Street Site (Main Street, Chorister Place, and Spring Street; 1.97 acres)

This site includes the Union Hotel and 90 Main. The Downtown Strategic Plan proposes 51 stacked flats, 90 luxury apartments, an operational Union Hotel, structured parking, 13,500 sf. of retail, and 6,000 sf. of restaurant/tavern space for the site. The proposed residential density is 72 units per acre.



*Downtown Strategic Plan Artist Rendering: Main Street
(Flemington BID)*

The overall concept of incorporating additional residential units to this area, including along Spring Street, is positive and consistent with Borough goals to concentrate commercial activity in the retail area of downtown and to permit residential development as a strategy to encourage reuse of underutilized properties and to create the opportunity to provide market support to the Borough's commercial districts. However, the residential density proposed may exceed the capacity of the site.

Downtown Strategic Plan Proposal: Cut Glass Site (Main, William, Broad, and Spring Streets; 7.95 acres)

The Downtown Strategic Plan proposes 27 townhouses, 102 stacked flats, 118 luxury apartments, 14,000 sf. of retail, a 0.2 acre pocket park, and restoring the historic Saw Mill building on the site. The proposed residential density is 31 units per acre. The plan also proposes to extend Spring Street through the site and provide a connection to Main Street. The site also includes smaller areas in the TC and TR districts, which primarily permit retail, office, service, and residential uses.

The owner of a portion of this site received final site plan approval from the Flemington Planning Board on December 1, 2014 (memorialized in Resolution 2014-12). The Board approved the removal of all existing structures and the construction of 16 buildings with a total of 59 residential units and 3,789 square feet of commercial space. Of the 59 residential units, six (6) will be affordable housing units.



Downtown Strategic Plan Artist Rendering: Cut Glass (Flemington BID)

This Downtown Strategic Plan’s design provides a good alternative to the plan approved by the Planning Board. A possible extension of Spring Street would help restore this area’s historic street grid and enhance connectivity with and to the neighborhood. Residential units should have appropriate setbacks and screening (visual and auditory) along the rail right-of-way to ensure the compatibility between the two uses. However, the Plan’s alternative use of the rail right-of-way as a greenway is inconsistent with the Borough’s goal of reestablishing commuter rail service.

Encourage redevelopment of the “Hineline Property”.

Reuse and/or redevelopment of the Hineline property should be encouraged. The Borough took ownership of the property on June 1, 2015 and hopes to sell it in the near future. The site previously had a gas station and has been subject to NJDEP contamination monitoring since 1992.



Existing Conditions on the Hineline Site, Flemington (Clarke Caton Hintz)

The underground storage tanks were later removed and it appears that previous soil contamination was largely addressed. Groundwater monitoring is ongoing and will continue for the next several years until contamination declines to meet NJDEP Ground Water Quality Standards.

This property's reuse should be consistent with the Borough's downtown development goals and should enhance downtown activity through redevelopment with active commercial uses and/or public open space. Until the site is redeveloped, there should be temporary active uses on the property, such as but not limited to community events and/or temporary retail sales.

Revise the zoning for a portion of the area along the railroad tracks

See recommendations regarding the RORR district in item 4.i herein.

4.c) VAS – Village Artisan Shopping District

A set of standard signage ordinance, lighting standards, circulation standards (including cross-access parking, pedestrian and vehicular) and landscape requirements should be established for the entire VAS district. This should also include street furniture such as benches, trash and recycling containers and bike racks.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

Enhance and revitalize the VAS district using strategic increases in density and intensity.

Nearly the entirety of the VAS district consists of Liberty Village and Turntable Junction, which are local and regional shopping destinations, and surface parking lots that either support the district's shops or serve as a commuter parking lot. Most of this district is not in the historic district. Portions of Liberty Village and Turntable Junction are struggling with vacancies due to changes in retail shopping trends (i.e. internet shopping and other) and additional retail competition in the surrounding area.



Liberty Village, Flemington (Together North Jersey)

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

The addition of complementary uses to this area and uses which facilitate additional demand for businesses would enhance the district's short term and long term viability. The district should be amended to permit additional entertainment and destination uses, such as theaters (movie and stage), brewpubs and indoor recreation (children's bounce, sports training, bowling, etc.), and fitness-oriented centers (yoga, Pilates, etc.). This change will reinforce the district's draw as a destination. However, any such use should be designed to complement the walkability of the district and should be integrated into the district in terms of circulation, scale and character.

Additionally, the district should be amended to expand the permitted accessory uses. Structured parking should be permitted, so as to promote greater land use efficiency, and outdoor amenities, such as fountains, sculpture, carrousel, etc., should be specifically permitted to create more appealing and meaningful gathering places.

Residential development in this area would create the opportunity for additional residents to be within walking and biking distance of the shops, services and activities in the zone and the downtown and would therefore make these commercial areas more accessible and convenient to a larger number of people and help counter the advantage of convenience much of the area's highway retail enjoys.

The zoning should permit residential uses on upper stories of commercial space or where they would not disrupt active commercial streets or walkways. Townhouses and multi-family units without commercial uses on the first floor should be permitted in the western portion of the district, north of Route 12. A new zoning district or overlay district should be created for this area, which is currently undeveloped or



Columbia Heights, District of Columbia (The Sunday Blog)



Branson, Missouri (Todd Cook)

consists of surface parking lots. These lands are underutilized and such a zoning change would offer an opportunity to more efficiently use the land and to further advance Borough goals of supporting the business community and concentrate commercial development in this area, the retail portion of Main Street (Downtown Business I and II), and nearby surrounding properties. Any residential development in this area should be inclusionary and should have excellent connectivity to nearby businesses and existing streets (excluding residential cul-de-sacs). Additionally, any residential development should incorporate outdoor space for residents in the form of plazas, lawn space for leisure and/or recreation, playgrounds, and/or other forms of passive or active recreation.

The Borough should conditionally permit buildings of up to four (4) stories in the VAS district where the development advances other Borough goals, such as providing parking which serves the surrounding area, providing affordable housing, and/or providing recreation or entertainment space (open space, plaza, etc.). Additionally, any increase in building height in the district must be sensitive to the historic buildings and nearby residences – many of which are one or two stories.

Any zoning changes or redevelopment in this area should be sensitive to other Borough goals and should ensure that the area is well integrated with the downtown in terms of convenient and attractive vehicle and pedestrian connections and wayfinding. The Borough should consider adopting a form-based code or hybrid form-based and conventional code for this district.

Portions of the VAS district are located in the Special Flood Hazard Area (formerly referred to as the “100 year floodplain”), including the parking lots and the area south of Route 12. Any redevelopment of these areas should be sensitive to flood conditions to reduce environmental impact and impact on neighboring properties, and to address safety and accessibility concerns during flood events.

To complement the Borough’s continued support of reestablishing commuter rail service to Flemington, development in this zone should have a transit-oriented focus with appropriate intensity, height, and continued emphasis on walkability. Additionally, any redevelopment in the area should be able to accommodate transit in the future.

Downtown Strategic Plan Proposal: Fulper Road Site (Fulper Road, Main Street, and Central Avenue; 4.6 acres)

The Downtown Strategic Plan proposes 15 stacked flats, 117 luxury apartments, a 20,000 sf. cinema or theater, and 50,500 sf. of retail, including restaurants, specialty stores, and live/work space, on the site. Included in the proposal is “restaurant row” along Fulper Road that would include a variety of restaurants and specialty retail with residential above, and “artists alley” off of Central Avenue that would provide live/work artisan studios. The proposed residential density is

34 units per acre. The site is also in the DB and DBII districts, which primarily permit retail, food, arts, and service uses.

The concept of introducing residential units to this part of the Borough would provide support for area businesses, contributing toward retail activity thriving in the southwest portion of the Borough. The new commercial uses, such as art studios and a community theater, are consistent with creating active uses that will further establish the Borough as a destination. While the concepts of “restaurant row” and “artist alley” would also help advance goals and are encouraged by the Planning Board, they are primarily a marketing strategy that is not within the jurisdiction of the Board.



Downtown Strategic Plan Artist Rendering: Fulper Road (Fleminaton RID)

Downtown Strategic Plan Proposal: Turntable Junction Site (Church Street, Fulper Road, and Central Avenue; 5.7 acres)

The Downtown Strategic Plan proposes 34 stacked apartments, 105 luxury apartments, 2,500 sf. of retail, a carrousel, and 1.1 acre plaza for the site. The proposed residential density is 24 units per acre. A portion of the site is also in the DB district, which primarily permits retail, food, and service uses.



Downtown Strategic Plan Artist Rendering: Turntable Junction (Fleminaton RID)

Through public open space, the plan intends to retain much of what makes Turntable Junction a special place. For example, the existing carrousel would remain. The introduction of multi-family residential units in this area would be a good transition between the existing single-family homes along Church Street to the east and commercial uses to the west.

Rezone the area south of Route 12.

The Borough should place an overlay zone for inclusionary townhouses and/or multifamily housing on the area south of Route 12 and adjacent to the Borough's western boundary. This area currently contains a mini-golf course and driving range but would be well suited as a residential extension of the mixed-use VAS zone. Zoning requirements should ensure that there are adequate pedestrian and bicycle connections across Route 12 to the services and possible transit access in the VAS zone.

Outdoor entertainment (amphitheater, etc.) and recreation (sports fields, golf facilities, etc.) should also be permitted in this area. Not only would such a use permit the existing golf facility, but it would also facilitate a different or additional regional use that would benefit from the area's highway access and it would complement the retail and entertainment uses in the VAS district north of Route 12.

4.d) TC – Transition Commercial District

Amend the district's permitted uses to limit retail and services uses which are best concentrated in the Borough's Downtown and VAS districts.

The TC district provides areas for more intensive commercial use and is generally located along the periphery of the Borough. While the district permits a variety of retail, service, office, and light industrial use, the predominant uses existing in the zone are office and light industrial uses.

Notwithstanding, the TC district's permitted uses include a variety of retail and service uses that are more appropriate for the Downtown and VAS districts, whose purpose is to serve as a walkable destination and draw to residents and visitors alike. Retail and service uses in the TC districts will undermine Borough efforts to create a vibrant downtown with a concentration of active uses in the downtown and VAS districts. Despite their status as permitted uses, few of these retail and service uses are currently located in the TC district.



*Commercial development in the TC district, Flemington
(Clarke Caton Hintz)*

The TC district's permitted uses should be limited to uses such as office, professional services, medical uses (office, laboratory and support), light industrial, repair facilities, and indoor/outdoor recreation. These uses will

accommodate the majority of existing uses in the district and are appropriate in areas that are not dependent on pedestrian or bicycle traffic. Additionally, they are well suited to the existing stock of buildings. Notwithstanding, any use which relies on truck traffic should be limited to places where direct access to the regional road network is provided.

Downtown Strategic Plan Proposal: Global Agway Site (Walter E. Foran Boulevard and Hopewell Avenue; 3.34 acres)

The Downtown Strategic Plan proposes 30 stacked flats and 84 luxury apartments for the Global Agway Site. The proposed residential density is 34 units per acre. The site has been designated an area in need of redevelopment (a redevelopment plan has not been adopted). The site is also in the ROSH overlay district, which primarily permits senior housing and small retail and service uses.



Downtown Strategic Plan Artist Rendering: Global Agway Site (Flemington BID)

Residential development at this location is an alternative to the existing commercial development that furthers Borough goals to concentrate commercial activity toward the retail area of downtown and to permit residential development as a strategy to encourage reuse of underutilized properties and to create the opportunity to provide market support to the Borough's commercial districts.

Portions of the Agway site are located in the Special Flood Hazard Area (formerly referred to as the "100 year floodplain"), including the frontage along Walter E. Foran Boulevard. Any redevelopment of these areas should be sensitive to flood conditions to reduce environmental impact and impact on neighboring properties, and to address safety and accessibility concerns during flood events.

Downtown Strategic Plan Proposal: Nilkanth Site (42 North Main Street; 2.27 acres)

The Downtown Strategic Plan proposes 12 stacked flats, 132 luxury apartments, 10,000 sf. retail (including a health club), and 0.4 acre public open space on the site. The proposed residential density is 63 units per acre. The site has been designated an area in need of redevelopment (a redevelopment plan has not been adopted). This site recently received preliminary site plan approval for over 21,000 square feet of commercial space in single-story buildings.



Historic building on the Nilkanth site, Flemington (Clarke Caton Hintz)

Residential development, limited commercial development, and public open space at this location is an alternative to the approved development that furthers Borough goals to concentrate commercial activity toward the retail area of downtown, to permit residential development as a strategy to encourage reuse of underutilized properties, and to create the opportunity to provide market support to the



Nilkanth site along Main Street, Flemington (Clarke Caton Hintz)

Borough's commercial districts. However, any zoning changes for this district should permit the approved development on the site as well as provide alternative development opportunities.

Expand the District's boundaries along the south side of Route 12.

The portion of the TC district along Route 12 should be expanded to include lots to the east up to Route 12's intersection with South Main Street. These lands include a restaurant, car wash, office uses, and residential uses. Elimination of the HR – Highway Retail and the CB – Community Business districts (see items 4.e and 4.f, respectively) and those districts' permitted retail and service uses will support Borough efforts to create vibrant destinations with a concentration of active uses in the downtown and VAS districts.

The Borough should encourage regional uses along Route 12.

The establishment of regional uses along Route 12 would create educational, cultural, recreation, entertainment and/or employment opportunities for Borough residents and visitors and would enhance the Borough's reputation as a destination, especially for millennials. Such uses include, but are not limited to, a satellite college campus, hotel/conference center and/or indoor/outdoor recreation. This recommendation is consistent with the County CEDS recommendation for Raritan Valley Community College (RVCC) to create a satellite campus in Hunterdon County. Flemington would be an excellent location for RVCC since it is centrally located in the County, the County seat, offers a vibrant downtown for students and employees, and may be transit accessible in the future. These regional uses attract people who may need a place to stay overnight and/or have spare time to shop, eat at local restaurants, and visit local services. Additionally, this area's proximity to Routes 202 and 31 makes it easily accessible via car and group bus to those from outside of Hunterdon County.

Revise the zoning for the area along the railroad tracks.

See recommendations regarding the RORR district in Item 4.i herein.

4.e) HR – Highway Retail

The boundaries of the HR district should be revised.

In support of the Borough's downtown development goals, the HC district should be replaced with the TC – Transition Commercial district on lots which are located west of the Route 12 Circle and South Main Street. This change will facilitate greater concentration of retail, service and entertainment uses within the downtown and within the existing



Shoppes at Flemington, HR District, Flemington (Clarke Caton Hintz)

concentration of retail uses along Routes 202 and 31. See also the TC district recommendations herein. Additionally, the HR district should be expanded along Reaville Avenue west to South Main Street (currently the CB district). This change will create commercial opportunities consistent with and complementary to those adjacent along Reaville Avenue.

Theaters (stage and movie) should be added to the list of permitted uses.

Theater uses are complementary to the retail uses in the zone and the highway access afforded to the zone makes it an excellent location for such a regional use. Cinema Plaza on Route 202, a movie theater that operated for decades until approximately 2010, was a key fixture in the region and the addition of a new theater would restore this memorable activity for residents and visitors.

4.f) CB – Community Business District

Revisit some of the uses permitted in the zone with an aim to reduce or eliminate common variances.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

The boundaries of the CB district should be revised.

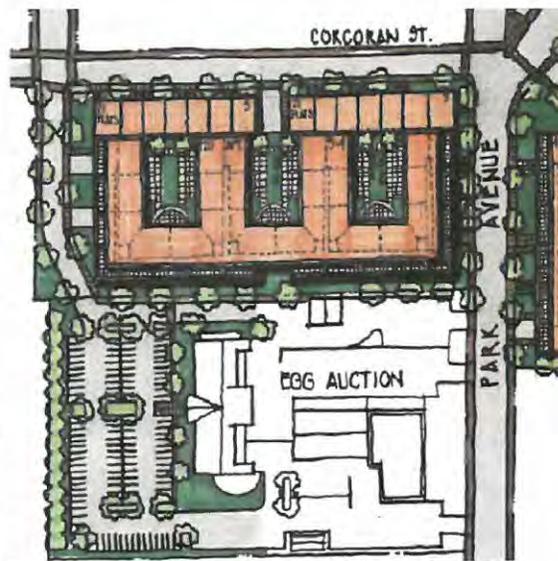
The CB district south of Route 12 should be replaced with the TC and HR zoning districts. See items 4.d) and 4.e), respectively, for additional information.

4.g) PO – Professional Office District

Downtown Strategic Plan Proposal: Daiboch (Park Avenue and Corcoran Street; 2.93 acres)

The Downtown Strategic Plan proposes 42 stacked flats and 120 luxury apartments on this site. The proposed residential density is 55 units per acre. The plan suggests a land swap with the Egg Auction site to relocate the existing parking lot and reconnect the two Daiboch properties. The majority of the site is also in the ROSH overlay district, which primarily permits senior housing and small retail and service uses.

The design of residential units along Corcoran Street at increased density creates an opportunity to convert the underutilized PO district to a land use that can advance Borough goals to concentrate commercial



Downtown Strategic Plan Artist Rendering: Daiboch Site, (Flemington BID)

activity toward the retail area of downtown, to permit residential development as a strategy to encourage reuse of underutilized properties, and to create the opportunity to provide market support to the Borough's commercial districts. Additionally, it creates consistent land use – residential – along both sides of Corcoran Street. However, the density of 55 units per acre is too great for this small area that is south and east of single-family homes. A lower density that supports townhouse and multifamily homes at heights of two or three stories with parking in proximity to the homes should be considered. The Borough should encourage the parking swap between owners to better utilize land in this area.

4.h) ROSH – Redevelopment Office/Senior Housing Overlay District

The properties to the south of the Global Agway property should be incorporated into a mixed-use overlay, including senior housing, medical offices, a small park, institutional uses such as a satellite to a community college, and office uses related to the county courthouse.

This recommendation from the 2010 Master Plan has been implemented.

Notwithstanding its implementation, this overlay may need to be reevaluated once a Redevelopment Plan for the Global Agway site is adopted.

Permit residential development.

The Daiboch site (land along Corcoran Street, north of the Egg Auction site), the Nilkanth site, and the Global Agway site offer opportunities to integrate residential development into these commercially-zoned areas of the Borough. Conversion from commercial to residential would create the opportunity for additional residents to be within walking and biking distance of the shops, services and activities in the downtown and would therefore make these commercial areas more accessible and convenient to a larger number of people and help counter the advantage of convenience much of the area's highway retail enjoys.



Townhouses in Haddonfield, New Jersey (Clarke Caton Hintz)

Townhouse and multi-family inclusionary housing should be permitted in this area. Given the scale of surrounding homes, residential redevelopment in these areas should be limited to two

stories where adjacent (or across the street) from single-family uses; however, three stories may be appropriate where setback from single-family homes. Additionally, any residential development should incorporate outdoor space for residents in the form of plazas, playgrounds, and/or lawn space for leisure and/or recreation.

4.i) RORR – Redevelopment Overlay – Residential/Retail District

The Borough should create a district for the area known as “Cut Glass” based on the use variance given in 2008 for multifamily residential housing with townhouses and apartments in the TC Transition Commercial district.

This recommendation from the 2010 Master Plan has not been implemented but remains valid. **Expand this recommended zoning to include the TC district adjacent and proximate to Memorial Park.**

Zoning regulations for the RORR district should reflect and permit the approved development on the Cut Glass site as well as provide additional development opportunities for a larger area. The new zoning district should permit inclusionary multifamily residential and townhouses, as well as commercial uses (pursuant to the DB district) along Main Street. Residential development in this area would create the opportunity for additional residents to be within walking and biking distance of the shops,



Cut Glass site along Broad Street, Flemington (Clarke Caton Hintz)

services and activities in the downtown and would therefore make the downtown more accessible and convenient to a larger number of people and help counter the advantage of convenience much of the area’s highway retail enjoys. Additionally, it will provide alternative land uses to an area with struggling viability, as evidenced by vacancies and tenant turnover. Given the scale of surrounding homes, residential development in these areas should be limited to two stories where adjacent (or across the street) from single-family uses; however, three stories may be appropriate where setback from single-family residential uses.

To complement the Borough’s continued support of reestablishing commuter rail service to Flemington, development in this zone should have a transit-oriented focus with sensitivity to the adjacent rail line, appropriate intensity, height, and continued emphasis on walkability. Site and architectural design in this district should mitigate noise from potential passenger rail service.

4.j) O/SS – Overlay/Super Shopping District

In order to encourage additional development with higher intensity land uses, improved circulation and parking (including interconnectivity of uses), and more modern stores, it is recommended that the Super Shopping Overlay District be extended to include the western quadrants of the Reaville Avenue – Routes 202/31 intersection.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

4.k) Pedestrian, Bicycle, and Transit Circulation

The Borough should consider ways to facilitate access to area bike routes, through signage or other means.

The 2010 Master Plan included this recommendation but specifically referenced County bike routes; this recommendation has not been implemented but remains valid. Additionally, the Borough should facilitate access to bike routes in Raritan Township. The Township's 2012 Bicycle and Pedestrian Circulation Study recommends connection to Flemington via Walter E. Foran Boulevard, Pennsylvania Avenue, Church Street, Reaville Avenue, Main Street (south of Route 12), and Capner Street. Facilitating bicycle access to the downtown from areas outside of the Borough will not only encourage additional demand for downtown goods, services, and restaurants without vehicle parking demand, but will advance recreation and public health in both the Borough and Township and increase coordination between the two municipalities.



*Example bike Lane, Unknown Location
(Clarke Caton Hintz)*

Placement of additional bike racks within the Borough should be considered in conjunction with any parking reconfiguration for downtown areas and a future train station.

This recommendation from the 2010 Master Plan has not been implemented but remains valid.

A survey of sidewalk conditions should be considered to determine the priority of future sidewalk improvements.

This recommendation from the 2010 Master Plan has not been implemented but remains valid. In addition to identifying streets in need of pedestrian facilities, the Borough should use this survey to identify streets that are not compliant with the Americans with Disabilities Act (ADA) and work with the County and NJDOT to ensure ADA compliance on roads under their jurisdiction.

The Borough should continue to pursue funding for streetscape improvements along Main Street to enhance the pedestrian experience in the downtown area.

The Flemington BID successfully obtained a grant for streetscape improvements along Main Street. The design phase began in 2015 and construction is anticipated to begin in 2016. As such, this recommendation from the 2010 Master Plan is in the process of being implemented. The streetscaping improvements should ensure that sidewalk users of all abilities can safely navigate.

The Borough should continue to advocate for the reestablishment of commuter rail service to Flemington. Potential sites for a future train station and additional parking should be considered adjacent to the existing rail line.

This recommendation from the 2010 Master Plan has not been implemented but remains valid. Additionally, the Borough should advocate for additional fixed-route bus service within and to downtown Flemington that provides adequate connections, headways, and operating hours to attract both transit-dependent and transit-choice riders. Proven ridership on fixed-route buses is a first step to supporting rail ridership.



Train Station, Glen Ridge, New Jersey (KatelemmerRealEstate.com)

The Borough should advocate to the New Jersey Department of Transportation (NJDOT) to provide pedestrian-friendly infrastructure on and across State routes in Flemington.

NJDOT should add sidewalks, pedestrian crossing signals and crosswalks, benches, and pedestrian-level lighting to Routes 12, 31, and 202. The State already has the policies to implement such improvements: NJDOT approved a complete streets policy in 2009 and a

Pedestrian Safety Action Plan Toolbox in 2014. The priorities for improvements should be where existing or permitted residential uses are proximate to commercial uses such as along Route 12.

Downtown Strategic Plan Streetscape Design Guidelines

The Downtown Strategic Plan provides guidelines for streetscape design, including but not limited to sidewalk design, street furniture, lighting, landscaping, public art and traffic calming. The guidelines are consistent with Flemington's complete streets, circulation, and downtown land use



Main Street, Flemington (Clarke Caton Hintz)

policies. While the Planning Board supports these guidelines, additional analysis may be necessary before the specific recommendations can be incorporated into the Master Plan or zoning ordinance.

Downtown Strategic Plan Bicycle Route Plan

The Bicycle Route Plan is a conceptual plan of bike routes, bicycle parking locations, and bicycle destinations. The Plan complements the Borough's Complete Streets policy and its bicycling recommendations that are also mentioned in this section. It provides valuable recommendations for how Borough bike routes could connect to HART/County proposed bike routes and identifies those streets most desirable for bicycling routes. While the Planning Board supports these guidelines, additional analysis of street rights-of-ways to determine how bikes can best be accommodated may be necessary before the specific recommendations can be implemented.



Downtown Strategic Plan: Bicycle Route Plan (Flemington BID)

Downtown Strategic Plan Transit Opportunities Plan

The Transit Opportunities Plan is a conceptual plan of railroad routes, trolley routes and potential stops and destinations. The Plan complements the Borough's policy of advocating for reestablishment of commuter rail service to the Borough. The Planning Board supports these recommendations in conjunction with additional study of the transit right-of-way, ridership, and potential transit facilities.



