



Mayor and Common Council Borough of Flemington

March 28, 2022

Council Meeting Room and Online

Call to Order (7:00 PM)

I. Statement regarding Open Public Meetings Act

This meeting is called pursuant to the provisions of the Open Public Meetings Law, and is being held in person and online. Notice of this meeting was included in a list-of-meetings notice sent to the Hunterdon County Democrat and Courier-News on Jan. 5, 2022, posted on the bulletin board at Borough Hall on that date, and has remained continuously posted as required. Notice of the Council returning to in-person and online meetings was sent to the Hunterdon County Democrat and Courier-News on March 15, 2022, posted on meeting listings on the Borough website, and at Borough Hall. Copies of notices are on file in the office of the Borough Clerk.

Work Session (7:00 PM)

Regular Meeting (7:30 PM)

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

Flag Salute

I. Consideration of Candidates to Replace Caitlin Giles-McCormick

Roll Call:

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

II. Mayor's Report

III. Council Members' Reports

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

V. Approval of Minutes

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

Motion To: **Approve Minutes: March 14, 2022 Early Executive Session**

Motion To: **Approve Minutes: March 14, 2022 Late Executive Session**

Consent Agenda

1. RESOLUTION 2022-91: AUTHORIZING THE REDEMPTION OF TAX SALE CERTIFICATE 2021-001 HELD ON BLOCK 2 LOT 7, 74 N MAIN STREET
2. RESOLUTION 2022-92: AUTHORIZING THE REDEMPTION OF TAX SALE CERTIFICATE 2021-002 HELD ON BLOCK 2 LOT 43, 3 WEST ROAD
3. RESOLUTION 2022-93: AUTHORIZING THE RENEWAL OF TAXI LICENSE 22-30 FOR COSMOS TAXI SERVICE FOR 2022
4. RESOLUTION 2022-94: A RESOLUTION CELEBRATING NATIONAL AUTISM AWARENESS MONTH

Regular Agenda

1. ORDINANCE 2022-4: FIRST READING, SALARY ORDINANCE FOR 2022
 2. ORDINANCE 2022-5: FIRST READING, CALENDAR YEAR 2022 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET COST OF LIVING ALLOWANCE AND TO ESTABLISH A CAP BANK WHEN THE COLA IS EQUAL TO OR LESS THAN 2.5 PERCENT (N.J.S.A. 40A:4-45.14)
 3. RESOLUTION 2022-95: FIRST READING: ADOPTING THE 2022 MUNICIPAL BUDGET OF THE BOROUGH OF FLEMINGTON
 4. RESOLUTION 2022-96: FLEMINGTON BOROUGH SELF-EXAMINATION FOR 2022 MUNICIPAL BUDGET
 5. RESOLUTION 2022-97: CERTIFYING COMPLIANCE WITH THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S 'ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964'
 6. RESOLUTION 2022-98: APPOINTING ALICIA PEREZ AS THE MUNICIPAL COURT VIOLATIONS CLERK AT AN ANNUAL SALARY OF \$40,000 EFFECTIVE MARCH 29, 2022
 7. RESOLUTION 2022-99: AUTHORIZING RENEWAL OF AN AGREEMENT WITH COMMUNITY GRANTS, PLANNING, AND HOUSING AS FLEMINGTON'S ADMINISTRATIVE AGENT FOR COAH-RELATED CLIENT SUPPORT SERVICES
 8. RESOLUTION 2022-100: AUTHORIZING THE PURCHASE OF REUSABLE SHOPPING BAGS FROM TWISTED INK
 9. RESOLUTION 2022-101: AUTHORIZING A VENDOR AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS REGARDING THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
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VI. Public Comments - Session II (up to 3 minutes each, for a maximum of 30 minutes)

VII. Attorney's Report

VIII. Payment of the Bills

Motion To: **Pay the Bills in the Amount of \$418,530.87**

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

X. Adjournment

Motion To: **Adjourn**

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Rebecca Newman
Initiator: Rebecca Newman
Sponsors:

SCHEDULED

RESOLUTION 2022-91

DOC ID: 3771

**Authorizing the Redemption of Tax Sale Certificate 2021-001
Held on Block 2 Lot 7, 74 N Main Street**

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, funds were received in the amount of \$1,165.29 for the redemption of tax sale certificate # 2021-001 held on Block 2 Lot 7, known as 74 N. Main Street, property owners Andrea & Joyce Woltman, certificate owner, US Bank Cust/PC8 Firstrust Bank;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey that the Tax Sale certificate #2021-001 held on Block 2 Lot 7 is redeemed in the amount of \$1,165.29 plus a premium of \$500.00 and the CFO is instructed to cut a check to the lien holder.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the Tax Collector.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, R.M.C.
Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Rebecca Newman
Initiator: Rebecca Newman
Sponsors:
DOC ID: 3768

SCHEDULED

RESOLUTION 2022-92

**Authorizing the Redemption of Tax Sale Certificate 2021-002
Held on Block 2 Lot 43, 3 West Road**

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, funds were received in the amount of \$2,000.32 for the redemption of tax sale certificate # 2021-002 held on Block 2 Lot 43, known as 3 West Rd., property owners Carlos Luna-Perez & Mario Pelacz, certificate owner, US Bank Cust/PC8 Firstrust Bank

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey that the Tax Sale certificate #2021-002 held on Block 2 Lot 43 is redeemed in the amount of \$2,000.32 plus a premium of \$700.00 and the CFO is instructed to cut a check to the lien holder.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the Tax Collector.

Adopted:
Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3776

SCHEDULED

RESOLUTION 2022-93

**Authorizing the Renewal of Taxi License 22-30 for Cosmos
Taxi Service for 2022**

**BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON**

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

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

WHEREAS, the following company has met the renewal criteria and submitted all necessary fees for renewal of a Taxi Owner's License in 2022:

Cosmos Taxi Service, License 22-30

and;

WHEREAS, the Flemington Borough Police Department has inspected the vehicle used by this service and determined that it is in satisfactory condition to safely carry passengers;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Flemington in the County of Hunterdon, State of New Jersey, hereby approve the renewal of the above-listed Taxi Owner's License, which will be effective through December 31, 2022.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

CERTIFICATION

I, Sallie Graziano, Clerk of the Borough of Flemington, County of Hunterdon, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the governing body on March , 2022.

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

SCHEDULED

RESOLUTION 2022-94

DOC ID: 3778

A Resolution Celebrating National Autism Awareness Month

WHEREAS, autism spectrum disorder (ASD) is a developmental disability encompassing a broad range of conditions characterized by challenges associated with social skills, repetitive behaviors, speech and nonverbal communication; and

WHEREAS, the Centers for Disease Control and Prevention reports that approximately 1 in 44 children in the United States is diagnosed with an autism spectrum disorder; and

WHEREAS, according to the CDC 2021 Community Report, A Snapshot of Autism Spectrum Disorder in New Jersey, 1 in 35 children were identified with ASD in 2018; and

WHEREAS, autism is four times more likely to occur in boys than in girls, but can affect anyone, regardless of race, ethnicity, or other factors; and

WHEREAS, early diagnosis and intervention programs lead to significantly improved outcomes for individuals with autism; and

WHEREAS, April 2022 is designated as National Autism Awareness Month to increase public awareness of the need to support individuals with autism and the family members, educators and other professionals who teach and care for individuals with autism.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Flemington in the county of Hunterdon celebrates National Autism Awareness Month from April 1-30, 2022; and

BE IT FURTHER RESOLVED, that the Flemington Borough Council recognizes and commends the family members of children with autism for their sacrifices and dedication in providing for the special needs of children with autism and stresses the need to begin early intervention services soon after a child is diagnosed with autism.

Adopted: March 28, 2022

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

SCHEDULED

Initiator: Sallie Graziano
Sponsors:

RESOLUTION 2022-95

DOC ID: 3763

**First Reading: Adopting the 2022 Municipal Budget of the
Borough of Flemington**

BE IT RESOLVED that the 2022 Municipal Budget, shown in the attached document, be adopted by the Council of the Borough of Flemington, County of Hunterdon, State of New Jersey.

Introduced:

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

2022 Municipal Budget

of the BOROUGH of FLEMINGTON County of
 HUNTERDON for the fiscal year 2022.