Existing train tracks, Flemington (Clarke Caton Hintz)

4.l) Vehicle Circulation & Parking

The Borough should continue to require cross access easements and connections between properties for parking, circulation, and pedestrian access.

This recommendation from the 2010 Master Plan is implemented regularly and remains valid for future application.

To provide additional parking, a reconfiguration of several existing parking areas behind commercial businesses on Main Street should be considered, including parking within the interior of Block 21 on the west side of Main Street and parking within the interior of Block 18 on the east side of Main Street.

This recommendation from the 2010 Master Plan has not been implemented but remains valid. Implementation of this recommendation would create more logical parking arrangements and may increase available parking.

To provide additional parking, a potential new parking area located near the park and ride lot along Route 12 should be considered.

Demand for additional parking in this area is unclear and any new parking should be part of comprehensive redevelopment as recommended for the VAS district in item 4.c.

Through truck traffic should be strongly encouraged to use the State highway system.

This recommendation from the 2010 Master Plan remains valid.

Once Park Street is realigned to meet Walter Foran Boulevard, signalization will be required at the intersection of N. Main Street, Park Street, and Walter Foran Boulevard

This recommendation from the 2010 Master Plan has been implemented.

Exclude existing floor area in the DB and DBII districts that is undergoing a change in use from generating a parking requirement.

Given the already dense nature of downtown and existing parking availability, the current parking requirements are an impediment to more active uses relocating to these districts. The Borough should revise its parking regulations such that additional parking in the DB and DBII districts will only be required for any additional proposed floor area, provided any existing on-site parking remains. Moreover, the Borough should review the parking requirements for retail and restaurant uses in these districts and lower them under some or all circumstances.

Time limits for street parking should be strongly enforced on Main Street.

Street parking is better suited for active vehicle turnover than parking lots, which should act as the primary parking location for people working or otherwise spending a full day downtown. People spending just a few hours or less downtown are most likely to visit businesses and inject money into the local economy. Time limits of existing metered parking should be strongly enforced.



The Borough should also study the *On-street parking along Main Street, Flemington (Clarke Caton Hintz)* supply of barrier-free parking spaces in downtown and enforce their proper use. On-street barrier-free parking spaces should be available in proximity to concentrations of commercial uses, as well as in parking lots. Unfortunately, abuse of these spaces is typical throughout the State, including Flemington. Availability of these parking spaces will allow those with disabilities to frequent the commercial establishments downtown rather than being required to frequent highway-oriented retail in order to find convenient barrier-free parking. Due to widespread abuse of barrier-free spaces, their use should be strongly enforced.

A parking authority or utility should be considered to oversee the provision of downtown public parking and parking enforcement.

A parking authority or utility oversees the acquisition, creation, maintenance, and enforcement of on or off-street public parking. Parking authorities are public body corporate and are technically political subdivisions of the State. Created by ordinance, they also have the power to set and collect parking fees, although such charges are not recommended in this report.

Wayfinding to downtown parking lots should be improved.

Stakeholders interviewed at the May 7, 2015 meeting indicated that the Borough has an adequate quantity of parking downtown but it is difficult to find. The Borough should implement better signage to direct motorists to downtown parking lots.



Example wayfinding in Jersey City, New Jersey (Brian Budney)

Structured parking should be permitted as a conditional use in the DB, HR, TC, and ROSH, VAS districts.

When implemented sensitively, structured parking can promote greater land use efficiency and reduce impervious coverage devoted to pavement, especially in districts that are looking to attract more intense uses.



Structured parking in Princeton, New Jersey (Clarke Caton Hintz)

4.m) Community Facilities

The Borough should commence planning for the construction of a new municipal building which is sufficiently large to house all municipal functions including administration, judicial, and public safety.

This recommendation from the 2010 Master Plan has not been implemented. The Borough purchased a building at 90-100 Main Street with the intention of retrofitting it to a new municipal building. However, the Borough only housed the Police Department at that location before deciding to sell the building. The Borough should continue considering how the Police Department can be accommodated in municipal facilities.



Borough Hall, Flemington (www.nj.com)

4.n) Miscellaneous

Restructure the permitted uses.

The Borough should restructure permitted uses in the various zone districts. Currently most of the Borough's nonresidential districts permit dozens of uses that are indicated by the Standard Industrial Classification (SIC) codes – four digit numerical codes assigned by the U.S. government to business establishments that identify the primary business. However, since this structure was adopted by the Borough, the SIC codes have been replaced by the North American Industry Classification System (NAICS), an alternative code system for businesses.



Main Street, Flemington (Clarke Caton Hintz)

In addition to the Borough's SIC codes being outdated, this structure for permitted uses requires that every conceivable desired use be identified specifically. This creates significant opportunity for new uses and uses mistakenly overlooked uses to be prohibited (consider that yoga studios and farmers markets were relatively rare a decade ago).

An alternative to this structure is to create larger categories of permitted uses. For example, "retail sales" may be permitted and may be defined to include the variety of retail uses currently permitted in the Borough. Retail uses that are undesirable, for example vehicle dealerships in the downtown, may be specifically prohibited. This change would also simplify and shorten the Borough's zoning regulations.

Conditionally permit houses of worship in nonresidential zones.

Additionally, the Borough should add houses of worship as a conditional use. These regional uses, which typically have bursts of intense traffic demand, are appropriate where direct access to a regional road, such as Route 12 or 31, is provided.

Revise outdoor dining requirements.

The current outdoor dining requirements in §2620.F of the Land Development Ordinance make it difficult for restaurants to offer this amenity. Specifically, the required distance between the eating area and the curb should be reduced to better accommodate the dining while ensuring adequate pedestrian space, the prohibition on outdoor food and drink preparation should be



Blue Fish Grill, Flemington (NJ.com)

eliminated in favor of reliance on health regulations, and large accessories such as umbrellas, heat lamps, and canopies should be permitted to remain outside overnight.

Encourage public art.

The Borough should permit and encourage public art, such as but not limited to murals and sculptures, throughout the nonresidential districts. Doing so will make these areas more interesting and attractive and will remind viewers of the art and culture opportunities in the Borough. Regulations and siting standards should be enacted for the placement of public art. These standards should include, but not be limited to, lighting and adequate setbacks for clear pedestrian passage on sidewalks and driver sight lines.

Sites that might be appropriate for public art include: Borough and Tuccamirgan Parks; Liberty Village; the sides of nonresidential buildings; the streetscapes of commercial districts such as Main Street; and the “gateways” to the Borough, including but not limited to Main Street near the Route 12 circle, Route 12 near the Paradise Golf Center, and near the intersection of Walter E. Foran Boulevard and North Main Street. Additionally, the Borough should discuss with NJDOT the feasibility of placing art inside the Route 12 or Route 202 traffic circles



Public art in San Francisco, California (<http://www.flickrriver.com>)

that meet the agency’s engineering and safety standards. Art at Flemington’s gateways will announce the Borough’s interest in the arts and will communicate that drivers are about to enter a special place.

Vacant storefronts are temporary and will hopefully become a past challenge. However, they can still contribute to an active street if public art is incorporated. The Borough or BID should commission artwork from local artists and high school students to temporarily place in vacant window displays. More broadly, the Borough should establish an arts committee for any municipal art initiatives.

To further encourage new local artists to flourish and establish Flemington as an arts destination, the Borough should support incubator space where entrepreneurial artists can create and display their work, including paintings, drawings, sculptures, song, dance, and theater. There may be opportunity to designate the BID or other organization on such a project.

Encourage more pedestrian-oriented events and youth activities

The downtown area should host series of events or youth activities throughout the year that draw or retain foot traffic downtown, especially on evenings and weekends. Recent successes involving music (i.e. Stangl complex), art galleries (i.e. BID and DIY partnered art gallery at 90 Main Street), and seasonal events (i.e. car shows, Thursday Night Lights) should serve as inspiration and examples for future events and activities.

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

The Borough should continue to support BID events and activities that draw foot traffic downtown and the Borough and BID should coordinate as necessary for new events that make downtown a destination for residents and area visitors who would otherwise seek activities outside of the Borough.



October 2014 Street Fair, Flemington
(<http://www.downtownflemington.com>)

Additionally, the Borough should provide opportunities for youth activities, such as but not limited to safe and legal gathering places, sports, and arts activities.

Promote commercial façade improvements.

The Borough should encourage owners and tenants to keep their facades which face public lands or ways (streets, open space, parking, etc.) in good conditions. Doing so can make businesses more inviting to customers and overall makes the Borough more aesthetically-pleasing for foot and vehicle traffic. Eligibility criteria should be developed to ensure the improvements are permanent in nature and will have a positive impact on the Borough's appearance. Additionally, the Borough should consider working with the BID promote façade improvements through education programs, a grant and/or loan program, and/or other financial incentives.



Narragansett, Rhode Island (Providence Monthly)

Revise the sign ordinance.

A-frame signs are a key feature of walkable mixed-use districts and encourage foot traffic to impulsively enter a business. This form of advertising should be permitted in all the Borough's pedestrian-oriented commercial districts, rather than only the DB and DBII zones (§2631.B(d)(2)),

provided there is adequate pedestrian space in conjunction with the sign. Additionally, the existing time restriction on A-frame signs should be eliminated.

The Borough should revise the sign ordinance to clearly permit “blade” or “projecting” signs in the pedestrian-oriented commercial districts. These signs are more easily seen by pedestrians than wall signs mounted flush to a building façade.

Furthermore, the sign ordinance should be reviewed to ensure the permitted signs provide properly balance the need for advertising and information with the need for an uncluttered and attractive downtown. Additionally, inconsistencies between the “Summary of Sign Regulations” table and the ordinance, §2631, should be eliminated.

Review the current development approvals process.

There may be opportunity to increase the efficiency of the Borough’s development approvals process. In response to concerns about difficult approvals processes, the Board should review the application checklists for opportunities to reduce the number of items that must be submitted and allow for some or all submissions to be made electronically. Additionally, the Board should revise the definition of minor site plan to exclude a change of use which does not require site or exterior building modifications and/or to exclude conforming sign applications. Such a change would streamline new tenants which do not require, for example, additional parking. All such applications could be addressed by the zoning officer pursuant to the zoning permit process.

Satisfy the Borough’s affordable housing obligation.

Affordable housing should be integrated into townhouse and multifamily projects to ensure that the Borough continues to meet its constitutionally-mandated affordable housing obligation and to ensure that the Borough continues to provide housing for a diversity of households.

Support desired development and redevelopment with adequate sewer and water infrastructure and capacity.

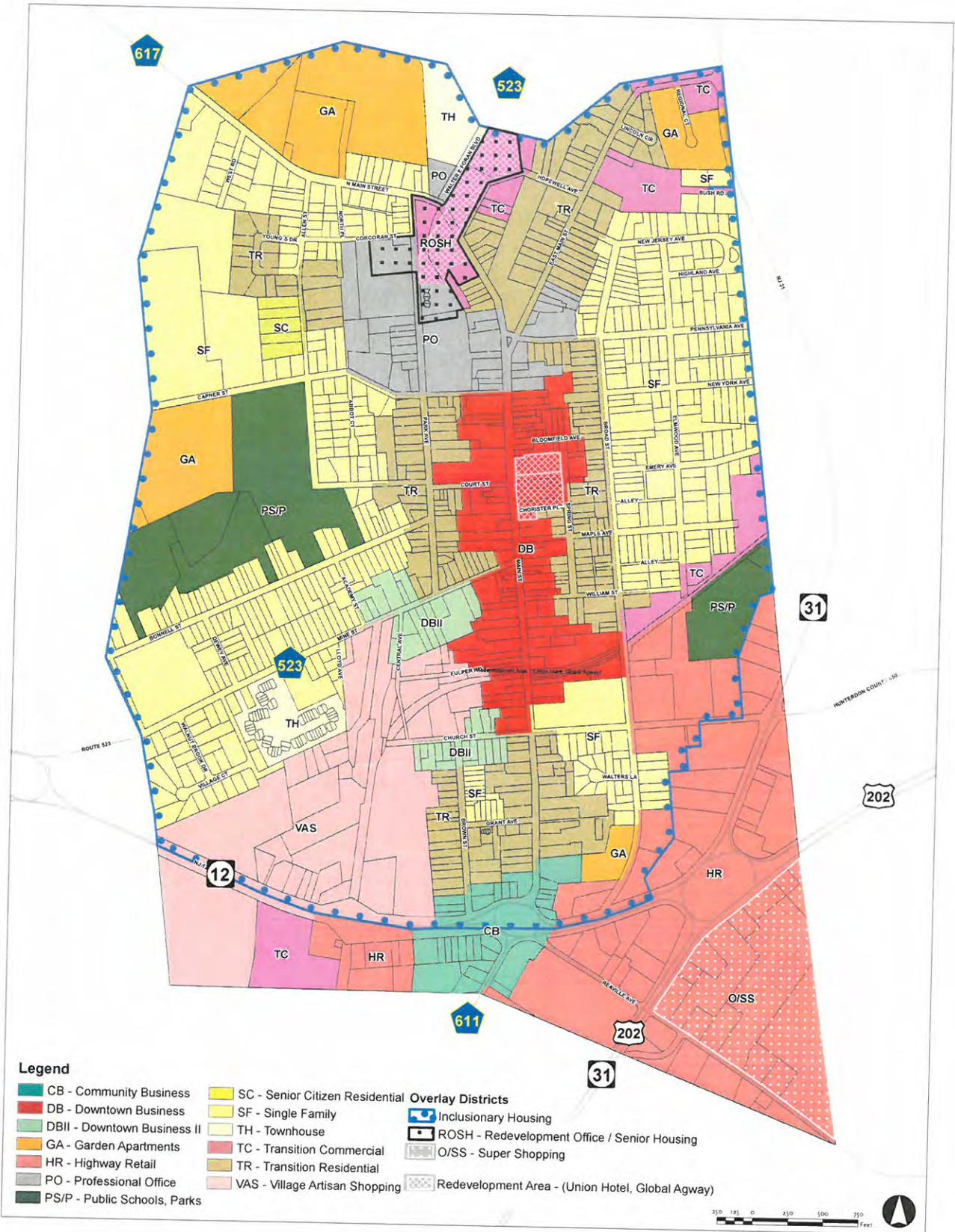
The Flemington Water Department (FWD) operates six wells to provide water to Borough residents and businesses. While the entire Borough is located within the service area of the FWD, there remain a limited number of residences served by private wells. The groundwater diversions from these wells and the distribution to customers are regulated by the NJDEP. After identifying a lack of NJDEP mandated water capacity to accommodate existing demand and future growth, the Borough has, and continues to work diligently to, identify new groundwater sources and is in the process of pursuing additional water sources, including a new well (the sixth well), to serve approved and anticipated development.

MAJOR PROBLEMS AND OBJECTIVES & CURRENT RECOMMENDATIONS

The entire Borough is located within the sewer service area of the Raritan Township Municipal Utilities Authority (RTMUA). The sewerage collection system in the Borough was initially installed in the mid-1800's and has expanded over the years to include newer development. The sewage treatment is handled by the RTMUA treatment plant, located in Raritan Township along the South Branch of the Raritan River, and is regulated by the NJDEP. The Borough is pursuing expansion of sewer capacity through infrastructure improvements (reduction of infiltration, for example) in order to adequately serve existing, approved, and anticipated development.

5. REDEVELOPMENT PLANNING

There are two areas in need of redevelopment in the Borough – the “Expanded Union Hotel” (Block 22, Lots 4-10, 12; Block 23, Lots 1, 7) and the Global Agway (Block 5, Lots 1 2; Block 14, Lot 1). A Redevelopment Plan for the Expanded Union Hotel was adopted in 2013 and amended in 2014. The Borough should adopt a redevelopment plan for the Global Away site that is consistent with the recommendations herein.



Zoning

Flemington Borough, Hunterdon County, NJ | March 2015

Clarke Caton Hintz Architects
 Planners
 Landscape Architects

APPENDIX A
STAKEHOLDERS

Affiliation	Contact	Category
EMS	Chief David Giuliani and Anita Huebscher	Borough
Fire Department	Robert Motzel, Chief	Borough
Tax Assessor	Ed Kerwin	Borough
Historic Preservation Commission	Elaine Gorman and Linda Swingle	Borough
Raritan-Flemington Intermediate School	Dr. Kathleen Suchorsky, Principal	Borough
Tirpok Cleaners	Andy Tirpok, III	Business
Main St. Manor B&B	Ken/Donna Arold	Business
Property Owner	Dick Stothoff	Business
Barkley's Pet Store	Andy Cohen	Business
The Grill Shack	Roseanna Di Marzio	Business
Blue Fish (Stangl)	Kelly and Stacey Casanova	Business
Turntable Junction	Michael Stuart	Business
Flemington Precast and Supply	Jeff Hoffman	Business
Cecilian Worldwide	Kathleen Cecilian	Business
Local Land Use Attorney	George Dilts	Business
Local Land Use Attorney	Steven Gruenberg	Business
Local Architect	Chris Pickell	Business
Local Developer	Bill Vogt	Developer
Local Developer	Barry Rubin	Developer
Local Developer	Mark Mulligan	Developer
Local Investor	Steve Romanowsky	Developer
Flemington Presbyterian Church	Rev. Dr. Thomas Robinson and Bill McGloghlin	House of Worship
Flemington United Methodist Church	Dr. Paul Jaw, Pastor	House of Worship
Hunterdon Land Trust	Patricia Ruby	Community
Resident -Blogger	Betsy Driver	Public
Resident -Blogger	Rich Higgins	Public
Resident -Blogger	Michele Blood	Public
Resident -Blogger	Amy Soltis	Public
Resident	Phil Veella	Public

Affiliation	Contact	Category
Resident	Karl Lackemacher	Public
Resident	Salvatore DiPasquale	Public
Resident	Jennifer Dyba	Public
Resident	Alice and Bob Schwade	Public
Resident	Lois Stewart	Public
Senior Community	Irma Bodine	Public
HealthQuest	Jack Cust, Sr.	Developer
Mayor	Mayor Phil Greiner	Borough
Police Department	Lt. Jerry Rotella	Borough
130 Main Office Building	Don Shuman	Business
Agway Site Developer	Mike Patel	Developer
Stangl	Frank Banisch & George Eckelmann	Business
Family Success Center	Carmel Gettings	Community
Matt's Red Rooster	Matt McPherson	Business
United Way	Bonnie Duncan	Community
Dallas Group	David Dallas	Developer



Clarke Caton Hintz

March 7, 2014

Amendment to Redevelopment Plan for the Union

Hotel:

Expanded Union Hotel Redevelopment Area

Borough of Flemington, Hunterdon County, New Jersey

Prepared for the Borough of Flemington by:

Carl E. Hintz, ASLA, LLA, PP, AICP
Clarke Caton Hintz
PP License # 1217



Clarke Caton Hintz

Flemington Borough Land Use Board

Todd Cook, Chairman

Erica Edwards, Mayor

Phil Velella, Mayor's Designee

Brian Budney

Laureen Kenoyer

Mary Melfi

Mark Hain

Edna Pedrick

William Wachter

Susan Monaco Engelhardt

Phil Greiner

Eileen Parks – Board Secretary

Carl Hintz, LLA, ASLA, PP, AICP (Clarke Caton Hintz) – Board Planner

William Gianos, Esq. (Gianos & Phillips) – Board Attorney

Robert Clerico, PE, CME, PP (Van Cleef Engineering) – Board Engineer

Judd Rocciola, PE (Rocciola Engineering) – Board Traffic Engineer



Clarke Caton Hintz

Flemington Borough Council

Mayor Erica Edwards

Phil Velella, Council Chairman

Brian Swingle, Vice Chairman

John Gorman

Phil Greiner

Joey Novick

Dorothy Fine

Rebecca Newman, RMC – Borough Clerk

Carl Hintz, LLA, ASLA, PP, AICP (Clarke Caton Hintz) – Borough Planner

Barry Goodman, Esq. (Greenbaum, Rowe, Smith & Davis) – Borough Attorney

Robert Beckelman, Esq. (Greenbaum, Rowe, Smith & Davis) – Borough Attorney

Robert Martucci, PE (Van Cleef Engineering) – Borough Engineer

Judd Rocciola, PE (Rocciola Engineering) – Borough Traffic Engineer

Clarke Caton Hintz **I. INTRODUCTION**

The Union Hotel has a long and important history in the center of Flemington Borough. Built in 1878 on the site of an earlier inn, the Hotel sits across from the historic Hunterdon County Courthouse, the Hall of Records and the Hunterdon County Administration Building. Since the 1950's, it has been underutilized. Since 2008, it has been vacant. This vacancy of a crucial building in the center of downtown business district and its deteriorating condition are the driving forces behind the preparation of this plan.

The original Redevelopment Plan for the Union Hotel was the result of lengthy public process that began in April of 2010 when the Flemington Borough Council authorized Clarke Caton Hintz to prepare an "Area in Need of Redevelopment Study", and culminated in a public presentation of the draft Redevelopment Plan on September 21, 2010 to get feedback and comments.

The Plan aims to understand and preserve the important history and architecture of the Union Hotel while making the site attractive for high-quality, economically viable redevelopment. The main portion of the building must be preserved and restored, while the plan seeks to give the potential Redeveloper some flexibility in terms of potential uses and treatments for the remainder of the building and site, and seeks to provide assistance in addressing parking requirements, funding and approvals.

Subsequently, on August 12, 2013 the Borough Council adopted a resolution directing the Planning Board to study the series of buildings to the south of the Union Hotel up to an including the Team Capital Bank building located at 110 Main Street and the building known as the Flemington Choir School located at 3 Chorister Place, consisting of the following properties identified by Lot and Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 12, (the "Expanded Study Area"), to determine whether the Expanded Study Area qualifies as an area in need of redevelopment under State law. This firm conducted that study on behalf of the Planning Board in which report it determined that the Expanded Study Area demonstrates various factors that supported an area in need of redevelopment designation.

A hearing on the study area was held by the Planning Board on December 16, 2013, during which public comment was encouraged. Following the hearing the Planning Board endorsed the study results and directed that a resolution be prepared. On January 28, 2014 the Board adopted its resolution recommending to the governing body that the Expanded Study Area be designated as a redevelopment area. On February 10, 2014 the



Clarke Caton Hintz governing body adopted a resolution designating the Expanded Study Area as an area in need of redevelopment.

2. GOALS OF THE REDEVELOPMENT PLAN

The overall goal of the Redevelopment Plan for the Expanded Union Hotel Redevelopment Area is to encourage vibrant, sustainable, long-term, mixed-use redevelopment of the block to the south of the Union Hotel that:

- Is compatible with and enhances the historic character of the Union Hotel and Historic District;
- Attracts new visitors and residents to Flemington Borough;
- Supports the existing businesses and other uses on Main Street and in Flemington Borough;
- And that is cohesive with adjacent residential uses.

3. STATUTORY REQUIREMENTS

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to the Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan.

With respect to items 3 and 4, no property acquisition is anticipated in the Expanded Study Area and no relocation shall be required.



Clarke Caton Hintz **4. BOUNDARY MAP**

See Study of Expanded Union Hotel Area in Need of Redevelopment prepared by this firm and adopted by the Planning Board on December 16, 2013, which is incorporated by reference and attached hereto as Exhibit A.

5. EXISTING LAND USES

See Study of Expanded Union Hotel Area in Need of Redevelopment prepared by this firm and adopted by the Planning Board on December 16, 2013, which is incorporated by reference and attached hereto as Exhibit A.

6. BUILDINGS AND SITE DESCRIPTION

See Study of Expanded Union Hotel Area in Need of Redevelopment prepared by this firm and adopted by the Planning Board on December 16, 2013, which is incorporated by reference and attached hereto as Exhibit A.

7. PUBLIC OUTREACH

The preparation of this Redevelopment Plan was informed by the hearings at the governing body and Planning Board meetings at which the study and related report were initially directed to be prepared and ultimately adopted.

8. RELATIONSHIP OF THE REDEVELOPMENT PLAN TO THE BOROUGH'S MASTER PLAN

The Flemington Master Plan was adopted in 2010, replacing a master plan adopted in 1997. Six goals and objectives of the 2010 plan directly relate to the goals of this Redevelopment Plan for the Expanded Union Hotel Area:

- Preserve, protect and enhance the integrity of Flemington's historic district and the historic resources within.
- Employ strategies to encourage community and economic development within the Borough.



Clarke Caton Hintz

- Integrate the residential and commercial segments of Flemington Borough to benefit the entire community.
- Strengthen and enhance the commercial sector of the Borough, with an emphasis on attracting specialty retail and restaurants, and encouraging the redevelopment of underutilized properties particularly those within the Downtown Business District.
- Encourage a redevelopment solution for the Union Hotel property that protects and enhances the site as a significant historic resource and at the same time ensures the site's long-term financial viability.
- Encourage sustainable practices including the use of green building techniques as well as the use of alternative technologies including those that produce clean energy or otherwise have a comparative reduced impact upon the environment.

Redevelopment of the Expanded Union Hotel Area is consistent with the goals of the Borough's Master Plan.

Since the Expanded Union Hotel Area is a series of buildings located in the center of the Borough, this Plan does not have a significant relationship or impact on any municipality adjacent to Flemington Borough.

9. LAND USE STANDARDS

This Plan shall constitute an "overlay" zone within the existing Downtown Business District (DB) Zone. Unless otherwise specified below or elsewhere in this Plan, the DB Zone zoning regulations and applicable use, bulk and design standards and requirements will continue to apply in the redevelopment area south of the Union Hotel. The Redevelopment Plan for the Union Hotel shall continue to control and apply to the Union Hotel property, as set forth in the Union Hotel Redevelopment Plan.

Minimum Lot Area: Existing

Minimum Lot Width: Existing

Minimum Front Yard: Match Existing Building

Minimum Side Yard: To be determined

Minimum Rear Yard: 20 feet (0 feet for accessory building)

Maximum FAR: To be determined



Clarke Caton Hintz

Maximum Height: Four Stories and 55 feet; not to exceed the ridgeline of the existing Union Hotel building.

Maximum Building Coverage: To be determined

Maximum Impervious Coverage: 100%

Parking: Various options exist.

10. DESIGN STANDARDS

All exterior rehabilitation work and the design of any proposed additions shall meet all relevant Flemington Ordinances, as well as the Secretary of the Interior's Standards for the Treatment of Historic Properties.

11. PARKING

There are various parking arrangements possible but all must recognize the existing parking presently owned or controlled by the individual property owners. Such parking arrangements and options are specified in the Union Hotel Redevelopment Plan previously adopted.

12. REDEVELOPER AGREEMENTS AND SELECTION OF REDEVELOPER

The Governing Body shall act as the Redevelopment Entity responsible for the implementation of this Plan.

As the Redevelopment Entity, the Governing Body shall preliminarily review and approve as set forth herein all project concepts and proposals, including design and architectural elements, proposed by any existing or potential property owner, whether such proposal is presented directly or through a competitive process. Note, however, that an RFP process is not mandated by this Plan, nor is the Borough required to solicit bids pursuant to the Local Public Contracts Law. Accordingly, the Borough expressly reserves the right to work with existing property owners, and in particular to select directly a qualified purchaser/developer for its 90-100 Main Street property.

13. ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS



Clarke Caton Hintz Amending the Redevelopment Plan:

Upon compliance with the requirements of applicable law, the Borough Council may amend, revise or modify the plan, as circumstances may make such changes appropriate. This Plan does not provide for variance relief pursuant to N.J.S.A. 40:55D-70. The Governing Body may, in its discretion, provide a waiver from any design requirements if it deems such waiver generally consistent with the goals and objectives herein and not otherwise detrimental to the Plan or the community.

Duration of the Plan:

The Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Borough Council.

14. IMPLEMENTATION

In order to insure a timely and effective redevelopment of the Expanded Union Hotel Redevelopment Area, the following action steps are suggested:

1. The Borough will schedule on-going meetings with property owners in the Redevelopment Area, adjacent property owners and with the public in general to keep them apprised of progress and to solicit feedback on the Redevelopment process.
2. The Borough will work to sell its 90-100 Main Street property in such a way as to achieve a fair price in view of the objectives of the Union Hotel Redevelopment Area and Plan.

15. FUNDING OPPORTUNITIES

There are a variety of funding mechanisms provided by law for which property owners within the Redevelopment Area may qualify, including:

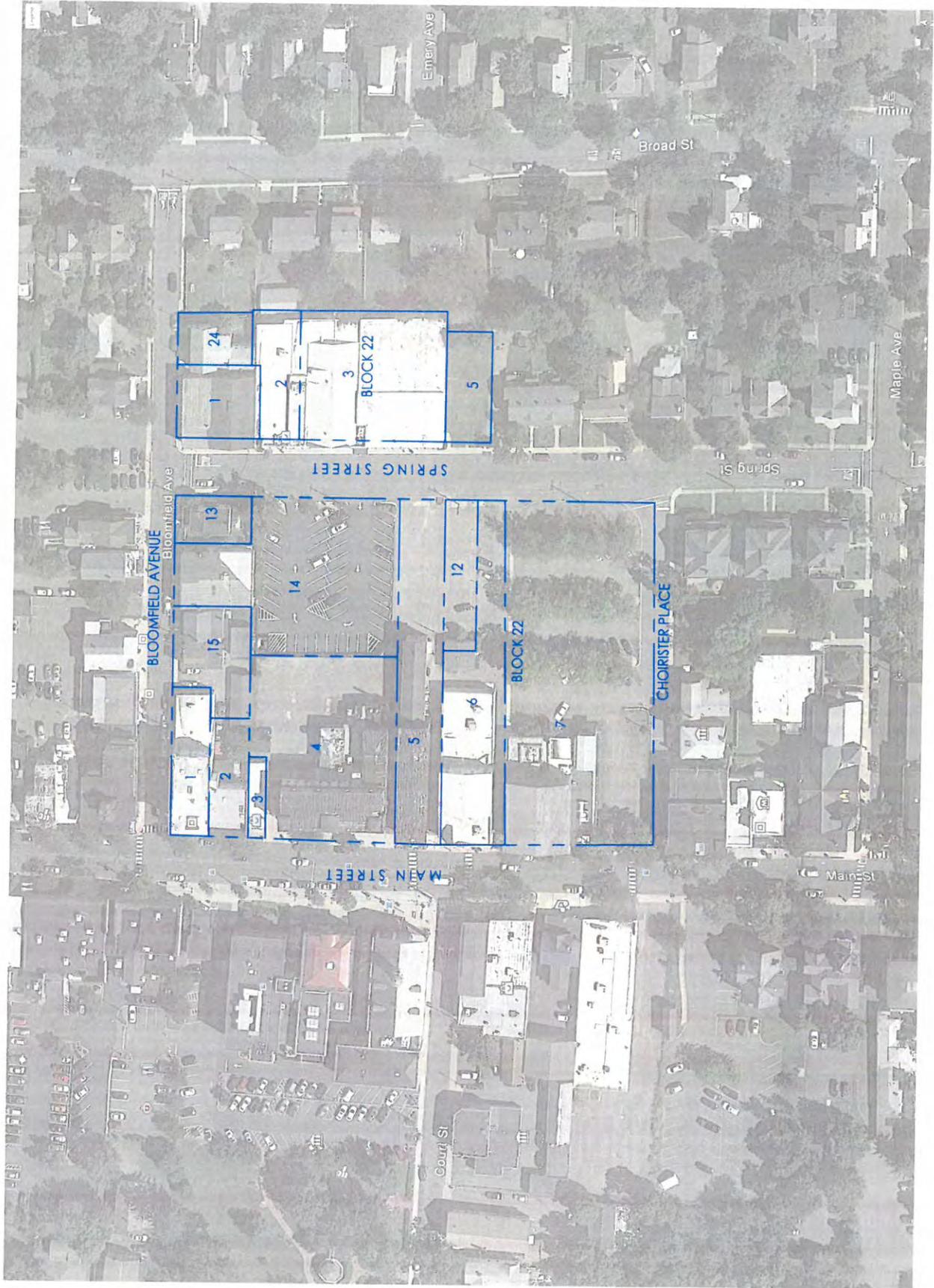
- Tax Abatements and “Payment in Lieu of Taxes” (PILOT) Agreements
- Parking Authority
- Energy Efficient Commercial Buildings (EECB) Tax Deduction
- Federal Business and Utilities Generation Tax Credit
- NJ EDA: Economic Redevelopment and Growth (ERG) Grant
- NJEDA Financing



Clarke Caton Hintz

- Historic Preservation Grants and Loans
- Federal Historic Tax Credit (if the project meets the Secretary of the Interior's Standards)

See the Union Hotel Redevelopment Plan for more detailed information



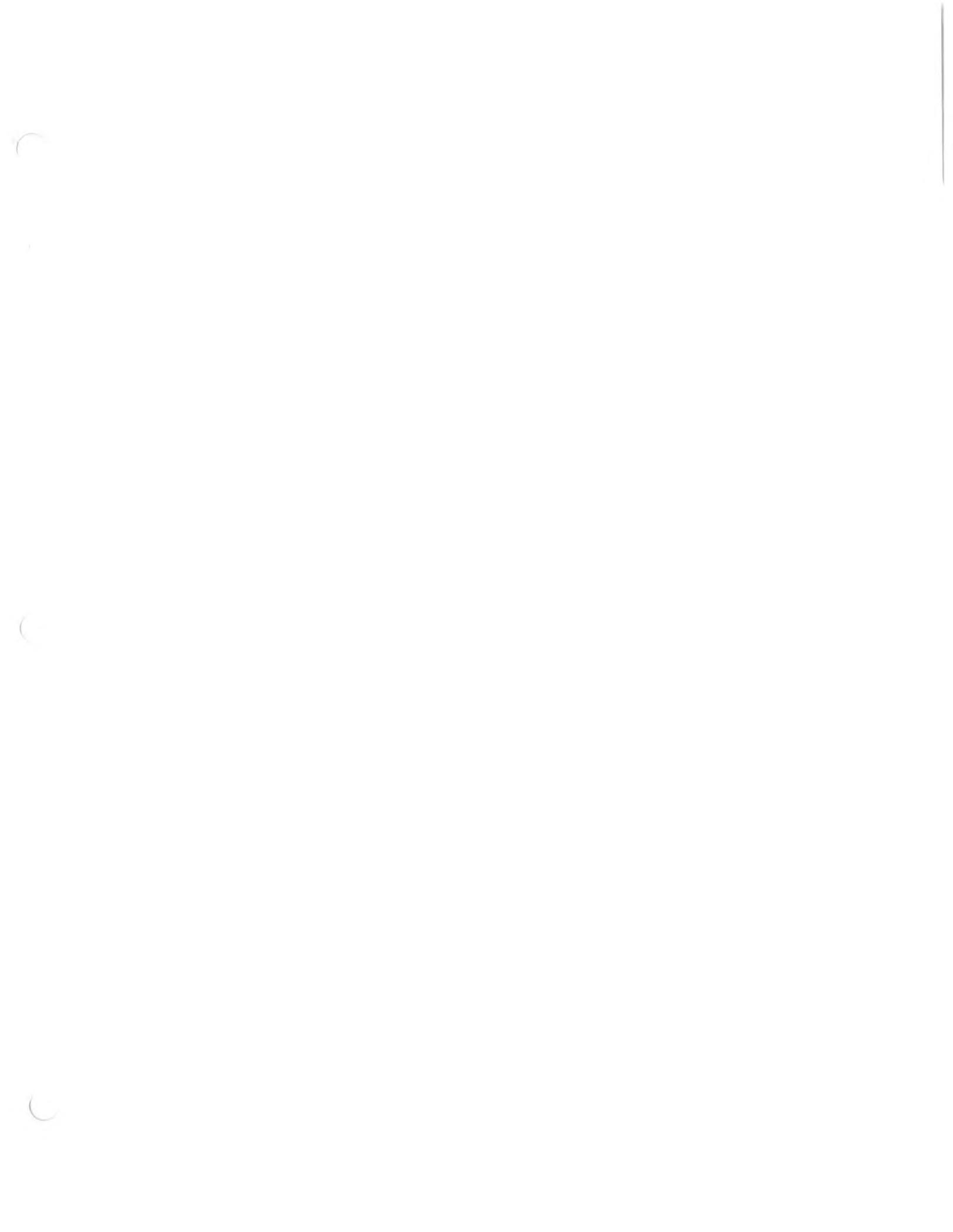
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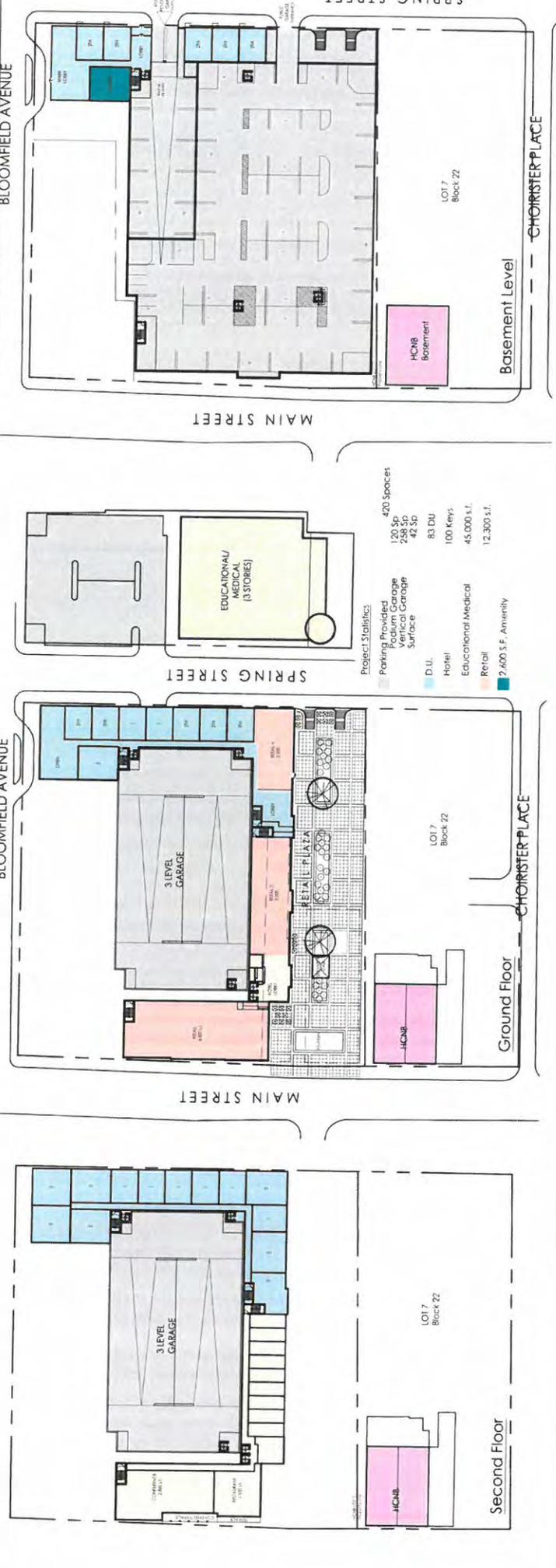
NNO WASKO ALTERNATIVE I - NO BUILD
 ARCHITECTS AND PLANNERS
 TLANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM

FLEMINGTON CENTER
 URBAN RENEWAL LLC.

COURTHOUSE SQL
 FLEMINGTON, NEW JERSEY

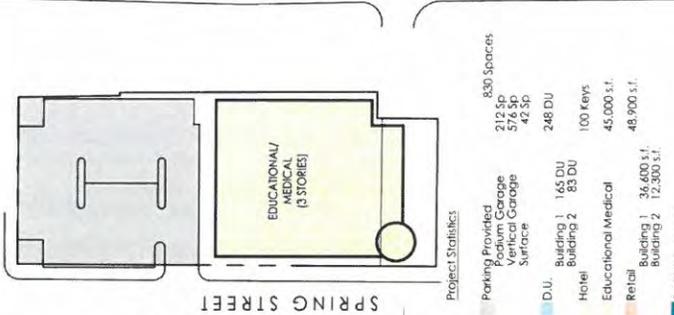
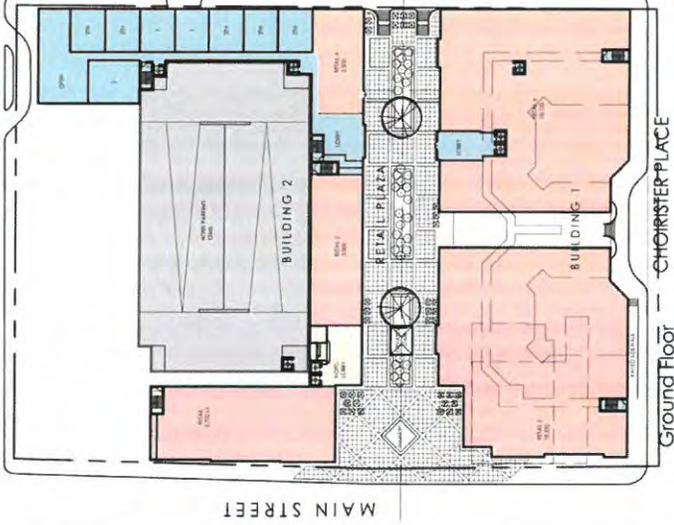
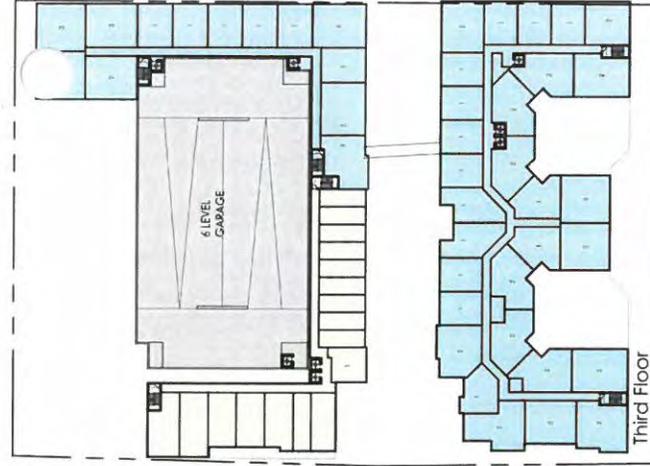
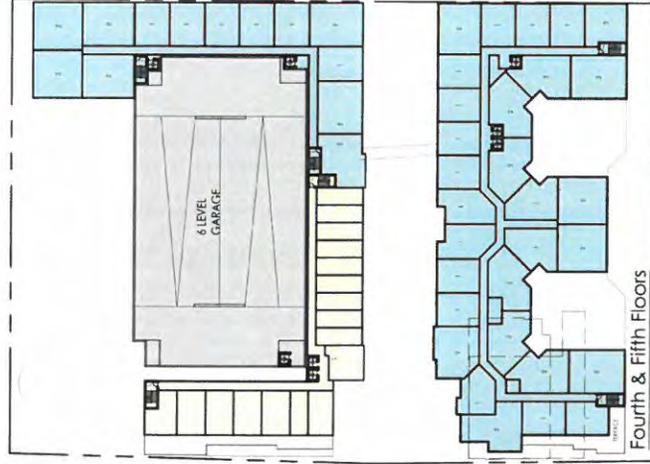
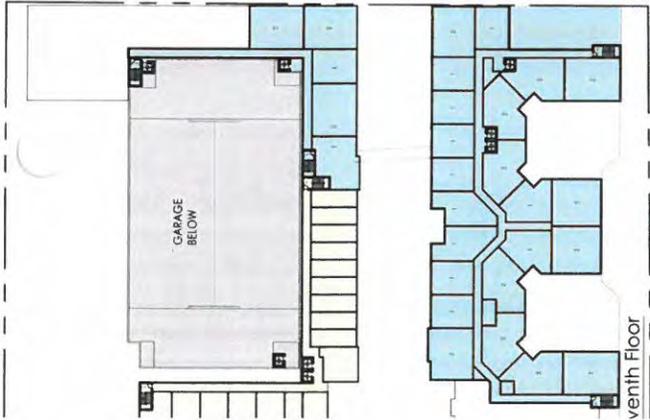
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Project Statistics

Parking Provided	420 Spaces
Garage Surface	150 Sp
Vertical Garage Surface	270 Sp
D.U.	83 DU
Hotel	100 Keys
Educational/Medical	45,000 s.f.
Retail	12,300 s.f.
2,600 S.F. Amenity	



Project Statistics

Parking Provided	830 Spaces
Podium Garage	212 Sp
Vertical Garage	576 Sp
Surface	42 Sp
D.U.	248 DU
Building 1	165 DU
Building 2	83 DU
Hotel	100 Keys
Educational/Medical	45,000 S.F.
Retail	48,900 S.F.
Building 1	36,600 S.F.
Building 2	12,300 S.F.
2,600 S.F. Amenity	

DATE

MINNO WASKO

DAVID J. MINNO, A.I.A., P.P.

Mr. Minno is President and a Principal in MINNO & WASKO Architects and Planners. Mr. Minno specializes in private sector, large mixed-use redevelopment including TOD's and projects that have significant residential components. Historic rehabilitation and repurposing represent many of his redevelopment projects. Many of his projects reflect client relationships that span more than fifteen years, including Roseland Properties, RXR, The Bozzuto Group and Mill Creek Residential.

In his 35 year experience Mr. Minno and has, on a regular basis, been involved with the design of both new buildings with historically informed exterior design and repurposing of historic buildings. Many of his unparalleled redevelopment projects are within local historic districts. Examples include: Modera Lofts in Jersey City, NJ repurposing of a 1905, eight-story timber warehouse; Parkway Lofts in Bloomfield, NJ repurposing of a 1904, six-story manufacturing building, Newtown Station, Newtown, PA repurposing of an 1896, two and one-half story masonry millwork shop and Edison Battery Lofts in West Orange, NJ repurposing Thomas Edison's 240,000 square foot battery manufacturing facility.

MINNO & WASKO currently are working on sustainable, redevelopment projects in the following cities: Jersey City, Hoboken, Stamford, Morristown, Somerville, Park Ridge, Asbury Park, Bayonne and Harrison. Most of these commissions were obtained by partnering with project developers and competing for RFP based sites.

Mr. Minno has deep experience in obtaining regulatory approvals for large scale development and becomes involved in the architectural design of a project at the early stages of a concept. MINNO & WASKO offer their clients, quality design, historic preservation, cost-effective detailing and timely services. The firm has a staff of over 75 professionals, who are experienced in all forms of residential and light-frame commercial construction with offices in Lambertville and Newark, New Jersey.

Mr. Minno has his Masters of Architecture degree from the University of Pennsylvania and a Masters of Business Administration from the Wharton School. He is active in many professional groups including the Urban Land Institute and The Congress for New Urbanism. He has volunteered his professional services to Habitat for Humanity.

REPRESENTATIVE HISTORIC PRESERVATION PROJECTS

Modera Lofts – Jersey City, New Jersey

This adaptive reuse of the historic, 1905 Butler Warehouse in Jersey City was completed under the “Arts District Redevelopment Plan” in 2016. This eight-story timber-framed loft building was in disrepair for many years and was in danger of demolition. Mill Creek Residential Trust repurposed the building into 366 luxury, loft apartments with extensive amenities, a 4,000 s.f. art gallery, 5,000 s.f. restaurant, 11 working artist studios and a roof-top amenity deck with views of Manhattan. Besides being a Redevelopment Project, it is also a Transit Oriented Development being located two blocks from the Grove Street PATH Station. This project was approved by the Jersey City Historic Board.

Parkway Lofts – Bloomfield, New Jersey

Parkway Lofts is a signature adaptive reuse of a former 1904, Westinghouse Electric factory into 361 loft style apartments. The original six-story factory allowed for the ground level to be divided into two levels – parking on the first level and residential units on the second level. Also added to the project is an additional penthouse level with apartments that include private outdoor terrace space. The original structure of concrete floors, concrete mushroom columns and brick exterior walls remain and exposed as architectural features in the new design. Large glass shop windows have been replaced with period appropriate glazing. This Transit Oriented Redevelopment was completed in 2013.

Newtown Station – Newtown Borough, Bucks County, PA

Newtown Station, a new Traditional Neighborhood Development, includes the adaptive reuse of an historic, brick-millwork building. This two-and one-half story building was converted into seven luxury townhomes maintained exposed masonry walls and metal filigree roof trusses. The project was completed in 2009 with approvals from the Newtown Borough Historical Society.

Edison Battery Lofts – West Orange, New Jersey

This Redevelopment project includes the adaptive reuse of Thomas Edison's Battery Factory and well as new development. Repurposing of the six-story, 430,000 s.f. factory into 300 apartments and 23,000 s.f. of amenity space on the ground floor will help revitalize the immediate neighborhood that has seen the property vacant for decades. The original façade will be preserved saving and repairing the concrete and replacing the large, industrial windows with new period appropriate glazing. This project is currently under construction with approvals from the West Orange Historical Society.