Revenue and Appropriations Summaries

Summary of Revenues		Anticipated		
		2022		2021
1	Surplus	370,000.00		410,000.00
2	Total Miscellaneous Revenues	1,144,616.15		957,643.27
3	Receipts from Delinquent Taxes	279,000.00		280,000.00
4	a) Local Tax for Municipal Purposes	4,998,079.24		4,734,408.89
	b) Addition to Local School District Tax			
	c) Minimum Library Tax	150,614.35		145,392.11
	Tot Amt to be Rsd by Taxes for Sup of Muni Bnd	5,148,693.59		4,879,801.00
	Total General Revenues	6,942,309.74		6,527,444.27

Summary of Appropriations		2022 Budget	Final 2021 Budget
		1	Operating Expenses: Salaries & Wages
	Other Expenses	2,624,082.15	2,294,390.27
2	Deferred Charges & Other Appropriations	886,431.59	822,743.00
3	Capital Improvements	77,000.00	55,000.00
4	Debt Service (Include for School Purposes)	444,500.00	451,350.00
5	Reserve for Uncollected Taxes	410,000.00	410,000.00
	Total General Appropriations	6,942,309.74	6,527,444.27
	Total Number of Employees	73	73

Summary of Revenues		Anticipated		
		2022		2021
1	Surplus	96,200.00		
2	Miscellaneous Revenues	1,434,800.00		1,611,308.38
3	Deficit (General Budget)			

Total Revenues		1,531,000.00	1,611,308.38
Summary of Appropriations		2022 Budget	Final 2021 Budget
1	Operating Expenses: Salaries & Wages	302,000.00	290,000.00
	Other Expenses	516,500.00	475,775.00
2	Capital Improvements	5,000.00	60,000.00
3	Debt Service	677,500.00	674,225.00
4	Deferred Charges & Other Appropriations	30,000.00	111,308.38
5	Surplus (General Budget)		
Total Appropriations		1,531,000.00	1,611,308.38
Total Number of Employees		12	12

2022 Dedicated Sewer		Utility Budget	
Summary of Revenues		Anticipated	
		2022	2021
1	Surplus	851,525.00	884,000.00
2	Miscellaneous Revenues	1,904,600.00	1,818,000.00
3	Deficit (General Budget)		
Total Revenues		2,756,125.00	2,702,000.00
Summary of Appropriations		2022 Budget	Final 2021 Budget
1	Operating Expenses: Salaries & Wages	600,000.00	645,000.00
	Other Expenses	1,768,250.00	1,655,000.00
2	Capital Improvements	35,000.00	35,000.00
3	Debt Service	188,700.00	163,000.00
4	Deferred Charges & Other Appropriations	164,175.00	204,000.00
5	Surplus (General Budget)		
Total Appropriations		2,756,125.00	2,702,000.00
Total Number of Employees		5	5

Balance of Outstanding Debt				
	General	Water	Sewer	
Interest	149,500.00	117,000.00	6,200.00	
Principal	5,894,000.00	11,303,545.10	2,940,652.36	
Outstanding Balance	6,043,500.00	11,420,545.10	2,946,852.36	

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano

Sponsors:

DOC ID: 3775

SCHEDULED

RESOLUTION 2022-96

Flemington Borough Self-Examination for 2022 Municipal Budget

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5 the Borough of Flemington has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the Borough meets the necessary conditions to participate in the program for the 2022 budget year;

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Flemington that in accordance with N.J.A.C. 5:30-7.6a & b and based upon the Chief Financial Officer's certification, the governing body has found that the budget has met the following requirements:

- 1 That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payments of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes
- 2 That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at 40A:4-45.3 et seq. are fully met. (Complies with the "CAP" law.)
- 3 That the budget is in such form, arrangement and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
- 4 That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate, and correctly stated
 - b. Items of appropriation are properly set forth

c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5 The budget and associated amendments have been introduced, publicly advertised and adopted in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6 That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Director of the Division of Local Government Services.

Introduced:

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3774

SCHEDULED

RESOLUTION 2022-97

**Certifying Compliance with the U.S. Equal Employment
Opportunity Commission's 'Enforcement Guidance on the
Consideration of Arrest and Conviction Records in
Employment Decisions Under Title VII of the Civil Rights Act
of 1964'**

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, RMC, Borough Clerk

CLERK'S CERTIFICATION

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

Sallie Graziano, RMC, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

SCHEDULED

RESOLUTION 2022-98

DOC ID: 3766

**Appointing Alicia Perez as the Municipal Court Violations
Clerk at an Annual Salary of \$40,000 Effective March 29, 2022**

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, the position of full-time Municipal Court Violations Clerk is currently vacant;
and

WHEREAS, the Borough accepted applications and interviewed several candidates; and

WHEREAS, Alicia Perez was the strongest candidate for the position.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough
of Flemington, County of Hunterdon, State of New Jersey, that Alicia Perez be
appointed as the Municipal Court Violations Clerk effective March 29, 2022 at an annual
salary of \$40,000.00.