Vernon Manor Barn – Borough of Peapack-Gladstone, NJ

Vernon Manor Barn is an adaptive reuse of a 1906 barn that has been repurposed into high end interior design center. The original 9,000 square foot, A-framed wood structure was kept and supplemented as required, including the original interior exposed wood trusses. The exterior wall and roof finishes were replaced and insulated for improved thermal performance, while all the original stone was restored and repointed. Project completed 2016

CLIENT

Mill Creek Residential Trust

LOCATION

Jersey City, NJ

STATS

Renovation of Existing 8-story
1905 Warehouse
366 residential units

AMENITIES

Rooftop deck, Fitness center, Spin room
Conference Rooms, Bike Storage and
Repair Shop, On-site rentable
artist studios
24 Hour Concierge, Wine Tasting Room,
Yoga Room, Package Room, Cold Stor-
age for food delivery, Lounge, Commu-
nity Room, 24/7 Below Grade Valet
Parking, Rentable Storage Rooms, Kids
Play Room, Dog Grooming Room,
Community Laundry Room
Art Gallery
5,000 s.f. of retail space

TIMELINE

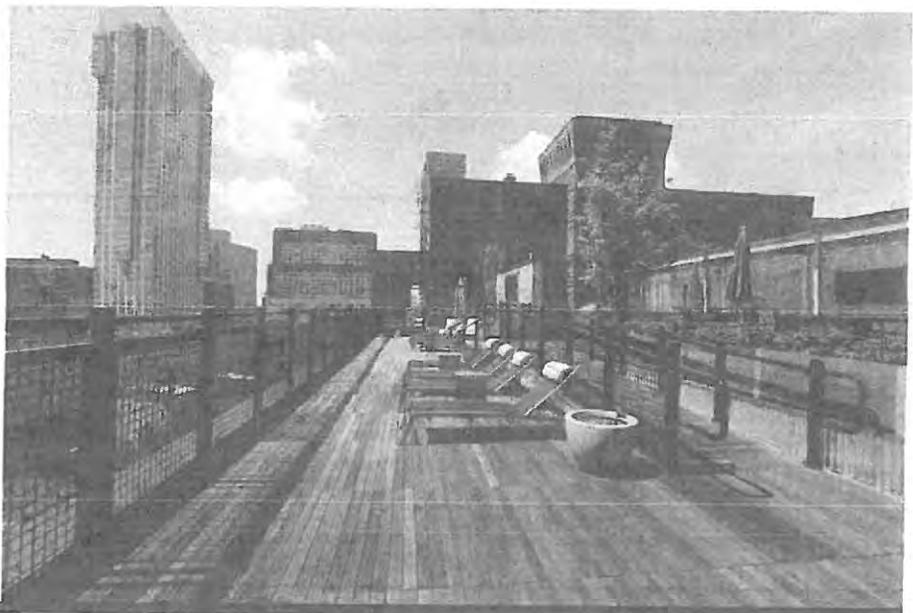
Completed 2016

Photos below by Luiz C. Ribeiro



As Mill Creek Residential's first adaptive reuse residential development, Modera Lofts is a renovation of Jarvis Hunts' The Butler Building at 350 Warren St. Minno & Wasko converted this historic industrial building into 366 residential units with a combination of loft-style studio and one-, two-, and three-bedroom apartment homes boasting 12-and-a-half foot ceilings, exposed brick, large windows and wood beams.

Located in the Powerhouse Arts District, the new apartments are just two blocks from the nearest Light Rail Station and one block from the Grove Street PATH station, providing seven-minute access to Manhattan's World Financial Center and 18-minute access to Midtown. The downtown neighborhood features a wide variety of entertainment, dining, and shopping venues.



CLIENT

Prism Capital Partners

LOCATION

Bloomfield, New Jersey

STATS

8 Stories

361 DU including Loft Units

Parking at Level One

Added 3-Story Parking Garage On-Site

HIGHLIGHTS

Fitness Center

Media Room + Billiards Lounge

TIMELINE

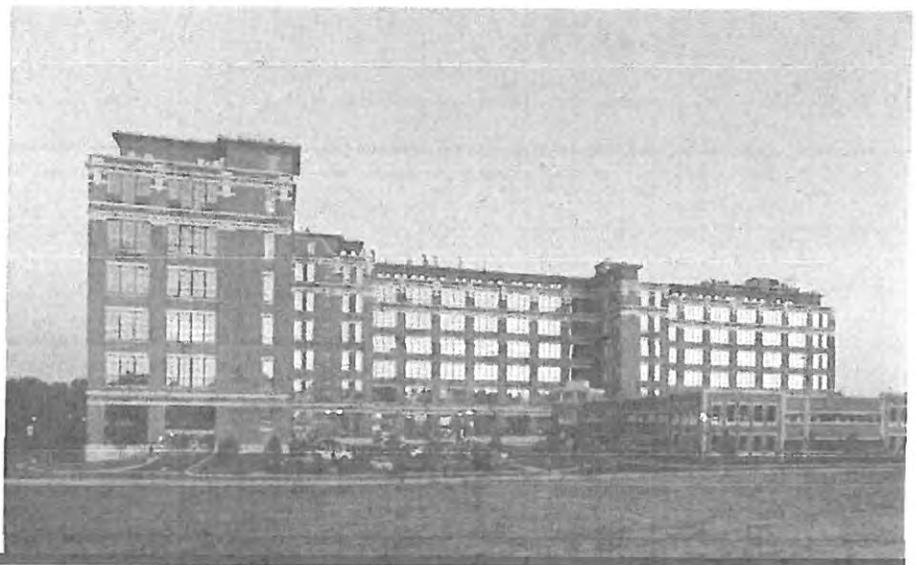
Completed 2013



Parkway Lofts is a signature adaptive reuse project of a former Westinghouse Electric factory into 361 loft style apartments. The project straddles the towns of Bloomfield and East Orange in Essex County and is within convenient proximity to regional rail and bus service.

The existing structure of the 6-story warehouse building allowed for the ground level to be divided into two levels—parking on the first level and residential units on the second level. Also added to the project is an additional penthouse level with apartments that include private outdoor terrace space and distant views including the Manhattan skyline. Additional parking was added to the site with a free-standing three-level parking facility.

The interiors represent a combination of contemporary and industrial. Many of the units have second story loft bedrooms to produce a much-desired urban floor plan. The loft style apartments will benefit from the 17 foot floor to floor ceiling heights and original warehouse concrete structure.



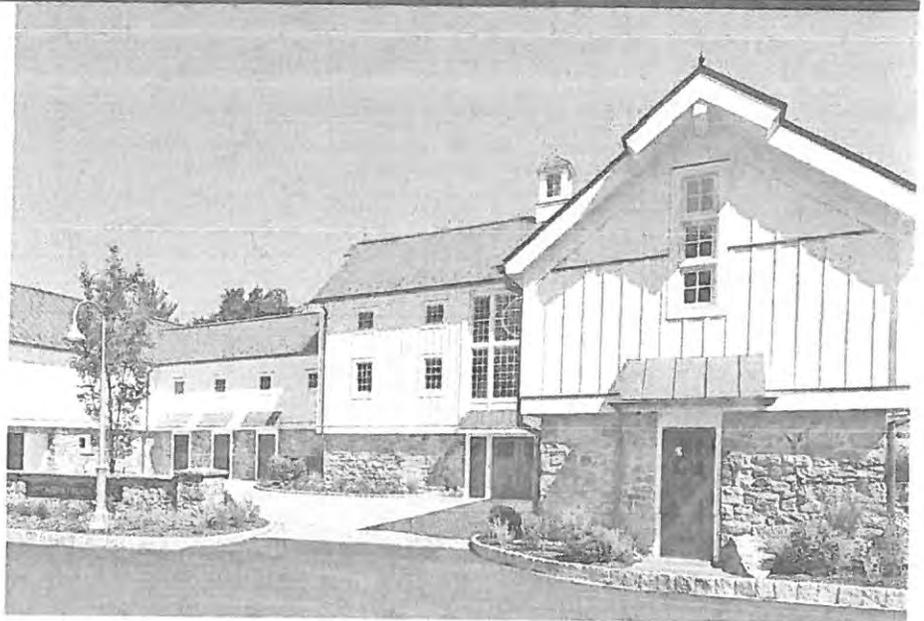
Vernon Manor Barn

CLIENT
Jessica Associates

LOCATION
Borough of Peapack-Gladstone,
New Jersey

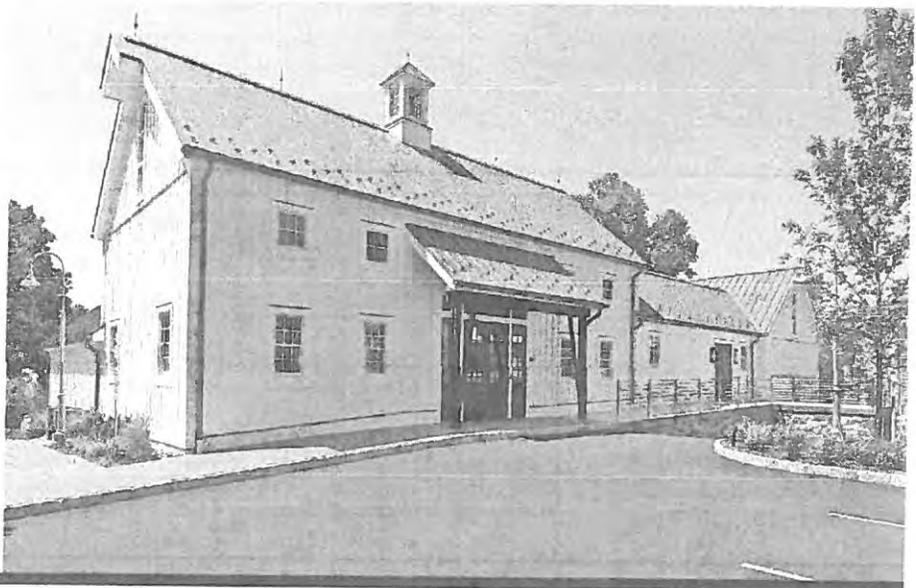
STATS
Adaptive Reuse of a 9,000 SF barn

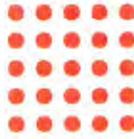
TIMELINE
Completed 2016
Photo Credit: John DePrima



Vernon Manor Barn is an adaptive reuse of a 1906 barn located on a three acre site in Gladstone, New Jersey. The original 9,000 square-foot a-framed wood structure was kept and supplemented as required to convert the original barn to high-end office and mercantile space. Modern comfort and conveniences were added while the original interior exposed wood was restored to better-than-new condition. The exterior wall and roof finishes were replaced and insulated for improved thermal performance, while all original stone masonry was restored and repointed. Site circulation was also improved to assist in the change from private to public use.

The Barn shares a 3-acre site with The Cottages at Vernon Manor which includes six buildings—an 8 unit, two story apartment building, a single family bungalow and three apartment buildings. Faux ruins of buildings that were once part of the site have been added to the landscaping to maintain the historical appearance of the property.





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historic preservation / cultural resources

Peter A. Primavera
Managing Partner & Founder



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LinkedIn: Peter Primavera

Peter Primavera is the founder and President of **Peter Primavera Partners, llc**. He has over 33 years of professional experience. His expertise includes Historic Preservation, Cultural Resource Management, History, Urban Redevelopment, and Archaeology with a specialty in designing, coordinating, and administering projects that involve complex regulatory and legal issues.

Experienced in all aspects of federal, state, and local regulations involving Cultural Resources and Historic Preservation. While he was trained as a cultural anthropologist, he qualified as a Historian and Architectural Historian by NPS, and has extensive experience in Northeast archaeology. At 17 began work for two Princeton Archaeologists and Historians. At 24, he founded Cultural Resource Consulting Group while in graduate school, with offices in New York City, Philadelphia, and New Brunswick, NJ, it included a staff of 82. Peter sold it in 2010.

Has directed over 3,000 projects for public and private sector clients. Over 1,500 Technical reports. Projects have been conducted for major urban redevelopments, county-wide parks systems, historic site restoration and planning, large commercial and residential developments, major road improvements, and utility and energy projects. Projects have been conducted in New Jersey, New York, Pennsylvania, Delaware, Colorado, Connecticut, Maryland, Virginia, South Carolina, Ohio, Alabama, Florida, Massachusetts, the District of Columbia, Wyoming, Kenya, and Tanzania.



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Held many key positions in trade organizations, spoken at many conferences, and has a huge network of contacts and a national industry leading reputation.

Possesses exceptional experience with National Historic Landmarks (NHL), and has worked on many nationally significant historic sites. In addition, he is the Founder and current President of National Historic Landmark Alliance, with over 3,000 Landmark members across the country, and has continued to work with numerous NHLs. He is currently completing two books about NHLs.

Works closely with numerous municipal, state, and federal agencies:
State Historic Preservation Offices (NJ, NY, PA, DE, CT, SC, D.C., VA., MA, FL)
National Park Service National Trust for Historic Preservation
State D.O.T.s New Jersey D.E.P.
Pennsylvania Museum and Historical Com. Pinelands Commission
Federal Energy Regulatory Commission Advisory Council on Historic Preservation
US - EPA Department of Treasury – OCC
US - GSA US - Army Corps of Engineers
New York Landmarks Preservation Com. US - Federal Communications Comm.
New York State Office of Parks, Recreation & Historic Preservation
Municipal Historic Preservation Commissions, HARBS, Planning Boards

EMPLOYMENT

Peter Primavera Partners, llc, Founder and President	New Brunswick, NJ	2010-current
Cultural Resource Consulting Group, Founder and President	Highland Park, NJ Philadelphia, PA New York City, NY	1984-2010
Historic Sites Research Field/Lab Supervisor, Field Director, Crew Chief, Research Assistant	Princeton, NJ	1976-1984

EDUCATION

Rutgers University	Ph.D. program (DNF)	Anthropology
Rutgers University	B.A. degree, with Honors	Anthropology
Historic Sites Research Princeton	Field & Lab Director, Archaeology, Cultural Resources & Historic Preservation	
Harvard University Graduate School of Design	Certificate in Environmental Planning, "Restoring Our Natural and Built Environments: The New Frontier"	



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Professional development classes and seminars completed in:

- Business
- Leadership
- Management
- Nonprofits
- Finance
- Human Resources
- Marketing
- Fund-Raising
- Organizational Development
- Historic Preservation
- Smart Growth
- New Urbanism
- Ecological Restoration

US Green Building Council Completing L.E.E.D. accreditation

Harvard University Fellow Nominee in the Loeb
Graduate School of Design Fellowship Program

Leadership New Jersey Accepted to the Fellowship for 2010 and 2011

Professional Services

- Client Representation & Advocacy
- Regulatory Compliance
- Agency Negotiations
- Expert Testimony
- Strategic, Tactical, & Operations Planning & Policy
- Producing RFPs & Consultant Selection Criteria
- Training Professional Staff and Historic Preservation Commissions
- Historic Preservation Ordinances
- Community Involvement & Outreach
- Funding Strategies & Grant Writing
- Cultural Resource Surveys
- Historic Preservation Consulting
- Section 106 compliance & NEPA
- Downtown Revitalization
- Non-Profit Management
- HABS/HAER/HALS documentation
- Historic Site Surveys
- Cultural & Heritage tourism
- Archaeological investigations
- National Historic Preservation Act compliance
- National Register nominations
- Historic Structures Reports
- Grant strategies and applications
- Historic Investment Tax Credit applications
- Preservation Planning
- Historical research



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Sample Project Experience

- 47 approvals for TD Bank locations on the eastern seaboard
- Numerous studies for WalMart, Home Depot, Lowes, WaWa, Exxon, PNC
- 12,000,000 sf Mixed Use Redevelopment Project, Hoboken -LCOR
- 18,000 acre Wetlands Restoration Project, NJ, - PSEG
- US Route.1 Major Highway Expansion, Trenton to New Brunswick - NJDOT
- 740 Miles of Gas Pipelines, NY, NJ, PA, - Duke Energy
- Woodrow Wilson Hall NHL, Historic Structure Report - Monmouth University -
- 29 Housing Development Projects, - K. Hovnanian
- 6 Major Urban Development Projects in New Brunswick, NJ, - NBDevco
- City-Wide Study of all Historic Districts, - Preservation Alliance of Philadelphia
- Brooklyn Navy Yard, NYC – Study of Officers Row, - BNYDC
- Harvard University Alston Campus Master Plan, - Cooper Robertson
- Large Waterfront mixed use development project, Perth Amboy, - Kushner
- 5,200 Acre Chapin Estate, NY, - Woodstone Development
- International Design Competition, College Ave Project, - Rutgers University
- AT&T Holmdel Adaptive Reuse Study/Historic Tax Credits - Somerset Develop.
- 1,500-acre Casino Resort Project, Poconos, PA, - Pocono Manor
- Union County Wide Study of 18 Olmstead Designed Parks, - Union County
- Somerset County wide study of all historic resources in 21 municipalities
- Hudson River Drift Removal project, NY and NJ, - US Army Corps of Engineers
- Major Electric Generation Plant, - LS Power, NJ
- Japanese UN Consulate, NY – Adaptive Use Rehabilitation Study
- DUMBO Historic District, NYC – Consulting with developer for Historic Tax Credits and Design of New Buildings
- Large Housing Development, Dragon Run Farm, DE, - Toll Brothers
- Major Sewer Expansion Project around East and West Princeton, included extensive study of the Princeton Battlefield National Historic Landmark
- Section 106, HPC, and HARB approvals for reuse on a historic building in the Alexandria Historic District, VA - Commerce Bank
- Section 106, HPC, and HARB approvals for reuse on a historic building in the South Beach Historic District, Miami, FI - Commerce Bank
- Cincinnati Union Train Terminal, Ohio, – Historic Materials Analysis
- College of Charleston National Historic Landmark, SC – Masonry Analysis
- Union Square, National Historic Landmark, NYC, NY – Approvals for new Residential Tower
- Carnegie Hill Historic District, NYC – Analysis of Boundary expansion and defense for proposed new residential tower
- Development of National HP Program in Kenya, Kenya National Museum
- South Street Seaport Archaeological Investigations for 3 years, NYEDC
- Archaeological Investigations (all Phase I, II, III)
 - Federal Senior Housing Project, Hamilton Twp
 - Corporate HQ, K Hovnanian, Red Bank, NJ
 - LS Power Generating Plant, West Deptford, NJ
 - BL England Power Generating Plant, Cape May Co., NJ
 - Toll Brothers, West Windsor Housing Project, NJ



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RECOMMENDATIONS

Mike J. Gross, Esq, Chief Executive Officer at Giordano, Halleran & Ciesla

"I have worked with Peter for over 28 years on a variety of projects from the small, very simple to the large, highly complex. Peter has extensive knowledge of both the Federal and State regulatory process as it relates to cultural resources and the substantive issues related to historic structures and archaeological resources. I would highly recommend Peter and his Company to effectively handle cultural resource issues."

Robert Goldsmith, Esq., Partner – Greenbaum Rowe Smith Davis & President of Downtown New Jersey

"I have known Peter for more than 20 years in the context of land use and redevelopment. He is well regarded as a first class consultant in historic preservation and related development issues. I have also participated with Peter in various seminars presented to the development industry and I can personally say that he is knowledgeable, experienced and well respected.

Over the last year Peter and I have worked very closely to revitalize and run the statewide downtown education and advocacy group, Downtown New Jersey. Peter is the Executive Director and I am the President. During that time we have worked closely, efficiently and intelligently to bring this organization back to the prominence it deserves. Peter has been my primary go to person and has played a key role in the revival of this organization.

During this time we have faced various challenges but have worked cooperatively to address them and are enjoying the success that we have achieved.

Peter is well known throughout New Jersey and beyond for his experience and expertise in historic preservation and how to integrate historic preservation efficiently and effectively into development projects. I recommend Peter to anyone in the public or private sector who seeks professional expertise and management skills."

Stephen DePalma, PE, PP CEO – DePalma Group & NJIT Board of Trustees, Chair

"I have known Peter Primavera for over 25 years. During this time, we have worked together on over five hundred redevelopments, development, highway improvement, utility, and historic restoration projects throughout the Greater New York Tri-State Region. Peter has conducted himself in a highly professional manner and has always exhibited fervent support on behalf of his clients. Peter is a most knowledgeable individual and has an excellent grasp of historic public policy issues."

Chris Gaffney, Sr. VP, Toll Brothers "I have had the pleasure of working with Peter on numerous projects in NJ, DE, NY and PA. He has also given me guidance from time to time in other markets of the country. He brings a true balance of expertise in his field with an understanding of business need(s). I would highly recommend Peter to all!!!"



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Clinton Andrews, PE, PP, Ph.D - Professor of Urban Planning and Policy Development, Rutgers' Bloustein School of Planning and Public Policy

"Peter is a thoughtful and highly competent professional who I trust to do well for clients. My basis for this recommendation is the experience of our shared work in the Design Committee of the Main Street organization in Highland Park, NJ

Robert Adinolfi, Sr. VP, Renaissance Properties "I have had the pleasure of working with Peter on a couple of different projects and have been very pleased with the results. Peter knows his field from front-to-back and knows how to approach different issues from the best possible angle for his client. His expertise allows him to effectively manage his clients' expectations in terms of cost, timing, and to the greatest extent possible, results. For this type of work, you don't need a second name - call Peter."

John Caniglia, Esq., K.Hovnanian Enterprises "Peter has great expertise in this field & consistently produces excellent results."

George J. Carfagno, AICP/PP "Peter has been and remains my "go-to" expert when I need guidance on historic preservation and cultural resource issues encountered in brownfield redevelopment projects. Peter has successfully addressed challenging conditions encountered on major redevelopment projects that I directed for Kushner Companies and Cherokee Investment Partners, and I plan on relying on his expertise for future projects."

Doug Fenichel, Director Public Relations & Communications, K. Hovnanian Homes "Peter has earned a reputation with K. Hovnanian as an excellent source of information about the historical use of land being purchased and built on by K. Hovnanian. Peter also provided K Hovnanian with regulatory expertise to assure that the company was in compliance with land-use laws.

My work with Peter has taken place when he finds something of interest. Peter is not only knowledgeable and credible, he is well spoken and makes complicated findings simple and exciting. That's important when you're trying to be a good citizen and assure local residents that you're paying appropriate respect to artifacts or other objects you've found.

One such example was the finding of a Native American camping ground on land by the Navesink River. Peter's crew performed a full "dig" in a very visible part of town. Working together, we invited local media, school children and townspeople to see the dig and won praise from local media and the town.

Peter always has been available, returns call and has helped me by explaining his findings and the regulations that impact them. He's a pleasure to work with and is a great spokesperson."



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Leonard Bier, Esq, Bier Associates "I've retained Peter for a number of municipal development projects. His speed, accuracy, detail and ability to interact with the State of New Jersey's Historic Preservation Office has been critical to the timely execution of my parking facility construction projects.

Nathan Imm, LA, ACIP, PP - Urban Planner, City of Alexandria, Virginia

" I have worked with Peter Primavera for years, and believe that he has the skills and qualifications you seek.

Through our work together as Board members, Chairpersons, and active participants in the Main Street Highland Park organization, I have first-hand knowledge of Mr. Primavera's abilities in managing volunteers, consultants, non-profit and for-profit partners to achieve results for historic preservation and revitalization. Highland Park is a diverse environment with a wide variety of stakeholders, and a similar diversity in historic resources. Peter negotiated all situations that arose from the projects and processes that he managed with grace and genuine concern for all of the stakeholders. Peter also recognized the value of flexibility in the face of changes, while maintaining focus on the long-term goals of revitalization based on the preservation of the existing resources.

I have also had the opportunity to observe Mr. Primavera's work through an architectural alterations project that he managed through the Board of Architectural Review for the Old & Historic District of Alexandria, Virginia. His detailed analysis of the historic photographs and precedents made a compelling case for the appropriate solutions that created both a workable renovation for a new business and the retention of the character of our historic core."

Walter Kneiss, AIA, LEED AP, NK Architects "Peter's in-depth knowledge of cultural resources, conservation and historical architecture, combined with his expertise in navigating the requirements of various local, state and federal agency requirements have made him a valuable addition to our team. I've always found Peter to be both personable and highly professional."

George Azrak, RA, Principal at GA Architects "Peter has my highest regard for the level of expertise he brings to the Cultural Resource Profession. His work is well thought out, clear and to the point on all matters. Clients of his will and do find him to be a valuable asset to their team."

Laura Brinkerhoff, President , Brinkerhoff Environmental "Peter has always provided technically competent professional services in a timely manner. He is great to work with!"

Ray Mikell, President, RHM Associates, LLC "Peter is a thoughtful and highly competent professional in the services he renders and has my highest regard for expertise in his field. I feel very confident in recommending Peters services, he is



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thorough and easy to work with, and always willing to take the extra time to discuss issues and concerns in response to his clients.”

Jay Messina, MBA, RMF Engineering

“I have personally have known and worked with Peter for the past two decades. His knowledge base, professional performance and awareness of the task at hand have always made the selection of Peter and his firm easy. I highly recommend him and would certainly hire him to represent us for any project that we work on.”

Richard Veit, Ph.D., Professor and Chair, Dept. of History and Anthropology, Monmouth University ” Peter Primavera brings a wealth of experience, and knowledge to historic preservation projects. A talented project manager and executive, he is thoughtful, resourceful, and driven.”

Slade McLaughlin, Esq. - Founding Shareholder at McLaughlin & Lauricella, P.C.

Pete is responsible, energetic, honest, and someone who knows how to solve problems. He's my go-to guy for issues big and small. Also, a good friend. SHM

Flavia Alaya, Ph.D, Professor Emeritus, New York University

Member New Jersey Historic Sites Council

Board President, the Center for Historic American Building Arts (CHABA)

Contact info: 31 West Commerce Street Bridgeton, NJ 08302 856-369-1300

“It gives me great pleasure to recommend Peter Primavera. This isn't lightly said. I have spent much of my career in New Jersey, and represented it as an advisor to the National Trust for Historic Preservation

The opportunities that would have opened to anyone working with Peter in the 1980s and onward were heady. But I look at Peter's resume and see fifty kinds of activities I wish could have had a hand in, or learned from, or might have helped make the difference they made, projects he has taken some leadership role in or consulted on, or organizations he's been part of (or even created) that have raised the public profile of preservation by consistently expanding its boundaries.

I like to think I'm making that difference. I know Peter makes that difference.”



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PROFESSIONAL REFERENCES

LinkedIn for references and hundreds of recommendations: Peter Primavera
Facebook: Peter Primavera Partners

Stephen DePalma, PE, CEO – DePalma Group & NJIT Board of Trustees, Chair
Email: depalmagroup@gmail.com 732-740-1111

Robert Goldsmith, Esq. - Greenbaum Rowe Smith Davis
Chair Land-Use/Real Estate Group & President of Downtown NJ
Email: rgoldsmith@greenbaumlaw.com

Chris Gaffney Sr. VP, Toll Brothers
Email: cgaffney@tollbrothersinc.com

Christopher Paladino, CEO – New Brunswick DevCo
cpaladino@devco.org

Mayor James Cahill, City of New Brunswick
732-745-5004

William Bolger, MSHP, Senior Architectural Historian,
National Historic Landmarks Program, National Park Service, Philadelphia, PA
Email: bill_bolger@nps.org 215-507-1649

Jordan Tannenbaum, Esq., Federal, Advisory Council on Historic Preservation
JAG, Major US Army Reserve, Instructor to DOD on National Historic Preservation Act
Director of Development, US National Holocaust Museum, Washington, DC
Email: jtannenbaum@ushmm.org 202-488-0400

Michael J. Gross, Esq., CEO / Managing Partner, Giordano Halleran & Ciesla
Email: mjgross@ghclaw.com 732-741-3900

Howard Schoor, CEO - Woodstone Development, NY; Former CEO, Schoor DePalma Engineering
Email: howard@schoorcompanies.com

Christiana Foglio, CEO, Community Investment Strategies
Email: cfoglio@strategiesgroup.net 609-298-2229

Mary K Murphy, PP, Executive Director, North Jersey Transportation Planning Authority
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Jeffrey D. Smith, Esq. Senior Partner, DeCottis Fitzpatrick
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John McKinney, Esq., Dennis Toft, Esq., Chiesa Shahinian & Giantomasi
Email: jmckinney@wolffsamson.com

Tony DiLodovico, PE – Tony D Environmental Consultants

Robert Bucknam, Esq., Clint Allen, Esq., Lloyd Tubman, Esq. - Archer Greiner

Anthony Marchetta, Executive Director, NJ Housing & Mortgage Finance Agency
Email: amarchetta@njmfa.state.nj.us

George Carfagno, AICP, GFC Planning (formerly with Cherokee & Kushner)
Email: gcarfagno@optonline.net

**Dave Wisotsky, PE, Dan Duggan, Keith D'Ambrozio, PE, Adam Benosky, RLA,
Tom Uzzo, Andrew Moriarity, PE, Eric Britz, PE, Brian McMorrow - Bohler
Engineering**
Email: dwisotsky@bohlereng.com

**John Hoffman, Anne Babineau, Steve Barcan, Larry Jacobs, Steve Tripp - Wilentz
Goldman Spitzer**

Ted Cassera, PE - Omland Engineering
Email: tcassera@omland.com

Tim Klesse, AIA - Klesse Architects

Dan Dougherty, PE, Brett Skapnietz, PE, Jeff Spaltz, PE - Dynamic Engineering

Rob Freud, PE - EKA Associates

Matthew Rutt, PE, CDP, President - LANDCORE Engineering Consultants, PC

Allen Kopelson, AIA, CEO of NK Architects
Email: kopelsona@nkarchitect.com

Mark Zelina, P.E., Ray Walker, Ph.D., - Maser Consulting

Ken Paul and Dave Moskowitz - EcolSciences

**Ted Zangari, Esq., Andrew Robins, Esq., Meryl Gonchar, Esq., Kevin Moore, Esq.
Sills Cummis, Newark, NJ**

Edmund Gaunt, AIA, Partner, KGD Architects
Email: nedg@kgdarch.com 732-741-0821

Ralph Orlando, PE, President, Partner Engineers
Email: rorlando@partneresi.com



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Jack Morris, Edgewood Properties

L. Miguel Salinas, VP, Brian McPeak, Mark Lennon - PS&S

Gerry Guidice, VP and Adriana Centrullo - TB Bank

Flavia Alaya, PhD, Director, Center for Historic American Building Arts

NJ Historic Sites Council and NJ Representative, Nat. Trust for Historic Preservation

Email: centerhabarts@gmail.com 856-369-1300

Darius Sollohub, AIA, Director of School of Architecture – New Jersey Institute of Technology

Email: sollohub@njit.edu

Raymond Nadasky, Former CEO, Nadasky Kopelson Architects

Email: nadaskayray@verizon.net

Debora Farr, VP – Real Estate - Stop and Shop

Meryl Frank, former Mayor Highland Park, NJ - US Ambassador to UN on Women's Affairs

Email: mfrankhp@aol.com

Nathan Imm, PP, LA, Sr. Planner, City of Alexandria, VA

Email: Buitenlander@verizon.net 703-746-4666

Brian DuBois - Trident Environmental Consultants, NJ

Carl Primavera, Esq, Chair of Land-Use, - Klehr Harrison, Philadelphia, PA

Marvin Reed, former Mayor of Princeton & Downtown NJ Board member

Email: marvinreed@aol.com

Dan Saunders, former Deputy State Historic Preservation Officer, NJDEP

Email: dan.saunders@dep.state.nj.us

George Azrak, AIA – Principal Architect, GA Architects

Email: ga_architecturea@verizon.net

Judson Kratzer, Historical Archaeologist, National Park Service

Email: jkratzer@larsondesigngroup.com

Barton Ross, AIA, PP, LEED – TBR Architects

Email: BartonRossArchitect@gmail.com

Thomas L. King, PhD – Thomas F. King, PhD, LLC

Previously at National Park Service and Advisory Council for Historic Preservation



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Richard Veit, Ph.D, Professor of Anthropology & Archaeology – Monmouth University

Email: rveit@monmouth.edu

Jay McGraw, Chairman, McGraw Hill Foundation and Chair, Millburn Historic Preservation Commission

James Hughes, PhD, Dean of the Bloustein Planning School at Rutgers University

Email: jhughes@rci.rutgers.edu

Frank Wong, AICP, Director of Planning, - Rutgers University

Email: fwong@facilities.rutgers.edu

Gordon Bond, Publisher, Garden State Legacy

Email: gbond_gsl@yahoo.com

Noreen Bodman, Executive Director, Crossroad of the American Revolution

Email: nbodman@revolutionarynj.org

Ignacio Bunster-Ossa, FALSA, WRT Design

Email: ibunster@ph.wrtdeign.com

Mark Strauss, FAIA - FX Fowle Architects

Peter Kassabach and Teri Jover – New Jersey Future

Mayor Bill Neary, Executive Director of Keep Middlesex Moving – East Brunswick

Jeff Greene, CEO, Evergreene Architectural Arts, NYC, Chicago, California

Current professional research interests

- Retail Development in Historic Buildings and Districts
- Redevelopment in historic districts
- Historic Preservation & Green Building Technology
- Historic Preservation & Smart Growth
- National Historic Landmarks
- Cultural and Heritage Tourism
- Downtown Economic Development
- Compatibility of historic sites and contemporary architectural design
- Higher Education Campus Design and Historic Preservation
- Historic Sites Protection and Management in developing nations of East Africa
- Legal and Regulatory Standards & Protection of cultural resources
- Archaeological Data Recovery – Methods, Theory and Research Designs



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Sample Project Sites & Project Locations

- Frank Lloyd Wright's Beth Shalom Temple, National Historic Landmark, PA
- Woodrow Wilson Hall "Shadowlawn", National Historic Landmark, NJ
- Union Square, National Historic Landmark, NYC, NY
- Carnegie Hill Historic District, NYC
- DUMBO Historic District, NYC
- Brooklyn Navy Yard, NYC
- Virginia Fair Vanderbilt Mansion on the Upper East Side, NYC
- Cincinnati Union Train Terminal, Ohio, National Historic Landmark
- Lafayette Building, National Historic Landmark, Washington, D.C
- Hoboken Ferry Terminal, NJ
- Princeton Battlefield National Historic Landmark, NJ
- Barnes Foundation, Philadelphia
- Fort Hancock National Historic Landmark, Sandy Hook, NJ
- Abbott Farm National Historic Landmark, NJ
- Great Falls National Historic Landmark, Paterson, NJ
- College of Charleston National Historic Landmark, SC
- Liberty Science Center, NJ
- Montgomery Bus Station National Historic Landmark, Alabama
- Hudson Valley Psychiatric Hospital National Historic Landmark, NY
- City-Wide Study of Philadelphia Historic Districts, PA
- Abel Nicholson House NHL & Patterned-Brick Houses of Salem County, NJ.
- Biddle Hall, U.S. Naval Home, National Historic Landmark, Philadelphia, PA
- Old Queens, National Historic Landmark, Rutgers Uni, New Brunswick, NJ.
- Elutherian Mills (I.E. DuPont) NHL, Hagley Museum, DE
- Squire Reynolds House: Jockey Hollow Encampment, NJ
- Alexandria Historic District, National Historic Landmark, VA
- South Beach Art Deco Historic District, Miami Beach, Fla
- Aspen Historic District, Aspen Colorado

Memberships and Positions Held in Non-Profits

- American Anthropological Association
- American Cultural Resource Association
- American Institute of Architects – Affiliate Member
- Architecture Specialty Group (ASG) of the American Institute for Conservation of Historic and Artistic Works (AIC)
- American Society of Landscape Architects – NJ Chapter, Affiliate
- Archaeological Society of New Jersey
- Association for Preservation Technology
- Building Industry Association of Philadelphia
- Chronicle of Philanthropy
- Chronicle of Higher Education
- Crossroads of the American Revolution Association, NJ 2007-2009



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- Crossroads of the American Revolution Center Committee, Middlesex Convention & Visitors Bureau
 - Steering Committee – 2006-2009
- Downtown New Jersey – Executive Director, 2013-2016
- DOCOMOMO - the international committee for documentation and conservation of buildings, sites and neighborhoods of the modern movement
- Eastern States Archaeological Federation
- International Conference on Monuments and Sites (US/ICOMOS) Cultural/Heritage Tourism Committee
- Main Street Highland Park
 - Member, Board of Directors – 2003/2004
 - Chair of Design Committee – 2004-2005
 - Volunteer of the Year - 2005
- Monmouth County Historical Association
- Middlesex County, NJ – Convention & Visitors Bureau
 - Board of Directors - 2006-2008
- Middlesex Regional Chamber of Commerce
- National Alliance of Preservation Commissions
- National Council for Preservation Education
- National Geographic Society
- North Jersey Together, Steering Committee 2013-2014
- National Landmarks Alliance
 - Founder, President, 2010-
- National Historic Landmark Stewards Association
 - Founding Charter Member & former Outreach Chair
 - Charter Member
- National Parks Conservation Association
- National Trust for Historic Preservation – Professional Forum Member
- Nature Conservancy
- New Jersey Builders Association
 - Environmental Committee & Land Use Committee
- New Jersey Business and Industry Association

- New Jersey Chamber of Commerce
- New Jersey Future – Redevelopment Committee 2009
- New Jersey Historical Society
- New York Landmarks Conservancy – Professional Circle
- Pennsylvania Builders Association
 - Chester – Delaware Chapter
 - Bucks – Montgomery Chapter
- Plan Smart New Jersey
- Preservation Action
 - National Board of Directors, 2014-current
- Preservation Alliance of Greater Philadelphia
- Preservation New Jersey
- Preservation Pennsylvania
- Preservation League of New York



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historic preservation / cultural resources

- Raritan Millstone Heritage Alliance (120 central NJ historic sites, collaborating to promote heritage tourism)
 - Board of Directors 2003-2007
 - President 2005, 2006, 2007
- Regional Plan Association – NY, NJ, CT
- Rutgers University Alumni Association
- Rutgers University Center for Green Building, Bloustein School
 - Advisory Board 2008-10
- Rutgers University Foundation – Ad Hoc Historical Monuments Committee
- Rutgers University College Ave Design Competition Project
 - Co-Chair of Advisory Committee
 - Steering Committee
 - Jury Chair of Design Competition (Finalists: Jean Nouvel, Thom Mayne, Enrique Norton, Peter Eisenman)
- Rutgers University Press
 - Development Committee 2004-2007
 - Press Council 2005-2007
- SMPS - Society for Marketing Professional Services
 - (NYC, NJ, and PA Chapters)
- Society of Architectural Historians
- Society for American Archaeology
- Society for College and University Planning
- Urban Land Institute
 - NJ District Council - Executive Committee 2006-2012
 - Sponsorship Chair 2009
 - Public Relations Chair 2007-2009
 - Philadelphia District Council
 - New York City Council
- United States Green Building Council (pursuing L.E.E.D. certification)
- World Monuments Fund
- Woodbridge Township Historic Preservation Commission
 - Commissioner 2002-2007 and Professional Advisor



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historic preservation / cultural resources

Select List of Recent Awards

- **New Jersey Future, 2017**
Kearny Point Project Plan, Hugo Neu Companies, Inc.
- **New Jersey Historic Preservation Office Annual Preservation Award**
First National Safe Deposit Building Rehabilitation, Camden, NJ
(CRCG was the historic preservation consultant on this project)
- **American Society of Landscape Architects Merit Award**
Union County Park System Study
- **New York Construction Award of Merit: Best Pre-K-12 Education Project**
First Avenue School, Newark, NJ.
- **Preservation Alliance of Greater Philadelphia Award**
Preservation of the Thomas Mill and Miller's House, West Whiteland Township,
Chester County, PA.
- **American Institute of Architects NJ Gold Award**
Historic Kean Hall, Kean University, Union, NJ.
- **National Park Service Partnership Award** presented to Peter Primavera,
President for work with National Historic Landmark Stewards Association.
- **Main Street Highland Park Volunteer of the Year**
Peter Primavera, President/CRCG.
- **New Jersey Historical Commission Merit Award: Raritan Millstone Alliance**
for work on "Guide to Central New Jersey Historical Sites."
- **Special Recognition Award for Sustainable Development**
First Avenue School, Newark, NJ with PS&S, New York Construction News.
- **American Consulting Engineers Council Award**
First Street School, Newark, NJ.
- **American Society of Landscape Architects Honor Award**
Union County Park System Cultural Resource Survey.
- **Main Street Highland Park, Volunteer of the Year**
- **Main Street Highland Park , Appreciation Award**
Peter Primavera, President/CRCG.



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historic preservation / cultural resources

Sample of Speeches, Talks & Interviews

New York Times – Real Estate Section

- Spirit of '76 Lives On, and On: Styles and Period
- A Slower Pace of Teardowns
- Mansions Now for the Masses
- Wanted: Keeper of the Flame Most Unusual, Lavish, and Historic Homes

WNYC, NY Interview

Frontiers in Downtown Redevelopment and Place-making

American Society of Landscape Architects

A Landscape Architect's Guide to Historic Preservation; Atlantic City, NJ

American Institute of Architects, New Jersey

Woodrow Wilson Hall, National Historic Landmark; West Long Branch, NJ

Nation Trust for Historic Preservation Annual Conference Seminar

NHLs and NHLSA; Providence, Rhode Island

New Jersey Institute of Technology

Advanced seminar on environmental impacts. Planning for the SuperPort in Newark

New Jersey Builders Association

Historic & Archaeological Resources: Regulations & Current Issues

Rutgers University, New Brunswick, NJ

Vision for College Ave for the International Design Competition

Urban Land Institute

Sustainable Development Series: Historic Preservation Opportunities & Challenges

New Jersey Bar Association

Historic & Archaeological Resources: Regulations & Current Issues

Rutgers University Landscape Architecture Department

Historic Preservation, Cultural Resource Management & The Built Environment

National Association of Home Builders LANDS Committee

Historic & Archaeological Resources: Regulations & Current Issues, Washington, D.C.
Piecing Together the Urban Redevelopment Puzzle - Historic Preservation

Builders Industry Association

Historic Preservation Challenges in Urban Philadelphia; Philadelphia Constitution Hall

National Historic Landmarks Stewards Association Congress

Historic Tax Credits, Abatements, and Incentives; Cape May, NJ



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historic preservation / cultural resources

Select Articles / Interviews

Rutgers Magazine

The Art of Investigation: Rutgers Alumni Among Ground-breaking Researchers

Garden State Legacy Magazine

An American in Paris, The Clarksville Diner

Preservation New Jersey

**The Sandy Hook Proving Grounds, Fort Hancock, and Sandy Hook Lighthouse
National Historic Landmarks**

Garden State Legacy Magazine

Challenges Facing Municipal Historic Preservation Commissions

Comcast Newsmakers NJ Interview

Downtown NJ Issues & Frontiers

Comcast Newsmaker NJ Interview

Downtown NJ

News12 NJ with Anchor Kurt Seiglin

Interview and Tour of the historic Essex County Penitentiary, Essex Co, NJ

New Jersey Biz Magazine

Making a Business of a Passion



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historic preservation / cultural resources

Select Teaching Experience

Rutgers University

- Landscape Architecture Department: Historic Preservation and the Role of Landscape Architecture
- Landscape Architecture Department: Senior Studio Juror
- Anthropology Department: Guest Lecturer, Anthropology & Cultural Resource Management

Urban Land Institute

- Historic Preservation, Smart Growth, and Green Building Technology

Princeton University / National Park Service

- Seminar on Financial Management and Grants for National Historic Landmarks
- Campus Master Planning and the Historic Preservation Element

National Association of Homebuilders & New Jersey Builders Association

- Many seminars, lectures, panels, presentations

American Bar Association – NJ and National

- Four Seminars on Historic Preservation Legislation, Regulations & Compliance

NJ Governor's Conference for Housing and Development

- What's Old is New Again – The Role of Historic Preservation

New Jersey Institute of Technology w/Prof. Jerry English, Esq.

- 2015– Senior Honors Seminar: Case Study of Lincoln Tunnel Helix Study

New New Jersey Institute of Technology w/Prof. Jerry English, Esq.

- 2014– Senior Honors Seminar: Case Study of LaGuardia Airport Expansion

New Jersey Institute of Technology w/ Prof. Darius Sollohub

- March 2011 – Graduate Seminar in School of Architecture

New Jersey Institute of Technology w/Prof. Jerry English, Esq.

- 2011– Senior Honors Seminar: Case Study of New York Off Shore Wind Project

New Jersey Institute of Technology w/Prof. Jerry English, Esq.

- 2009 & 2010 – Senior Honors Seminar: Case Study of Major Infrastructure Project



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historic preservation / cultural resources



with Prof Lawrence Krauss
Receiving honorary degree



with Michael Graves
the ULI Lifetime
Achievement Award



with Nicolas G. Rutgers and
Professor Richard McCormick
debating New Jersey History



The oldest human artifact that I have ever found. A Paleo-Point (Clovis, approximately 9-10,000 years old) found at the Abbott Farm National Landmark during a Section 106 Survey for a proposed Senior Housing project.



peter primavera partners llc

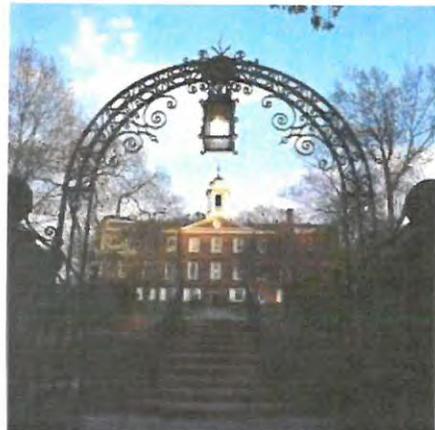
historic preservation / cultural resources



US Naval Home, National Landmark, Philadelphia. Toll Brothers



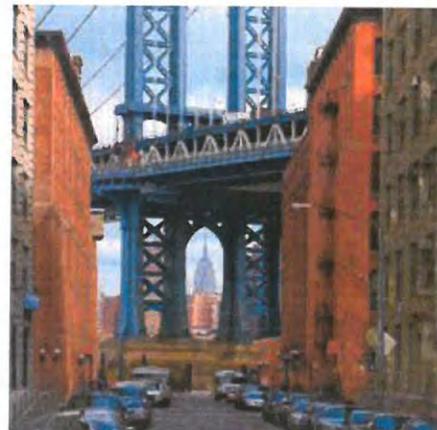
Frank Lloyd Wright at Beth Shalom Synagogue
, National Landmark



Olde Queens National Landmark, Rutgers



North Terminal, Newark Airport, Port Authority

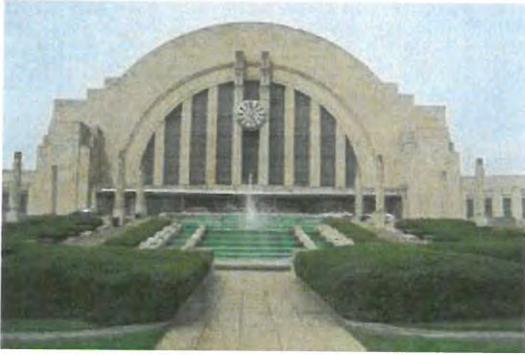


DUMBO District, Brooklyn, Two Trees



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historic preservation / cultural resources



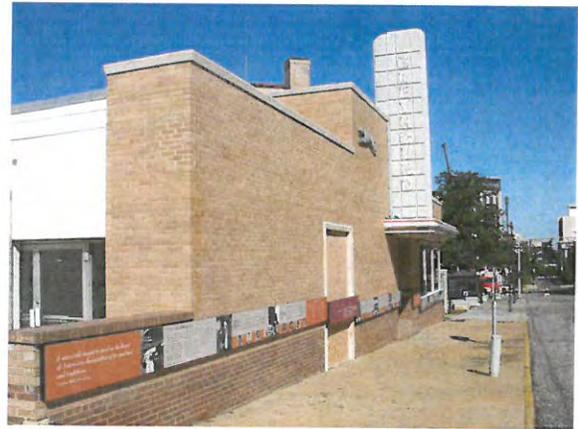
Cincinnati Union Station, National Landmark



Helmetta Snuff Mill, Kaplan Companies



Twinlights, National Historic Landmark



Montgomery, AL, Bus Depot, National Landmark



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Solomon R. Guggenheim Mansion



Shadowlawn Estate, (Woodrow Wilson Hall) National Historic Landmark, Monmouth University



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historic preservation / cultural resources



Archaeological Excavation of a 4,000-year-old Late Archaic site in Red Bank, NJ for K.Hovnanian

Select Client List

Architects

Bernardon Haber Holloway Architects, DE & PA

Cassway Albert Ltd., PA

Cody Eckert & Associates, NJ

Ewing Cole, NJ & PA

Feitlowitz & Kosten Associates, NJ

Frank Gottsegen Cox Architects, NY

FX Fowle, NYC

Gensler, New York, NY

Granary Associates, NJ & PA

Greenberg Farrow Architects, NJ & PA

Hillier, PA & OH

HLW, NJ

Jack Pyburn Architect, Atlanta, GA

Kaplan Gaunt DeSantis, NJ

Klesse Architects, Millburn, NJ

Kitchen & Associates, NJ

Michael Graves & Associates, NJ



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historic preservation / cultural resources

NK Architects, NJ
Parrette Somgen Architects, NJ
Parsons-Fernandez-Casteliero, NJ & NY
Sowinski Sullivan Architects, NJ
SPG3, NJ
The Martinson Group, NJ & PA
USA Architects, NJ
Vitetta, PA
Wallace Roberts & Todd, PA

Engineers

AECOM, Washington, D.C.
Alaimo Group, NJ
Birdsall Engineering, NJ
Bohler Engineering, NJ, NY, PA
CH2M HILL, PA & NJ
Chester Valley Engineers, PA
CMX, NJ, NY, PA, MD
Dewberry, NJ
ENSR, NJ, PA, DE, MD
Flannery, Webb & Hansen, NJ
Foster Wheeler, NJ & PA
French & Parrello, NJ
Greenman Pederson Engineers, NJ
HNTB Engineers, N.J. & MA
Hatch Mott McDonald, NJ
Langan Engineering & Environmental Services, NJ, NY, PA
Lord Anderson Worell & Barnett, NJ
Lynch, Guiliano, & Associates, NJ
Maser Consulting, NJ & NY
Menlo Engineering, NJ & PA
Najarian Associates, NJ
Parsons Brinkerhoff, NJ
Paulus, Sokolowski & Sartor, NJ, PA, & NY
Pennonni, NJ & PA
Remington & Vernick, Engineering, NJ
Schoor DePalma, NJ, NY, PA, MD
Stone & Webster, NY &, NJ
Terracon, NJ
T & M Associates, NJ
Taylor Wiseman & Taylor, NJ
The LiRO Group, NY
AECOM/URS Consultants, NJ
Van Cleef Engineering, NJ



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historic preservation / cultural resources

Property Owners, Builders, Developers

Allied Signal Corporation, NJ
American Cyanamid Corporation, NJ
Applied Companies, NJ
ARC Properties, NJ
Atlantic Health, NJ
Beth Shalom, PA
B'nai B'rith International, NJ & DC
Bergstol Enterprises, NJ & NY
Brooklyn Navy Yard Development Corp., NY
Calton Homes, Inc., NJ
Cherokee Investment Partners, NJ
Commerce/TD Bank, NJ, PA, NY, CN, DE, MD, VA, FL
Continental Airlines, NJ
Continental Properties, NJ
Developers Diversified, PA & NJ
DR Horton, Manalapan, NJ
Erickson Communities, MD, PA & NJ
Exxon – Mobil, NJ
Garden Homes, NJ
Goldman Properties, New York, NY
Home Depot, NJ, PA
Hovnanian Industries, Tinton Falls, NJ
JDN Development, Atlanta, GA
K. Hovnanian, Red Bank, NJ
Kalian Corporation, Inc., NJ
Kara Homes, Old Bridge, NJ
Kokes Organization, NJ
Kushner, Florham Park, NJ
LCOR, New York, New York & NJ
Lowe's Stores, Inc., MD, NJ, PA
Marriott International, Washington, DC
Matrix Development, NJ
McDonald's Corporation, NJ
National Realty & Development, NJ & NY
New Brunswick Development Corp., NJ
New York City Health & Hospitals Corp., New York, NY
Panattoni, NJ
Paramount Homes, NJ
Pennrose Properties, Philadelphia, PA
PNC Bank, NJ, NY, PA, VA, MD, DE
PPG Corporation, Pittsburgh, PA
PRC Development, NJ
Pulte Homes, NY, NJ & PA
Quaker Investment Corporation, NJ
Roseland Properties, NJ
Sterling Properties, NJ
Stop & Shop, NJ



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historic preservation / cultural resources

Target Stores, NJ & PA
Taubman Organization, PA
Thiokol Corporation, NJ
Toll Brothers, Inc., NJ, NY, & PA
Two Tree Development, NYC
U.S. Home - Lennar, NJ & NY
United States Steel (USX), Pittsburgh, PA
Wal-Mart Stores, Inc., NY, NJ, PA
WaWa Stores, NJ & PA
Whitesell, Delanco, NJ
Wolfson-Verrichia Group, NJ & PA
Westrum, NJ & PA
YMCA Bayonne
YWCA Plainfield

Utilities & Telecommunications

Acer, NJ, PA & DE
Algonquin Gas Transmission Co, NJ & NY
AT&T, NJ
Atlantic Electric, NJ
Cingular, NJ, PA, CT
Conectiv, NJ, DE & MD
Crown Vista Energy, NJ
Duke Energy, NJ, NY, PA
Elizabethtown Gas Company, NJ
Jersey Central Power & Light, NJ
Keyspan Energy, NY
Motiva, Delaware City, DE
New Jersey Natural Gas Company, NJ
Omnipoint, NJ
PHI, DE, MD, NJ
PG&E Generating, NJ
PSE&G, NJ
Sprint International, NJ
Texas Eastern Transmission Corporation, NJ, NY, & PA
US Generating Corporation, Bethesda, NJ
Verizon, NJ
Voice Stream, NJ
Williams Communications, NJ
Williams Energy, NJ

Attorneys (hired by, recommended by, and worked with)

Archer & Greiner, Haddonfield, NJ
Ballard Spahr, Philadelphia, PA
Bennett & Yoskin, Princeton, NJ
Chiesa Shahinian & Giantomasi, West Orange
Connell, Foley & Geiser, Roseland, NJ



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historic preservation / cultural resources

Day Pitney, Morristown, NJ & NY
Eastburn & Gray, Doylestown, PA
Giordano, Halleran & Ciesla, Middletown, NJ

Greenbaum, Rowe, Smith, Ravin, Davis & Himmel, Woodbridge, NJ
Hannock Weisman, Roseland, NJ
Hill Wallack, Princeton, NJ
Kaplin Meloff Reiter & Stein, Blue Bell, PA
Klehr, Harrison, Harvey, Branzburg & Ellers, Phila., PA
McCarter & English, Newark, NJ
Parker, McKay & Criscuolo, Marlton, NJ
Pitney, Hardin, Kipp & Szuch, Morristown, NJ
Price, Meese, Shulman, Woodcliff Lake, NJ
Riker Danzig Scherer Hyland & Perretti, Morristown, NJ
Saul, Ewing, Remick & Saul, Philadelphia, PA, Wilmington, DE & Princeton, NJ
Sills Cummis, Newark, NJ
Stadmauer Balkin, NY
Troutman Sanders, NY
Unruh, Turner, Buke & Frees, West Chester, PA
Vogel Chait Schwartz & Collin, Morristown, NJ
Wachtel & Masyr, NY
Weber Law Group, NY
Wilentz Goldman & Spitzer, Woodbridge, NJ
Wolff Samson, West Orange, NJ
Zarin & Steinmetz, White Plains, NY

Landscape Architects & Planners

AKRF, NJ
Carol R. Johnson, NJ
CMX, Manalapan, NJ
Dresdner Robin Environmental, NJ
EDAW, NYC & VA
Field Operations, NY & NJ
Hargreaves Associates, NYC
Jerome Associates, NJ
Maser Consulting, NY & NJ
Rahenkamp Planning Group, NJ
Sasaki, NJ
T & M Associates, NJ
Tenza Associates, NJ
Waetzman Planning Group, NJ & PA
Wallace Roberts & Todd, NJ, NY & PA
Wells Appel, PA

Government (Local, State & Federal)

Atlantic County, NJ
Bergen County, NJ



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historic preservation / cultural resources

Bordentown Sewerage Authority, NJ
Borough of Highland Park, NJ
Borough of Doylestown, PA
Burlington County, NJ
Cape May County, NJ
City of Chester, PA
Cities of: Bayonne, Camden, Newark, New Brunswick, Paterson & Perth Amboy, NJ
US Corps of Engineers, Baltimore, MD, Kansas City, MO, Philadelphia, PA
US Federal Aviation Administration, NY & NJ
US General Services Administration, Philadelphia, PA
Hackensack Meadowlands Development Commission, NJ
US Interstate Commerce Commission, Washington, DC
Mendham Township, NJ
Middlesex County, NJ
Monmouth County, NJ
Montville Municipal Utilities Authority, NJ
New Brunswick Dept. of Policy & Economic Development
New Brunswick Housing & Urban Development Authority
New Brunswick Parking Authority
New Jersey Department of Transportation
New Jersey Economic Development Authority
New Jersey School Construction Corporation, NJ
New Jersey Transit
New Jersey Turnpike Authority (NJ Turnpike & Garden State Parkway
New Jersey Water Supply Authority
Ocean County Parks, NJ
Pequannock River Basin Reg. Sewerage Authority, NJ
Princeton Sewer Operating Committee, NJ
Raritan Township Public Library
Somerset County, NJ
Union County, NJ
US Dept. of Labor – Jobs Corps, Edison, NJ
United States Postal Service

Environmental Consultants

Amy Greene Environmental Consultants, NJ
Brinkerhoff, NJ
CH2MHill, PA, NJ
CMX, NJ, PA, NY
Conestoga Rovers, NJ
EcoSciences, Inc., NJ
ENSR, Piscataway, NJ, PA, & DE
Parsons Brinkerhoff, NJ, NY
Remington & Vernick, Haddonfield. NJ
Sadat & Associates, NJ
Schoor DePalma / CMX, NJ, NY, PA
Shaw Environmental, NJ
T&M Associates, NJ



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historic preservation / cultural resources

TRC Environmental, NJ
Trident Environmental, NJ
Weston, NJ
Whitestone Environmental
Woodward Clyde, NJ, PA

Education

Admiral Farragut Academy, Toms River, NJ
Asbury Park, NJ – Board of Education
Bryn Mawr College, Bryn Mawr, PA
Clinton, NJ – Board of Education
College of Charleston, Charleston, SC
Columbia University, NY
Delbarton Academy, Morris Twp., NJ
Kean University, NJ
Liberty Science Center, Jersey City, NJ
Long Branch, NJ – Board of Education
Madison, NJ – Board of Education
Monmouth University, Long Branch, NJ
Montclair, NJ – Board of Education
Morristown Beard School, NJ
Newark, NJ – Board of Education
NJ Marine Science Consortium, Sandy Hook, NJ
Parsippany, NJ – Board of Education
Raritan Library, Raritan, NJ
Rutgers University, New Brunswick, NJ
Steven's Institute of Technology, NJ
Summit, NJ – Board of Education
SCC- School Construction Corporation, NJ
Tenafly, NJ – Board of Education
Tinton Falls, NJ – Board of Education
Woolwich, NJ – Board of Education

Historical Societies & Preservation Groups

Battleground Historical Society, Freehold, NJ
Bayonne Historic Preservation Commission, NJ
Carnegie Hill Historic District, NYC
Greater Philadelphia Preservation Alliance, PA
Highland Park Environmental Commission, NJ
Historical Society of West Caldwell, NJ
Long Branch Historical Association, NJ
Mendham Historic Preservation Committee, NJ
Middlesex County Cultural & Heritage Commission, NJ
Montclair Historical Society, NJ
Morristown Historic Preservation Commission, NJ
Paterson Landmarks Commission, NJ
Raritan Millstone Heritage Alliance, NJ

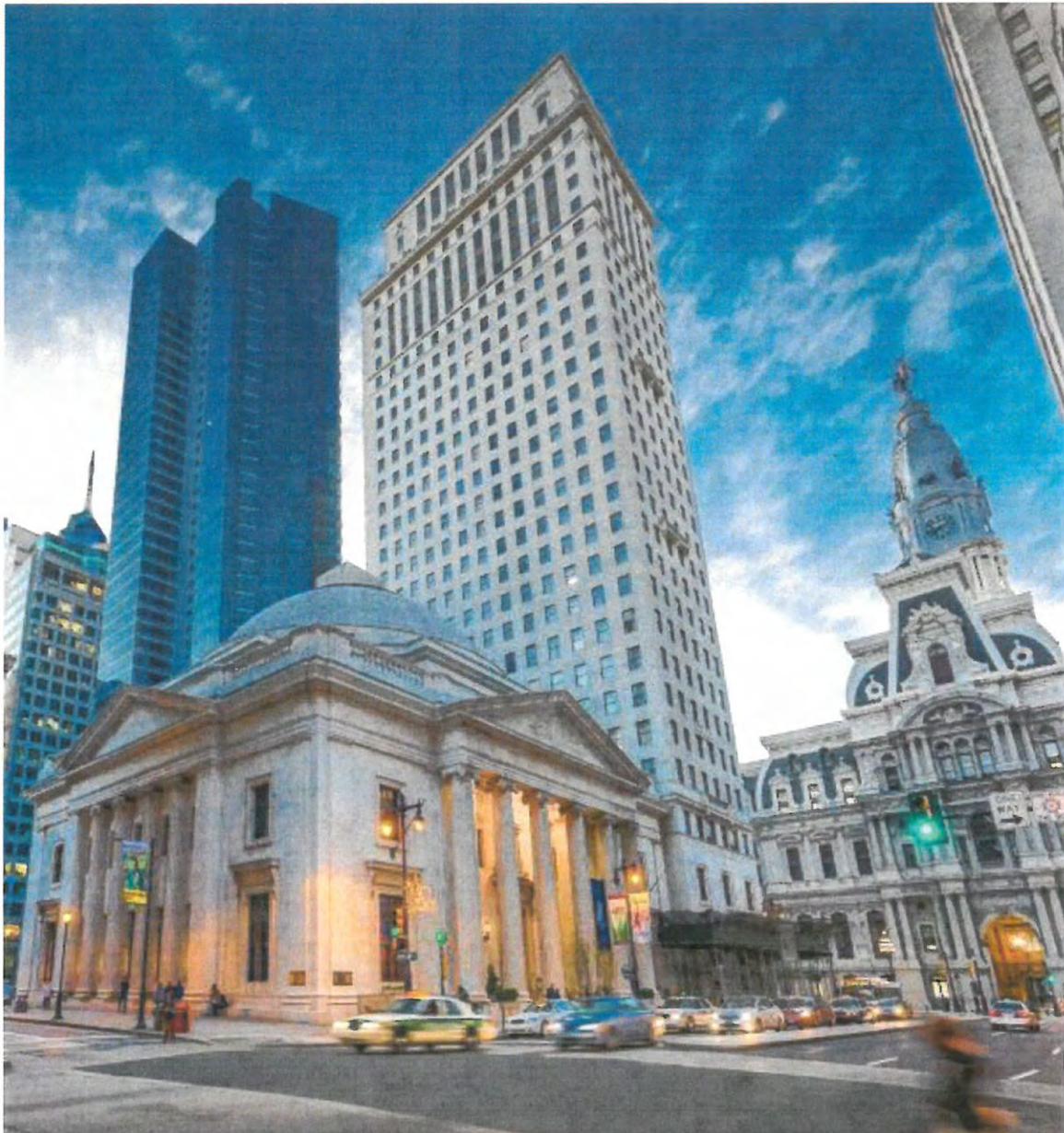


peter primavera partners llc

historic preservation / cultural resources

Somerset County Cultural & Heritage Commission, NJ
South Street Seaport, NYC
T. Thomas Fortune House Foundation
The Nature Conservancy, Chatham, NJ
Twinlights Historical Society, Highlands, NJ
Warren County Cultural & Heritage Comm., Belvidere, NJ
Woodbridge Historic Preservation Commission, NJ

Ritz Carlton, Philadelphia, PA





kcahill@bohlereng.com

EDUCATION:

B.S. Civil Engineering,
Rutgers University,
College of Engineering, 1994

M.E. Civil Engineering,
Stevens Institute of
Technology, 1998

PROFESSIONAL LICENSES:

New Jersey PE # 24GE04200400

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers

International Council of
Shopping Centers

KEITH B. CAHILL, PE PRINCIPAL

As Principal of Bohler Engineering's New Jersey branch offices, Keith provides project direction of overall consulting, civil design and municipal agency coordination. With over 20 years experience at Bohler, Keith has overseen site development consulting and project design for commercial, industrial, municipal and residential projects throughout New York and New Jersey.

Keith has extensive experience with the New Jersey Department of Transportation (NJDOT), Port Authority of New York and New Jersey, NJPDES, CAFRA, Bureau of Safe Drinking Water and New Jersey Department of Environmental Protection (NJDEP) for freshwater wetlands, stream encroachment, treatment works. He has also coordinated with the New Jersey Pinelands Commission, New Jersey Sports and Exposition Authority, Highlands Commission, Department of Community Affairs, New Jersey County Planning Boards and Soil Conservation Districts. His local and regional municipal authority experience includes over 150 municipalities in New York and New Jersey.

SELECTED PROJECT EXPERIENCE:

- **River Terminal Redevelopment, Kearny, NJ:** Keith served as Principal-in-Charge for this one million SF industrial waterfront redevelopment on 147 acres. Project design includes large warehouses, distribution areas and office space, all which meet the high demand for trucking traffic and loading space. Bohler provided master planning, site civil and consulting engineering, surveying and permitting services.
- **Kearny Point Industrial Park, Kearny, NJ:** Bohler provided site civil and consulting engineering, surveying and permitting services for this 2,180,000 SF industrial campus on 119 acres. Phase I of the redevelopment includes five warehouses and 411 loading docks. The project included railway coordination and demolition of existing buildings. In addition, the site was raised seven feet to meet new FEMA flood elevations.
- **Hamilton Marketplace, Hamilton Township, NJ:** Bohler provided site civil and consulting engineering and permitting services for this 1,400,000 SF, 270-acre mixed-use shopping center. Design and development included the relocation of historical farmhouse to southern end of property.

Attachment D.8.c.

THE HISTORIC BOROUGH OF FLEMINGTON, NJ

News



MINNO WASKO

FLEMINGTON DEVELOPMENT
L.P.

PLAZA VIEW OF COURTHOUSE
COURTHOUSE SQUARE

Revised Plans for the Hotel-area Redevelopment Project

The hotel-area redeveloper, Jack Cust, has proposed a new design for the redevelopment project that retains the exteriors of the two most historically significant buildings on the Main Street portion of the project -- the Union Hotel and 90 Main St. For the Union Hotel, the north wall, west wall (along Main St.), and about half of the south wall will be retained, along with the roofline, so that the hotel will look just like it does today. For 90 Main, the entire exterior of the historic building will be retained. Each building has sections added to the rear that are not historic and will be removed.

The changes reflect the developer's desire to address the historic concerns expressed by some without rendering the project economically infeasible. The changes reduce the amount of retail space, which in turn reduces the parking requirement. These reductions in retail space and parking are what allow the Main Street profile to remain at the same height as today. The overall footprint of the project does not change, so this does not affect the planning board's current study of whether to expand the area in need of redevelopment. Council will discuss these changes in a public meeting and decide whether to officially incorporate them into the redeveloper agreement.

[View Additional Photos in Online Gallery \(/Media\)](#)

Officials (/Officials)

Mayor
Phil Greiner

Council President
Marc Hain

Council Vice President
Brooke Liebowitz

Councilman
John Gorman

Councilman
Brian Swingle

Councilwoman
Kim Tilly

Councilwoman
Susan Peterson

THE HISTORIC BOROUGH OF FLEMINGTON, NJ

News



Union Hotel Redevelopment Update

As the redevelopment of the Union Hotel site continues to move forward, the Borough's Redevelopment Committee and Jack Cust and his team have continuously looked for opportunities to preserve historic buildings included within the project's footprint. Recent changes in the project's outlook and market conditions have opened just such a door. Seeing an opportunity to shift physical and financial facets of the project, and despite all the time, resources and funds invested in the current plan, both parties agreed to take another look at options to preserve the landmark Union Hotel.

All sides recognize the physical and emotional value this building has to us as Flemington residents, as well as for residents throughout Hunterdon County. So without further ado, we are excited to announce that collectively, after a long and strenuous effort to reevaluate the proposed redevelopment plan, we have an updated plan that will SAVE the Union Hotel and 90 Main Street.

Please stay tuned as we look to release the details and visual renderings of this updated plan very soon.

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Officials (/Officials)

Mayor
Phil Greiner

Council President
Marc Hain

Council Vice President
Brooke Liebowitz

Councilman
John Gorman

Councilman
Brian Swingle

Councilwoman
Kim Tilly

Councilwoman
Susan Peterson

Site Map

[Home \(/\)](#)

[Calendar \(/Calendar\)](#)

[NEW JERSEY REAL-TIME NEWS](#)

New look for downtown Flemington saves face of Union Hotel | Di Ionno

38

Posted on May 21, 2017 at 8:48 AM

12

Gallery: New Union Hotel plans

120
shares

BY MARK DI IONNO
mdionno@starledger.com
The Star-Ledger

And now for another installment in the saga of "The Fate of Flemington's Union Hotel."

Let's call it "The Compromise."

Menu

Set Weather

Subscribe

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Developer Jack Cust has a new plan to save the hotel's facade, which dates back to 1878, the one full side wall most visible to the public and half of the other. The facade will now be the face of Cust's large-scale redevelopment plan for downtown Flemington.

In the plan he introduced last year, the hotel was designated for demolition, along with three other historic buildings. Under the new plan, one of those buildings - 90 Main Street - will survive, along with the hotel facade.

"I didn't sign on for this to create problems," Cust said Wednesday. "I signed on to solve problems. When I saw how this (the proposal to tear down the hotel) was dividing the community, I asked my architect, 'Can we save something?' "

It is a question of how to marry historic character with future economic viability.

What makes Flemington different from most New Jersey historic towns is that the people on the side of preservation are organized and vocal. For any developer, that translates into headaches and hoop-jumping, and sometimes just packing up and looking elsewhere.

"People here were so passionate about it," Cust said. "We never stopped trying to work with them. I was just trying to get them to relax and work with us."

The first public hearing on Cust's original proposal drew a standing-room-only crowd to the old Hunterdon County Courthouse, of Lindbergh baby-fame, across from the hotel. The second had to be moved to the gym at St. Magdalen School to accommodate the crowd. The people who opposed the development lined up almost like it was a funeral, a wake for the downtown.

That first plan included a new 100-room hotel, 230 to 250 condos above retail shops, a hidden parking deck for 900 cars and a six-story building for a professional school or college branch. The hotel was gone, replaced by a state-of-the-art transit village. Critics preferred to call it antiseptic.

When the microphones opened for public comment, the pros and cons were split 50-50. Everyone, however, wanted to see something finally happen.

The Union Hotel has been vacant since 2008.

A decade is a lifetime when a building languishes; no one is there to notice the leaks and drips. Dampness encroaches as floorboards buckle and plaster separates from the walls. Vacancy is an insidious, destructive ghost that has run of the place until the dump trucks come.

A detailed recounting of the starts and stops to get the hotel restored and re-opened would require much more than today's column can bear. I had to Google the number of times I've written about this building and the fate of downtown Flemington. I think it's five, but feels like more. The first was in 2011, when there was a plan to restore the hotel to its "Trial of the Century" era, including the murals of noted children's book illustrator Kurt Wiese, who drew the first "Bambi" in 1929.

The hotel's fame as the headquarters for the press, defense team and sequestered jury in the kidnapping and murder trial of Bruno Hauptmann, is nice, but it happened 72 years ago and has grayed in the public memory.

As I wrote last year, "The world doesn't come to Flemington anymore. There's not even a place to get a drink in town, a far cry from black-and-white photos of the fedora-wearing press corps packing the bar at the Union Hotel during the Hauptmann trial."

This was the point of Cust's development pitch last year. He owns Diamond Nation, a baseball complex that draws 120,000 overnight visitors for tournaments and camps a year, and another 300,000 day-trippers.

"Our No. 1 complaint is there is nothing to do in Flemington," he said at the time.

No. 2 was there was nowhere to stay. Most had to get rooms in Somerset County.

On Wednesday, Cust said to make the project work he had to retain the 100-room hotel and 250 residences. He cut 20,000 square-feet of retail space to accommodate the hotel facade and preserve 90 Main Street. The two other buildings, including 78 Main Street right next to the hotel will come down.

"There is no reason for that building to come down," said Richard Giffen of the Friends of Historic Flemington. "Our official position has always been to at least keep all three of the Main Street buildings (the hotel, 78 and 90 Main Street.)"

In order to tear down 90 Main Street, Cust or the borough would have needed state approval because it is currently owned by Flemington.

"Any transfer of ownership of government buildings in a historic zone has to go through us," said Larry Haina of the state Department of Environmental Protection.

There was speculation in Flemington that Cust was only saving 90 Main Street because approval to tear it down was denied, but Haina said an application was never filed.

Last year, the Union Hotel was put on Preservation New Jersey's Top 10 Endangered list. This year latest development is "better than nothing," Courtenay Mercer, the group's executive director said.

"Preservation of the facade is better than nothing, but we feel a true adaptive reuse of the structure is more appropriate," she said. "If this moves forward as a facade project, we hope the developer works with a historical architect to ensure that the massing and design of the building above and behind the facade does not impair the architectural integrity of the facade, and is in keeping with the aesthetic and scale of the remaining structures in the historic district."

And that has always been the issue, broken down to these two questions: Is this redevelopment project just too big for Flemington? But would a smaller one bring the economic resurgence the town needs?

Another installment is coming soon.

Mark Di Ionno may be reached at mdiiionno@starledger.com. Follow The Star-Ledger on Twitter @StarLedger and find us on Facebook.

Flemington HPC letter. We apologize because the borough's pdf is locked so it will not print or convert with any software. We have done page captures and enlarged the pictures.

The Redevelopment of the Union Hotel Site
Main Street, Flemington, NJ

The Flemington Historic Preservation Commission
May 24, 2016

A. Introduction:

The Flemington Historic Preservation Commission (HPC) appreciates the opportunity to provide input and recommendations to the Flemington Redevelopment Committee (RC) on a project of tremendous importance, scale, and impact to the future of the Borough. As this project will have profound effects on some of Flemington's most important historic resources, it is the obligation of the Commission, per Borough Ordinance, to provide this input.

The HPC fully supports the Borough's Master Plan and Hunterdon County's Comprehensive Economic Development Strategy (CEDS), and agrees that historic preservation is an integral component to achieving the goals of both documents. The HPC clearly recognizes that the Borough of Flemington is in need of economic revitalization and understands that a portion of the Main Street area has been deemed an "Area in Need of Redevelopment." Like the Master Plan and the CEDS, the HPC believes that a combination of new construction, new uses and the rehabilitation of the existing historic structures that give Flemington its unique character provides the best opportunity for long-term, sustainable redevelopment and economic growth.

The HPC was established in accordance with Section 1404 of the Borough's Zoning Ordinance. The HPC is an advisory body that encourages the retention and repair of the historic design elements on all significant and contributing buildings in the Flemington Historic District, and seeks to ensure that changes in exterior appearance through renovation, alternation, addition, demolition, new construction/addition or replacement are accomplished with respect and consideration for the building and its context. Because of the important history of the Borough and the striking array of architectural styles and building types, sixty-five per cent (65%) of Flemington is included in the Historic District and is listed on both the State of New Jersey and National Registers of Historic Places. This is an extraordinary acknowledgement of Flemington's unique and important place in New Jersey's history.

The HPC is aware of the preliminary plans presented by the designated redeveloper of the Union Hotel site. Because these initial, conceptual plans have such a negative impact on some of the most historically and architecturally significant structures along Main Street in the heart of the Flemington Historic District, the HPC is providing its input at this crucial time.

B. Summary of Principles:

Using Flemington's Historic Preservation Ordinance, as well as the Master Plan and the County's Comprehensive Economic Development Strategy, as our guide, the Flemington Historic Preservation Commission asks that the Redevelopment Committee include the following principles when preparing the Redeveloper's Agreement and Plan:

1. Flemington has a unique character defined by its extraordinary history and extraordinary architecture. This character is what retains our existing residents, attracts new residents and brings visitors and shoppers to the downtown. This character should be preserved and enhanced.
2. The best redevelopment that supports long-term, sustainable economic growth in the Borough includes a combination of renovated historic buildings combined with new buildings and uses that fit the character of the downtown.
3. The Union Hotel, the Lynn Building, and 90-100 Main Street should be preserved and given new functions. These significant and contributing structures, "...are the heart of historic downtown Flemington, comprising the streetscape that gives Flemington its special character." (From Preservation New Jersey's 10 Most Endangered Historic Places in New Jersey 2016). The redevelopment plan should use the Borough's existing Historic Preservation Ordinance 2010-17 (detailed below) as the guide for how to treat these historic resources.
4. New construction should fit with the existing character of the downtown, both regarding scale and character. New buildings should not overwhelm the existing streetscape in terms of height and overall bulk, and exterior details and material should relate to the historic character of Flemington. Again, Ordinance 2010-17 provides extensive relevant guidelines for new construction in the Historic District.
5. Because the Flemington Historic District is listed on the State and National Registers of Historic Places, properties designated as "contributing" or "significant" are eligible to receive a 20% Federal Historic Tax Credit, if proposed work meets the requirements of the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Redeveloper should explore these and other incentives that will make the preservation of Flemington's most important historic buildings more feasible.

C. Background:

The Borough's Historic District Review Ordinance 2010-17 was established for the following purposes:

1. Safeguarding the heritage of Flemington Borough by preserving its historical, cultural, social, economic and architectural resources;
2. Encouraging the continued use of historic buildings, structures and sites and to facilitate their appropriate re-use;
3. Maintaining and developing a harmonious setting for the historically significant buildings, structures, sites, objects and district;
4. Preventing the unnecessary demolition or relocation of historic resources;
5. Preventing new construction or development which is not in keeping with or that negatively impacts the ambience and character of the Historic district;
6. Encouraging the proper maintenance, per the Borough's existing Property Maintenance Code Chapter IXB, and preservation of buildings, structures and sites within the Historic District so as to promote Flemington Borough as an attractive area to live, work and visit;
7. Protecting and enhancing property values;
8. Promoting civic pride in and appreciation of Flemington Borough's historic resources for the education, pleasure and welfare of its citizens and visitors; and
9. Fostering beautification and private reinvestment.

Ordinance as important to the future of Flemington Borough. The HPC recognizes that the area between the Union Hotel and Chorister Place has been designated as an "Area in Need of Redevelopment", and as such, the redevelopment efforts may be subject to a different set of criteria than other development efforts within the Borough, depending on the specifications of the approved Redevelopment Plan. The HPC recommends that the Redevelopment Committee incorporate the Borough's existing Historic District Review Ordinance into the Redevelopment Plan. Further, the HPC recommends compliance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties" when dealing with the existing, historic buildings.

D. Project Recommendations:

As the Redevelopment Committee prepares the Redevelopment Plan, the HPC recommends the following standards/goals be incorporated into the plan:

Regarding Demolition:

The HPC strongly discourages the demolition of the Borough's historic resources, particularly those designated as "significant" and "contributing" to the character of the Borough's Historic District. Once demolished, historic resources are lost forever. The demolition of any of the historic buildings on Main Street, and particularly the Union Hotel, would create a major gap in the District and would be regretted far into the future:

- a. **70-74 Main Street (Union Hotel):** This property is designated as "significant" according to the Borough's Historic District Map. This is one of the most important building in the Historic District and should be preserved. The interior of the building is not as significant and can be reconfigured for new uses.
- b. **78 Main Street:** This property is designated as "contributing" and should be preserved and rehabilitated.
- c. **80-82 Main Street:** This property is designated as "non-contributing" according to the Borough's historic district map. Demolition of this property is not an issue, as long as new, infill construction is designed to fit the character and scale of the historic district.
- d. **90-104 Main Street:** A portion of this property (along Main Street) is designated as "significant." This part of the building should be preserved and rehabilitated. A portion is designated as "non-contributing" and can be replaced.

As stated in Ordinance 2010-17, "The integrity of historic districts depends on the preservation and retention in situ of the original historic structures. Therefore, the review of applications for the demolition or partial demolition of any structure within the Flemington historic district will be undertaken with the greatest care. The demolition or partial demolition of any structure deemed Contributing or Significant in the Historic district is not permitted, except when public health or safety is at risk, as certified by a licensed structural engineer" (2010-17.G.1).

The four buildings in question for redevelopment were included in the Borough's 1980 application to the National Park Service for designation of Flemington's Historic District. As described above, most are contributing or significant structures in the Historic District. *Note: extensive demolition within the Borough's Historic District has the potential to trigger a review*

by the New Jersey State Historic Preservation Office and/or the National Park Service to evaluate whether the integrity of the Borough's Historic District has been altered in such a way as to impact the integrity of the historic designation.

The HPC requests that applications to demolish any structure within the Historic District as part of the proposed redevelopment be presented to the HPC, and address the following issues:

- a. The structure's historic, architectural and aesthetic significance;
- b. It's current use;
- c. It's condition;
- d. It's importance to the municipality and the extent to which its historical or architectural value is such that its removal would be detrimental to the public interest;
- e. The extent to which it is of such old, unusual or uncommon design, craftsmanship, texture or material that it could not be reproduced or could be reproduced only with great difficulty;
- f. The extent to which its retention would promote the general welfare;
- g. The extent to which its retention would encourage study and interest in Flemington's history, stimulate interest and study in architecture and design, educate citizens in American culture and heritage, or make the municipality a more attractive and desirable place in which to live; and
- h. The probable impact of its removal upon the character and ambience of the Historic District (2010-17.G.2).

General Guidelines for Both Adaptive Reuse and New Construction:

As the proposed Redevelopment Project will likely include a significant amount of new construction, the HPC recommends that the following guidelines included in the Historic Preservation Ordinance be used to govern this new construction, as well as the adaptive reuse of the existing buildings:

- a. "All development shall be designed to reflect the design vocabulary, massing, proportion, directional expression, height, width, scale, orientation, windows, roof, details, and materials of vernacular 18th and 19th and early 20th-century styles found in the Borough of Flemington. These styles include Georgian, Federal, Greek Revival, Gothic Revival, Italianate, Second empire, Queen Anne, Shingle, Romanesque Revival, Neoclassical and Tudor Revival styles" (2010-17.C.10).
- b. "Alternative Materials. The use of nonhistoric, alternative materials may be considered under certain circumstances. These materials include, but are not limited to: vinyl or composite siding (smooth finish only); vinyl, fiberglass or composite railings and porch columns, particularly when these materials are paintable; fiberglass or composite trim, brackets or moldings; composite porch floor decks; vinyl, clad, or aluminum windows and doors; fiberglass/asphalt shingle roofing; etc. The use of these materials will be limited on all buildings or structures deemed to be "Significant" on the Flemington Historic District Map, or that are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, as indicated in Subsection C,10 above. Specifically, the use of vinyl siding or windows and doors of alternative materials will be prohibited on the public sides of "Significant" structures. Where visible roofs need to be replaced on "Significant" structures, using replacement materials and

methods that match the historic materials is preferable. If the use of historic materials is not feasible, particular care will be taken in selecting alternative materials that match the historic appearance as closely as possible. Composite materials that are painted and that match the configuration of the historic materials are considered to be more acceptable than other replacement materials" (2010-17.C.17).

- c. The HPC is "particularly concerned with elevations of buildings that are visible from public ways. Rear and side elevations that are not visible will have greater flexibility in terms of design and materials" (2010-17.E.1).
- d. "Signage: Appropriately designed signage can be an important design feature on commercial buildings in the Historic District. The Historic Preservation Commission reviews all proposed signage on properties within the Historic District, whether or not they will be attached to a structure. Relatively small, painted signage either mounted to the face of the building as part of the storefront design, or perpendicular to the face of the building, is encouraged. Large, contemporary, lighted, neon, or plastic signs are not permitted, as are signs that conceal important architectural features. In addition to the review by the Flemington Historic Preservation Commission, all signs must meet the requirements of the Flemington Land Development Ordinance, Chapter XXVI, Zoning" (2010-17.J.1).
- e. "Awnings. Appropriately designed awnings may be acceptable on residential and nonresidential buildings. All awnings shall be constructed and installed so that the frame and fabric of the awning is integrated into the overall building design. Awnings shall not extend beyond a dimension appropriate with the size and scale of the subject building. Awnings shall not be placed so as to conceal or disfigure any architectural feature or detail. Awning materials shall be limited to cloth, canvas and similar materials; metal and aluminum awnings are prohibited. Plastic and/or internally illuminated awnings are also prohibited. Awnings may be solid or striped, but colors shall complement the façade colors. If the building has several tenants, the overall awning design should be consistent and compatible across the entire façade." (2010-17.J.2).
- f. "Street Furniture. The installation of all street furniture, including benches, fencing, trash cans, lighting, planters, etc., that is visible from public ways must be reviewed by the Flemington Historic Preservation Commission. The items should be selected to fit the scale, materials and character of the Historic District." (2010-17.J.4).
- g. "The use of overly dramatic and/or intrusive lighting designs and fixtures is not permitted" (2010-17.E.7).

Specific Recommendations Regarding Adaptive Reuse:

The HPC strongly advocates redevelopment through adaptive reuse, particularly with respect to those properties that have been designated as "significant" and "contributing" to the character of the Borough's Historic District.

To the extent that existing historic resources are rehabilitated for adaptive reuse, the HPC recommends the following design guidelines:

- a. "Exterior alterations should not destroy the distinguishing qualities or character of the property and its environment, and the removal or alteration of any historical material or architectural features is not permitted" (2010-17.C.13).

- b. "Deteriorated architectural features should be repaired rather than replaced wherever possible, and in the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities" (2010-17.C.14).
- c. "Repair or replacement of missing architectural features should be based on accurate duplication of original features, substantiated by physical or pictorial evidence rather than on conjectural designs or the availability of different architectural features from other buildings" (2010-17.C.15).
- d. On existing buildings, original materials shall be retained wherever possible. No existing brick or stone shall be covered for cosmetic reasons, and the repair and restoration of existing materials deemed of architectural value is strongly encouraged. Great care shall be taken in the cleaning and repair of existing materials. The gentlest, effective means shall be used in all cases. "Sandblasting" and other abrasive cleaning techniques, as well as harsh chemical cleaning methods are not to be used under any circumstances (2010-17.F.1).
- e. Where appropriate, building renovations shall incorporate elements of the original structure into the renovation design" (2010-17.F.2).
- f. Flat, metal panels and mirrored glass surfaces are prohibited on all existing, historic buildings, as are flush metal, composite or wood doors on visible facades. On buildings indicated as "Significant" on the map of the Flemington Historic District or buildings located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, the use of vinyl or aluminum siding on facades visible from public ways shall also be prohibited (2010-17.F.4).
- g. "Facade renovations should be consistent with the original architectural style of the building. Original details should be retained; when it becomes necessary to introduce new features, they should harmonize with existing features. If windows and doors must be replaced, new windows and doors that match the original design should be used. Window and door sizes and shapes should not be altered by any building renovation. Changes to window and door sizes and configurations may be considered if a building is being restored to an earlier, documented, historic appearance. In buildings that are listed as Significant or which are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, replacement doors, windows and trim on the visible facades should match the original materials." (2010-17.E.6).

Specific Recommendations Regarding New Construction:

To the extent that any new construction is incorporated into the historic district, the HPC recommends that "...all development shall be designed to reflect the design vocabulary, massing, proportion, directional expression, height, width, scale, orientation, windows, roof, details, and materials of vernacular 18th and 19th and early 20th-century styles found in the Borough of Flemington" (2010-17.C.10). Further, "...new buildings are not required to copy historic examples. Individual architectural expressions that incorporate the stylistic tenets of historical buildings are acceptable, provided that the design principles in the above references are adhered to. New buildings shall show a harmony of design with their surroundings, and any shapes, massing, materials, signs, lighting, colors, and other characteristics that might cause a

new building to call excessive attention to itself and create disharmony within the historic district, shall be avoided' (2010-17.C.2).

With respect to scale, HPC recommends the following:

- a. **Scale of Building.** The size of a proposed building or addition and the mass of a proposed building or addition in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with the other buildings and built features to which it is visually related, if possible.
- b. On proposed buildings and additions, long, horizontal facades should be broken down into segments having vertical orientation and tall vertically oriented facades shall be broken down into horizontal components through use of appropriate design features in proportions complementary to the overall architecture and design.
- c. New buildings or additions with expansive blank walls are prohibited, particularly on sides of the building facing public ways.
- d. New buildings and additions should be designed so that facades are the prominent architectural feature and the roofs are visually less dominant in the total design. Architecturally accurate roof styles shall be consistent with the surrounding historic context.
- e. A pedestrian scale should be achieved at ground level and along street frontages and entryways through the use of such scale elements as windows, doors, columns, plazas, awnings, canopies, and site furnishings.
- f. In new infill construction, the alignments of proposed facades shall be consistent with the existing setback of nearby buildings to the extent permitted by this Ordinance.
- g. **Height.** The height of any proposed structure and landscaping shall be visually compatible with adjacent structures.
- h. **Proportion of Building's Front Façade.** The relationship of the width of any new building or addition to the height of the front elevation shall be visually compatible with the nearby buildings and structures.
- i. **Proportion of Openings.** The relationship of the width of windows to the height of windows in a new building or addition shall be visually compatible with the nearby buildings and structures.
- j. **Rhythm of Solids to Voids on Facades Fronting on Public Places.** The relationship of solids to voids in facades of new or altered buildings shall be visually compatible with the nearby buildings and structures.
- k. **Rhythm of Spacing of Structures on Streets.** The relationship of any new structure to the open space between it and adjoining structures shall be visually compatible with the nearby buildings and structures.
- l. **Rhythm of Entrance and/or Porch Projection.** The relationship of new or renovated entrances and porch projections to the street shall be visually compatible with the nearby buildings and structures.
- m. **Roof Shapes.** The roof shape of a new building or addition shall be visually compatible with nearby buildings and structures.
- n. **Walls of Continuity.** Features of a proposed building or addition, such as walls, open-type fencing, evergreen landscape masses, shall form cohesive walls of enclosure along a street, to the extent necessary to maintain visual compatibility of any structure with the nearby buildings and structures.

- o. Directional Expression of Front Elevation. A new or altered building shall be visually compatible with nearby buildings and structures, whether this is a vertical, horizontal or non-directional character" (2010-17.D.4).

With respect to façade treatment, HPC recommends the following:

- a. Incorporation of historically appropriate 19th and 20th century decorative elements, including but not limited to brackets, corbels, bargeboard, and lintels that are sympathetic with existing decorative elements on Main Street's historic buildings. New decorative elements are recommended to be made of historically appropriate materials.
- b. Multi-tenant buildings shall provide uniform store fronts, doorways, windows, awnings, and other design features for all ground floor tenants. Upper floors of said buildings shall at a minimum be coordinated with the ground floor through common materials and colors (2010-17.E.2).
- c. New buildings should use windows of similar sizes and shapes or incorporate other façade elements that establish the same pattern as other buildings in the immediate area (2010-17.E.3).
- d. Design elements that carry through a block such as store front patterns, window spacing, entrances, canopies or awnings, etc., should be incorporated into new or renovated façade (2010-17.E.4).
- e. Exterior mounted mechanical and electrical equipment (e.g. air conditioning units, satellite dishes, etc.) shall be located so that they are not visible from public ways, or shall be completely screened from public view with opaque architectural elements that are unobtrusive and visually compatible with the character of the Historic District and the nearby structures (2010-17.E.5).

With respect to building materials, colors and texture, the HPC recommends the following:

- a. The use of brick, stone, clapboard, shakes and other façade materials of a traditional and vernacular nature is strongly encouraged. In general, a maximum of 2 principal facade materials shall be permitted for new structures (2010-17.E.3).
- b. The painting of buildings in patterns, checks, stripes or overly bold colors is not permitted (2010-17.E.5).
- c. The use of colors generally associated with traditional building design is required on all buildings. Accent or complementary colors which harmonize with the main façade colors shall be permitted for trim, awning and other building details (2010-17.E.6).
- d. Relationship of Materials, Texture and Color: The relationship of materials, texture and color of the facade and roof of a building shall be visually compatible with the predominant materials used in the buildings to which it is visually related, especially those immediately adjacent (2010-17.E.7).

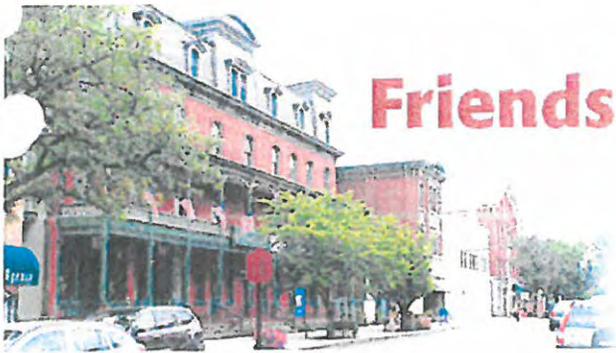
With respect to any approved demolition required, the HPC recommends the following:

- a. The Redeveloper should complete an archeological survey on the site of any demolition to identify and retain all historically significant items as found on the site before new construction takes place.

E. Conclusion:

As stated by Preservation New Jersey in its list of the 10 Most Endangered Historic Places in New Jersey for 2016, "PNJ welcomes this effort to reestablish Flemington as a civic and commercial center in Hunterdon County and western New Jersey. But we see no reason why redevelopment must destroy a community in order to save it. There are many cases where smart, preservation-minded redevelopment schemes have worked. In New Jersey, Clinton, Frenchtown and Hopewell are good examples. Elsewhere, Savannah, Georgia; Newburyport, Massachusetts, and Portland, Maine showcase economically successful revitalization centered around historic downtowns... With a smart, preservation-minded redevelopment scheme, these building can be the centerpiece of a successful and lively business and entertainment district reflecting both the past and future of Flemington. If these buildings are demolished, this link to Flemington's past will be lost forever."

The members of the Flemington Historic Preservation Commission strongly believe that this Redevelopment Project needs to be a harmonious balance of maintaining the historic character and beauty of Main Street and development of the critically needed business opportunities for the future economic viability of Flemington. The new uses should take advantage of the beautiful existing structures, and the new construction should naturally complement the character of the town. We strongly believe that, with careful consideration and respect for Flemington's history and architectural beauty, this plan can go forward to create a vibrant and dynamic downtown that will be attractive to our local community and an attraction for building tourism, a vibrant retail center, additional housing options and a center for higher education. If the preservation of these beautiful and important structures is not part of the plan, the character of Flemington may be lost forever.



Friends of Historic Flemington

Join us!

Advocating for **adaptive reuse** of Flemington's historic buildings as the cornerstone of our town's revitalization.

90 -100 Main Street – Historically known as the Hunterdon County National Bank Building



SMALL WORKS **Art Show**

April 8 & April 9
12 - 8 pm 1 - 6 pm
 123 Main Street, Flemington

An exhibition and sale of local artists' original work.

Proceeds benefit Friends of Historic Flemington
 123 Main Street, Flemington, NJ 08822

Friends of Historic Flemington
 www.friendsofhistoricflemington.com
 609.392.1111
 Friends of Historic Flemington.com

While we do not have a firm date, it seems likely that the Hunterdon County National Bank Building is the earliest of Flemington's grand Italianate commercial structures. Its bold and simple form and relatively simple detail place it closer to the 1860's than the 1880's. 50 Main – the Town Clock Building – dates from 1874, 76 Main – the Union Hotel – was built in 1877 & 1878; and the two story County Hall of Records was built in 1870. The cornerstone on the Deats Building reads 1881; and 56 Main – the Flemington National Bank Building – was built much later, in 1897.

Tradition says that 90 Main Street was modeled on Ford's Theater in Washington D.C.; that building gained national infamy when President Lincoln was assassinated inside shortly after it opened in 1865. The similarity between the two buildings lies in their unusual rooflines; normally late nineteenth century Italianate buildings did not emphasize the slope of the roof, rather they were designed with bold horizontal cornices and relatively low sloped hipped roofs which cannot be seen clearly from below. Instead, this design features a boldly projecting and dramatically sloping cornice, which dominates the street below. The other similarity lies in the rhythm of the projecting brick pilasters across the front, which rise up to pairs of large scrolled brackets. Between the pilasters are segmental arched windows on the second floor, and taller semicircular arched windows on the third floor. The windows paired in the center bay, and slightly wider single windows in the two bays to each side. The arches have simple single brick hoods, with uncarved sandstone keystones. The tops of the pilasters are joined by a sawtoothed brick projection which follows the slope of the cornice. Above that, there is a wood dentil detail between the pairs of brackets. In the center, above the pair for windows, there is a large circular window into the attic. The original bulls-eye window had a lovely pattern of eight petals. The third floor windows on Main Street had a pattern of two semicircular arches below a central full circle, several of these still remain in place behind the plywood.

The first floor was originally build of brick, with a series of large semicircular arched openings unrelated to the rhythm of the pilasters above. The whole first floor was rebuilt by the Bank sometime in the 1920's, the wood structure of the floor itself was replaced with a concrete floor, and the whole front facade was replaced with the current rectangular window openings, set into terracotta walls on a granite base.

Inside, the first floor has been extensively altered, the bank on the north side has a large safety deposit vault with an elaborate stainless steel circular door. Some of the original tin ceilings remain, at 13 feet above the floor, they are concealed high above lower, modern ceilings. The basement level has three more vaults, with functional but still handsome steel doors. A wide stair from the sidewalk now leads up to the second floor, which has a series of offices with wood floors and 10 foot high plaster ceilings. From there, a narrow stair runs up to the third floor, now an abandoned set of large offices. When first built however, the third floor was apparently one huge room, 60 feet by 60 feet by 15 feet high, lit by tall windows on all four sides. Like similar rooms on the third floors of the Deats Building, or of 123 Main Street, this room must have been a social hall, a banquet hall or a meeting place of a fraternal order. The three foot tall plaster cove which distinguished this room still wraps around all four exterior walls, its upper and lower edges are marked by cast plaster decorative bands. On the Main Street side, there is a narrow wooden mezzanine, with a decorative wavy wood railing. To create the wide open space of the hall, the attic was framed with three great timber trusses. The lower chords of these triangular trusses support the flat ceiling of the great hall; these chords are single hewn timbers, each over 60 feet long.

The first floor has been added onto; the extension to the south along Main Street occurred when the façade was remodeled; while the extension to the rear dates from the 1950's, when the banking hall was also rebuilt and the vault installed.

Please take action today by signing the petition to save the four historical buildings in Flemington that face the danger of demolition!



(It's totally free to sign the petition. All we need is your name and electronic signature on petitions.com you can reach using the link above.)

Historic Downtown Flemington

- Location: Flemington, New Jersey
THIS PLACE MATTERS
234 people said this place matters
Share your story or photo

Located within an hour's drive of both Philadelphia and New York, downtown Flemington, New Jersey (population 4,500), has a wealth of 19th-century architecture, and is thought to be the second-largest historic district in the state.

The centerpiece of Flemington's historic Main Street is the 1877 Union Hotel, most famous for having served the press, sequestered jurors, attorneys, and families involved in the Lindbergh baby kidnapping trial of 1935. Press reports issued from the hotel, located across the street from the county courthouse, riveted the nation during the trial, which ultimately convicted Bruno Hauptmann of kidnapping Charles and Anne

Lindbergh's son and prompted the government to make kidnapping a federal crime.

“As a testament to Flemington’s proud history as a county seat and home of the 'Trial of the Century,' the Union Hotel and its adjacent historic buildings should be an integral part of Flemington’s future.”

National Trust President and CEO, Stephanie Meeks

The hotel was also known for its murals depicting local scenes that were painted during the Great Depression by two area artists, including an award-winning illustrator of the original children’s books *Bambi* and *The Jungle Book*.

Flemington’s unique history is threatened by a developer’s proposal that would demolish the now-shuttered Union Hotel along with three other adjacent buildings listed on the National Register of Historic Places to create an 8-story mixed use

project that would tower over Main Street's remaining buildings. The town council supports the hotel/housing/retail development despite vocal opposition from citizens, the county historical society, and more than 1,500 individuals who have signed a local group's online petition urging the preservation of the Union Hotel and downtown Flemington's irreplaceable historic fabric.

With the groundswell of public support growing, local preservationists in Flemington hope to show their leaders what treasures they have in their midst and what their loss would mean to residents and visitors alike.



11 Most Endangered Historic Places

[Link: /11-most]

Historic Downtown Flemington

Location:

Flemington, New Jersey

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Located within an hour's drive of both Philadelphia and New York, downtown Flemington, New Jersey (population 4,500), has a wealth of 19th-century architecture, and is thought to be the second-largest historic district in the state.

The centerpiece of Flemington's historic Main Street is the 1877 Union Hotel, most famous for having served the press, sequestered jurors, attorneys, and families involved in the Lindbergh baby kidnapping trial of 1935. Press reports issued from the hotel, located across the street from the county courthouse, riveted the nation during the trial, which ultimately convicted Bruno Hauptmann of kidnapping Charles and Anne Lindbergh's son and prompted the government to make kidnapping a federal crime.

“As a testament to Flemington’s proud history as a county seat and home of the ‘Trial of the Century,’ the Union Hotel and its adjacent historic buildings should be an integral part of Flemington’s future.”

—National Trust President and CEO, Stephanie Meeks

The hotel was also known for its murals depicting local scenes that were painted during the Great Depression by two area artists, including an award-winning illustrator of the original children’s books *Bambi* and *The Jungle Book*.

Flemington’s unique history is threatened by a developer’s proposal that would demolish the now-shuttered Union Hotel along with three other adjacent buildings listed on the National Register of Historic Places to create an 8-story mixed use project that would tower over Main Street’s remaining buildings. The town council supports the hotel/housing/retail development despite vocal opposition from citizens, the county historical society, and more than 1,500 individuals who have signed a local group’s online petition urging the preservation of the Union Hotel and downtown Flemington’s irreplaceable historic fabric.

With the groundswell of public support growing, local preservationists in Flemington hope to show their leaders what treasures they have in their midst and what their loss would mean to residents and visitors alike.



photo by: Chris Pickell

90 Main Street

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Preservation New Jersey's 2016 10 Most Endangered Historic Places List Announced

The 2016 10 Most Endangered Historic Places List includes Rahway River Park in Rahway and the Whyman House in Elizabeth

By Preservation New Jersey (Patch Poster) - (<http://patch.com/users/preservation-new-jersey-pnj>) May 13, 2016 1:58 pm ET
(<http://my.patch.com/article/26441984/edit>)



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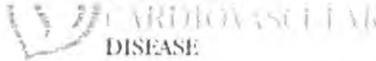


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archeological resources in New Jersey that are in imminent danger of being lost. The act of listing these resources acknowledges their importance to the heritage of New Jersey and draws attention to the predicaments that endanger their survival and the survival of historic resources statewide. The list, generated from nominations by the public, aims to attract new perspectives and ideas to sites in desperate need of creative solutions.

Several challenges face properties on this year's endangered sites list, including neglect and deferred maintenance, threats incurred by redevelopment and new construction, stalled adaptive reuse proposals, and lack of State officials implementing adequate historic preservation funding despite voter approval to do just that. As the economy continues to improve, the impacts to historic properties and places are more imminent: the list shows the increase in development pressures resulting in threats of demolition of the historic resource and the need to balance preservation and development; the need to incorporate history and historic preservation in redevelopment plans for neighborhoods, towns and cities throughout the state; and the value of using preservation as a positive tool for revitalization.

As we acknowledge each year, selections to the 10 Most Endangered Historic Places list are based on the likelihood that historic buildings and places can be brought back to useful and productive life. PNJ proudly points to many properties previously listed among the 10 Most Endangered that have now been saved and preserved or rehabilitated, and have once again become character-defining assets to New Jersey's communities. However, as we announce this year's list, we reflect on the recent loss of the historic Duke estate mansion in Hillsborough, a story all too familiar in New Jersey. After receiving a New Jersey Historic Preservation Office award just last year for their planned adaptive reuse of a barn and renovation of a conservatory at Duke Farms, the Doris Duke Charitable Foundation began demolition of the 67,000-square foot Duke mansion last month. While many other buildings and landscape features remain at Duke Farms, this great estate is now missing a fundamental and irreplaceable piece of its history. Although PNJ's 10-Most Endangered Properties list is published once per year, the fight for the preservation of our historic and cultural resources is daily, and the story of the Duke estate mansion is evidence of such threats and the need to bring awareness and to develop creative solutions.

The 2016 List:

Union Hotel, Borough of Flemington, Hunterdon County

- This 1814 hotel in the heart of historic downtown Flemington is currently threatened by demolition as part of an otherwise laudable and long-overdue plan to revitalize the downtown. The municipality and developer must find a way to redevelopment and revitalize the community without destroying what makes it special.

East Broadway Historic District, City of Salem, Salem County

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- Originally constructed as Temple B'nai Abraham, this 1924 circular building with a 2,000-seat sanctuary is owned by Deliverance Evangelical Ministries. The congregation, in decline for many years, no longer uses the building, which is in need of extensive repairs. Local government and spiritual and civic groups need to partner to put this important Newark landmark back into use.

Dr. James Still Office, Township of Medford, Burlington County

- This one-story hipped-roof vernacular building was built in 1836 by James Still, an herbalist and practitioner of folk medicine. The State of New Jersey purchased the property in 2006 but has undertaken no work at the deteriorated and vacant building despite completion of a New Jersey Historic Trust-funded preservation plan. This property highlights the need for the governor and legislature to implement the terms of the 2014 voter-approved referendum to allocate a portion of the Corporate Business Tax for open space and historic preservation.

Rahway River Park, City of Rahway, Union County

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- Construction is currently underway on a new track and field complex that will ruin the original open-space and passive-recreation design of Rahway River Park, one of four original neighborhood parks in the Olmstead Brothers' design for the Union County Park system. While the Union County Board of Chosen Freeholders and the Rahway Board of Education have disregarded the historic significance of this park, steps must be taken to prevent future detrimental actions at this and other Union County parks.

Van Dien-Ruffgarden House, Borough of Paramus, Bergen County

- This 1840s Jersey Dutch Stone house sits vacant, deteriorating, and for sale. The Borough of Paramus declined to purchase the nine-acre property, and with tremendous development pressure in the area, the building's future is uncertain. PNJ encourages local officials and the owner to work together to find a compatible, viable new use for this historic resource.

The Forum Theatre, Borough of Metuchen, Middlesex County

- This 1928 red-brick theater only receives intermittent use and is currently for sale due to severe competition from mass market movie theaters. Despite being great cultural resources, many historic theaters in the state face similar circumstances and threat of demolition. The community and local government must work together to recognize this historic resource's worth and ensure its preservation.

Hugg-Harrison-Glover House, Borough of Bellmawr, Camden County

- Built in stages between 1720s and 1764, the Hugg-Harrison-Glover House is notable for the 1764 date visible in its patterned brickwork and for its association with the War for Independence. The house sits in the path of the



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Whyman House, City of Elizabeth, Union County

- This late-nineteenth-century cubical Italianate villa with intact outbuildings and landscape features is one of the last unaltered examples of a once common housing type in Elizabeth. Now vacant, for sale, and facing threats from development, this local landmark provides an opportunity to show the value of our historic and architectural resources and their ability to be put to new uses.

As always, selections to the 2016 10 Most Endangered list are based on three criteria:

- historic significance and architectural integrity,
- the critical nature of the threat identified, and
- the likelihood that inclusion on the list will have a positive impact on efforts to protect the resource

Founded in 1978, Preservation New Jersey is a nonprofit organization that helps homeowners, organizations, public officials and citizen advocates working to preserve the historic neighborhoods and sites that are important to our communities. Preservation New Jersey produces this annual list of New Jersey's 10 Most Endangered Historic Places in addition to other advocacy programs; provides educational workshops; publishes an interactive website; serves as a resource for technical assistance and general advice for the public; and addresses legislation and public policies that impact New Jersey's historic places and communities.

Visit Preservation New Jersey's websites at www.preservationnj.org (<http://www.preservationnj.org>) for more information regarding the organization and the 10 Most Endangered program. For details about National Preservation Month, visit the National Trust for Historic Preservation's website at www.preservationnation.org.

Contact: Preservation New Jersey

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609-392-6409

This post is contributed by a community member. The views expressed in this post are the author's. Registered users are welcome to post on Patch (<https://my.patch.com>).

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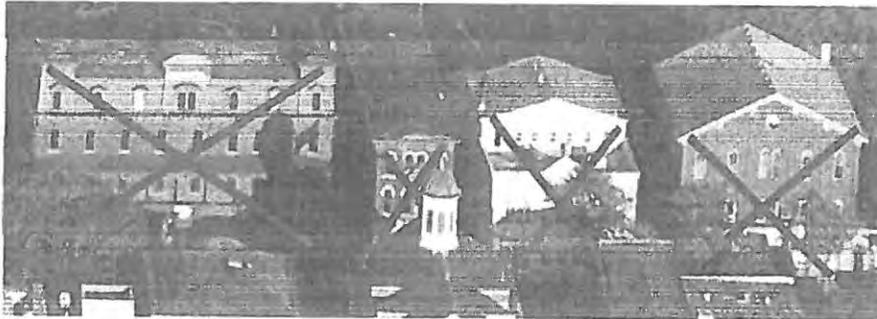


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Advocating for **adaptive reuse** of Flemington's historic buildings as the cornerstone of our town's revitalization.

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Development, YES! Demolition, NO!

They want to save our "dying town" by demolishing our beautiful historical buildings and replacing them with ones that will make Flemington lose its authentic, Victorian small town character.

One of the endangered buildings in Flemington, NJ is the **Union Hotel**, the historic venue where the prosecutors and journalists stayed during the Charles Lindbergh Baby Kidnapping case held at the courthouse directly across from it. The case later came to be known as "The Trial of the Century."

This beautiful grand hotel has been a busy gathering place through the years. Unfortunately, it has been neglected and is now considered too expensive to "restore" and "too far gone" to be saved.

We want to see the Union Hotel, an important historical landmark, remain standing and restored to its former glory just like the Stangl Pottery, another historical building that has been saved, successfully rebuilt and become a lively part of our town again.

Please sign the petition to save the Union Hotel, our history, and the beauty and charm of our unique town. We believe Flemington can be developed and revitalized without destroying our historic and cultural heritage.

You can find more information in the following links about the history of four Flemington buildings that are currently facing the threat of demolition:

- [76 Main Street – The Union Hotel](#)
- [78 Main Street – Historically Nevius Brothers Dry Goods, more recently Blaher's, the Polling Shed and now Yellow Finch Antiques](#)

<http://friendsofhistoricflemington.com/petition/>

Friends of Historic Flemington

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- [60-82 Main Street](#)
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Remember: Regret goes only one way!

Once the Union Hotel and the other three historic Flemington buildings are demolished, there will be no returning. An important part of our history and cultural heritage will have disappeared forever!

Almost 2500 people (online and offline) have already signed the petition to save the historic Union Hotel from being demolished. Please join us by signing it!



It's totally free to sign the petition. All we need is your name and electronic signature via [petitions.com](#) you can reach using the link above.

Flemington cheers new redevelopment plan

Mike Deak . @MikeDeakMyCJ Published 12:16 a.m. ET Feb. 23, 2016 | Updated 6:30 p.m. ET Feb. 23, 2016

The Stagecoach at Flemington may change the face of county seat and county



(Photo: Minno & Wasko)

FLEMINGTON - Judging by the initial public reaction, Jack Cust may have hit a home run with his plan to redevelop the Union Hotel and neighboring properties in an ambitious project that gives Main Street an 100-room hotel, more than 200 housing units, parking for 900 vehicles, a pedestrian plaza with stores and restaurants and a potential college campus.

More than 100 people packed the Historic Courthouse on Monday evening to hear the longtime county resident unveil the plan, tentatively called The Stagecoach at Flemington. It is the latest in a series of proposals seeking to give new life to the hotel that closed in 2008 (/story/news/local/hunterdon-

[county/2015/11/16/flemingtons-union-hotel-liquor-license-sold/75872538/](#)). The redevelopment of the property, across Main Street from the courthouse, is seen as the key in revitalizing downtown Flemington.

The one-block redevelopment has the potential to be "a game changer for Hunterdon for the next 100 years," said Cust, who has developed Health Quest and Diamond Nation, a Raritan Township-based baseball complex run by him and son, Jack, a former Major League baseball player. The board indicated their agreement by enthusiastically applauding as he spoke.

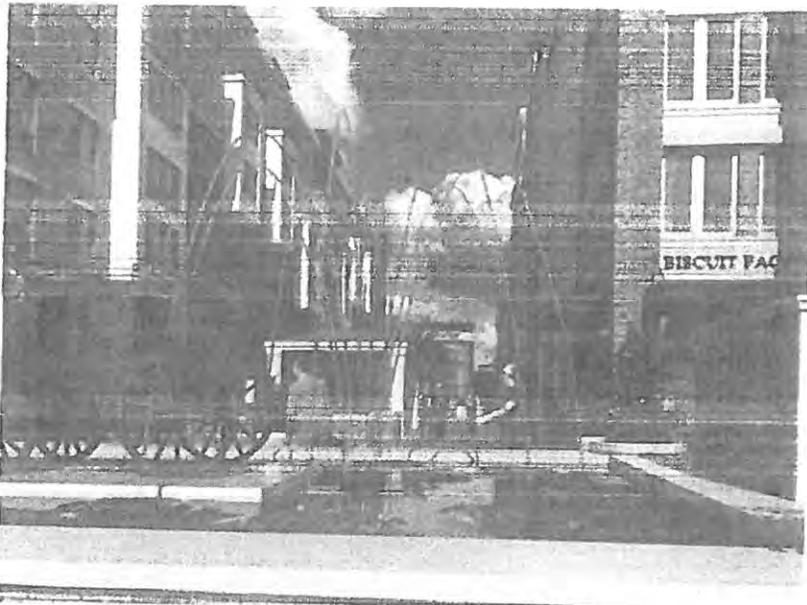
Cust, who moved to Flemington four decades ago, said Hunterdon "is at a crossroads."

"Over the last five to 10 years, we've all seen the deterioration in Flemington," he said.

RELATED: [Flemington council 'de-designates' BID \(/story/news/local/hunterdon-county/2016/02/23/flemington-council-de-designates-bid/80799194/\)](#)

The goal of the project is to attract more people to Main Street to work, live, shop and study, he said. The beating heart of the Main Street development would be an 100-room hotel, that will be wrapped around a parking garage that can't be seen from the street. To the south of the hotel would be a pedestrian plaza lined with restaurants and shops.

In the middle of the pedestrian plaza, plans call for a fountain with a brass sculpture of a stagecoach and horses. There will also be an information kiosk and an elevator to an underground parking garage.



(Photo: Minno & Wasko)

The pedestrian plaza would lead to Spring Street where the development would be anchored by Flemington Furs.

Cust said he also envisions a three or four-story building on part of the Flemington Furs property that could serve as a college or medical facility. He said the facility would be ideal for Raritan Valley Community College, Rutgers or a for-profit college.

RELATED: [Catch up with more Flemington-related news here \(/search/flemington/\)](#)

Freeholder Matt Holt, noting that that Hunterdon is the only New Jersey county without a community college within its borders, said the freeholders support locating a campus in Flemington. Hunterdon students attend Raritan Valley Community College in neighboring Somerset County.

The pedestrian plaza would separate the hotel from the residential units, which would be above businesses. Because the plans are still being developed, the number of residential units could range from 230 to 250, Cust said.



(Photo -File)

The mix of development, said architect David Minno, "will keep Flemington from being a dead zone at night."

Minno said developers call the downtown residents "walking wallets" because they want nearby amenities.

The development, which will take up most of the block, will require the demolition of the Union Hotel, which has fallen into disrepair, and other buildings, Cust said.

Cust said he has been talking to the property owners in the last six to nine months and he is in position to acquire the properties.

MORE: [Flemington wants to be cool again \(/story/news/local/hunterdon-county/2015/10/30/flemington-wants-cool-again/74868180/\)](#)

Plans could be complete by the third quarter of the year, he said. After that, they will be reviewed by the Planning Board.

"We're ready to move forward," he said, though no time was given on when construction would begin.

Cust's plan was met with rave reviews by the standing-room-only audience at the courthouse.

"If Flemington is going to have a future, it has to change," said Bob Benjamin, president of Flemington Furs.

Though she said she had concerns about the architecture, Flemington Planning Board member Susan Engelhardt said she was "very pleased" with the plan because it's consistent with the board's vision for the site.

"Main Street will change forever," she said.

Mayor Phil Greiner, who said he was impressed by the speed that Cust put together the project, said "it will bolster the entire town."

Residents were pleased to see a new plan for the Union Hotel.

"You will always see change," said Don Shuman, who's lived in Flemington for 85 years.

Shuman urged Cust to get to work on the project.

"I want to be around to see it," he said.

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Staff Writer Mike Deak: 908-243-6607; mdeak@mycentraljersey.com

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Flemington redevelopment plan gets boost

[Mike Deak](#), @MikeDeakMyCJ 3:47 p.m. ET Dec. 13, 2016



(Photo -File)

FLEMINGTON - The controversial redevelopment of a Main Street block and the demolition of the Union Hotel has received a boost with the Hunterdon County Chamber of Commerce endorsing the project.

The borough council may take a vote on an agreement with developer Jack Cust at a special meeting before Christmas, Mayor Phil Greiner announced at Monday's borough council meeting.

The redevelopment cleared another hurdle when Superior Court Judge Thomas Miller dismissed counts in a lawsuit against the borough brought by opponents of the redevelopment plan.

Developer Jack Cust, the owner of HealthQuest and Diamond Nation in Raritan Township, unveiled in February a plan to demolish the Union Hotel and the other buildings in the block on the east side of Main Street opposite the Historic Courthouse to build a new hotel, 200 to 250 residential units, a building that will house a college and a medical facility, a parking garage for 900 vehicles, stores, restaurants and a pedestrian plaza.

READ: 'Very enthusiastic' rally to save Flemington's Union Hotel ([/story/news/local/hunterdon-county/2016/11/14/scores-attend-sunday-rally-save-union-hotel/93794638/](#))

READ: First shots fired in Flemington legal bar ([/story/news/local/hunterdon-county/2016/09/30/first-shots-fired-flemington-legal-battle/91220472/](#))

READ: Flemington cheers new redevelopment plan ([/story/news/local/hunterdon-county/2016/02/23/flemington-cheers-new-redevelopment-plan/80788730/](#))

Cust said the project will revitalize downtown Flemington, while opponents said its scale would destroy the character of the county seat.

Previous redevelopment plans included the preservation of the Union Hotel, but they failed because they were not economically viable, Cust said.

At Monday's council meeting, Chris Phelan, president of the Hunterdon County Chamber of Commerce, said the organization's board voted to support Cust's plan because it "complements" the chamber's economic agenda to retain and grow jobs in the county.

"This is the right plan at the right time," said Jim Robinson, a member of the chamber's board, adding that Flemington's "future cannot be put at risk."

"Jack Cust's heart is in Flemington," Robinson said. "He's in it for the long haul."

Robinson also said the plan is "measurably better than doing nothing" and while it may not be a "perfect plan," it is a "good plan."

The council is wrapping up an agreement with Cust for the redevelopment, Greiner said, and the council may hold a special meeting on Dec. 22 to ratify the document.

If the council does not approve the agreement by the end of the year, the council will have to adopt an extension with Cust.

The 45-page agreement will be posted on the borough's website the day before the meeting, the mayor said, allowing residents 24 hours to read it before the meeting.

But opponents criticized scheduling the meeting such a short time before Christmas.

Marcia Karrow, a former state Assembly member, freeholder and Raritan Township mayor, urged the council to wait until January to vote on the agreement, saying people will be too busy that week preparing for the holiday to review the agreement and attend the meeting.

"This is not transparent," she said.

Susan Peterson, the owner of Teaberry's Tea Room who won a borough council seat in November's election, also said that "no one will have the time" to read the agreement before the vote.

"There is no right way to do the wrong thing," she said.

If the vote is delayed until January, then Peterson, after she is sworn in to her three-year term, would have an opportunity to vote on the issue.

Council President Brian Swingle said a vote should not be delayed.

"Time is money," he said. "We have to keep moving."

The council has not yet formally scheduled a meeting date.

Greiner said that through the end of November, the borough had spent \$6,695 defending itself against a lawsuit brought by the Friends of Historic Flemington, Lois Stewart and Gary Schottland, alleging that the borough violated the state's Open Public Meetings Act, the designation of a redevelopment area was illegal and that the First Amendment rights of M. James Maley, the lawyer for the plaintiffs, were violated because his comments were cut off at a council meeting.

Borough Attorney Barry Goodman said Superior Court Judge Thomas Miller dismissed three counts of the lawsuit but did not rule on the First Amendment allegation because more information is needed.

Goodman said the borough council is still deciding whether to seek attorney's fees from the plaintiffs because the allegations were "frivolous."

Maley said the judge's decision on the redevelopment designation was "disappointing" and he disagreed with Goodman calling the lawsuit "frivolous," saying that was "political" rhetoric.

"This was exactly the opposite of frivolous," he said.

The First Amendment count claims that Maley's rights were violated because he was cut off after three minutes at the Aug. 6 council meeting when a resident was allowed to speak in favor of the redevelopment plan for six minutes.

Staff Writer Mike Deak: 908-243-6607, mdeak@mycentraljersey.com

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Flemington 'very close' to redevelopment agreement

Mike Deak, @MikeDeakMyCJ 5:47 p.m. ET Feb. 1, 2017

Borough officials have 'courteous exchange' with preservation experts



(Photo: -File)

FLEMINGTON - Though efforts continue to convince borough officials that the demolition of the Union Hotel would be detrimental, the borough is "very close" to finalizing a redevelopment agreement for an ambitious proposal to revitalize Main Street.

Mayor Phil Greiner said that talks are progressing with local developer Jack Cust on what the mayor calls "an integrated solution" to the problems that have plagued the county seat's downtown.

Cust, the owner of HealthQuest and Diamond Nation in Raritan Township, unveiled in February 2016 a plan to demolish the Union Hotel and the other buildings in the block on the east side of Main Street opposite the

Historic Courthouse to build a new hotel, 200 to 250 residential units, a building that will house a college and a medical facility, a parking garage for 900 vehicles, stores, restaurants and a pedestrian plaza.

Cust has said the project will revitalize downtown Flemington, while opponents said its scale would destroy the character of the county seat.

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Previous redevelopment plans included the preservation of the Union Hotel, but they failed because they were not economically viable, Cust said.

Opposition to the proposal has been fierce, with a nonprofit group, Friends of Historic Flemington, organizing rallies on the courthouse steps and conducting walking tours of downtown.

Last week, two national experts on preservation met with Greiner, and Borough Council members Brian Swingle and Brooke Liebowitz — the members of the borough's redevelopment committee — to explain why preserving the hotel and the other 19th-century buildings slated for demolition will create jobs, increase property values and attract more investment and tourists.

Greiner said the meeting with the experts was a "courteous exchange of ideas."

Though the mayor said he was sympathetic to the concept of "adaptive reuse" of old buildings, previous redevelopment schemes that included the preservation of the Union Hotel have failed.

"Adaptive reuse is a good idea, but you have to have somebody willing to do it," Greiner said.

The borough has been seeking to redevelop the Main Street landmark since it closed eight years ago. The upper floors of the structure have been vacant since the 1950s. Two other redevelopment plans have failed to materialize.

The mayor is confident that Cust, a Hunterdon County resident, has the resources and commitment to undertake the project.

The preservation experts are likewise confident that saving the hotel is possible and can lead to revitalization.

"The National Trust recognizes that town officials want to redevelop and reinvigorate downtown Flemington to encourage much-needed economic growth," said Seri Worden, a senior field officer with the National Trust for Historic Preservation, one of the preservation experts that met with borough officials.

"Demolition of historic buildings is rarely a change for the better. Decades of experience in the wake of urban renewal have proven this repeatedly across the United States in small villages and towns as well as our largest cities. Historic preservation can and should play a role."

The National Trust for Historic Preservation designated Historic Downtown Flemington as one of the 11 Most Endangered Historic Sites in the country in early October 2016. Preservation New Jersey placed the Union Hotel at the top of its 2016 Most Endangered Historic Places list.

The Hunterdon County Cultural and Heritage Commission named the Union Hotel, the Fulper Building at 78 Main St. and the Hunterdon County National Bank at 90-100 Main St. to its 2016 Most Endangered List.

Flemington has everything it needs for successful adaptive redevelopment," said Richard Southwick, a board member of Preservation New Jersey.

Southwick said that Flemington has historic buildings in "relatively good shape," officials supportive of redevelopment, a developer with resources committed to Flemington and citizens ready to support a preservation project.

"The right solution for this town, at this time, and this specific location is so very obvious," Southwick said.

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