BE IT FURTHER RESOLVED that this appointment complies with the provisions of the
Borough of Flemington Personnel Policies and Procedures Manual, including an
introductory period of six months and at-will employment.

Adopted: March 28, 2022

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Financial Approval
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

SCHEDULED

RESOLUTION 2022-99

DOC ID: 3777

Authorizing Renewal of an Agreement with Community Grants, Planning, and Housing as Flemington's Administrative Agent for COAH-Related Client Support Services

BOROUGH OF FLEMINGTON, COUNTY OF HUNTERDON

WHEREAS the Borough of Flemington is in need of an administrative agent to provide COAH support services, such as income qualification and advertising, for rehabilitation projects and for owners who wish to sell their COAH deed-restricted property, and

WHEREAS CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, will charge an hourly fee for administrative agent services of \$95 per hour, and an hourly fee for additional services of \$140 per hour, as detailed in the attached document, for a total not to exceed \$8,300.00 without additional written authorization from the borough; and

WHEREAS CGP&H will charge for additional services as outlined in the attached document; and

WHEREAS Community Grants, Planning, and Housing (CGP&H) performed these services in 2021; and

WHEREAS CGP&H's prices are considered reasonable for the services provided and the Mayor and Council wish to continue the arrangement with CGP&H;

NOW, THEREFORE, BE IT RESOLVED that CGP&H LLC, with offices in Cranbury, NJ, is hereby designated as the administrative agent for COAH-related client support services for the Borough of Flemington for a period of one year, April 1, 2022 through March 31, 2023, with prices as shown on the attached agreement, and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign an agreement with CGP&H, in substantially the same form as attached, for the services described herein.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Flemington (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the _____ day of April, 2022 for a period of twelve (12) months terminating at the close of business on the 31st day of March, 2023. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this

contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Flemington during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Flemington as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Flemington harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Flemington Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF FLEMINGTON

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by the Consultant, the Consultant shall be compensated as follows:

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Flemington	
1. Day-to-Day Administrative Agent Services	Not to exceed \$6,000 billed at an hourly rate of \$95 per hour for all staff Additional Services: Billed at an hourly rate of \$140 per hour for all staff
2. Waiting List Management Fee	Fee of \$300 annually.
3. Administrative Agent Resale Fee	\$2,000 flat fee payable by Flemington for each sale unit when home gets listed for sale A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.
Total Paid by Flemington	Not-to-exceed \$8,300 in contract year if one unit is listed for sale

1. **Day-to-Day Administrative Agent Services:** CGP&H will provide the Borough of Flemington with certain Administrative Agent services for four ownership units and one rental unit. The scope of work does not including providing administrative agent services for new affordable housing units or the existing senior citizen development. Specifically, this includes taking calls from families interested in affordable homes, affirmatively marketing affordable homes, and annual mailings to homeowners.

Additional services including updating the operating manual, annual reporting to DCA (or the Court of Jurisdiction), assisting with revisions to local ordinances, consultations with the Borough and developers regarding new projects, most foreclosure and enforcement issues that may arise, and consulting with developers and Flemington.

2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Administrative Agent Resale Fee:** CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fees are all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. The flat fee that is paid by Flemington will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale or should the unit not go to closing, this flat fee is still applicable and will not be returned or cancelled.

RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner

1. Rental Fees	<p>Flat fee of \$800/rental certification. No charge for applicants found to be ineligible.</p> <p>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</p>	<p>Developer/Landlord pays fee.</p> <p>Flemington will help facilitate CGP&H going under contract with developers.</p> <p>Flemington may pay this fee if Developer will not contract with CGP&H.</p>
2. Waiting List Management Fee	<p>\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.</p>	<p>Developer/Landlord pays fee</p>
3. Lease Renewal Fee	<p>\$30 per lease renewal</p>	<p>Developer/Landlord pays fee</p>
4. Ownership Fee: Resales	<p>3% of the sale price of the home or minimum of \$2,500.</p>	<p>Homeowner pays fee. Flemington will pay difference between 3% resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</p>
5. Ownership Fee: Refinance Requests	<p>\$150 flat fee to process request</p>	<p>Homeowner pays fee</p>
6. Ownership Fee: New Development	<p>CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.</p>	<p>Developer/Landlord pays fee</p>
7. Setup of New Projects	<p>\$1,000 flat fee per new development</p>	<p>Developer/Landlord pays fee</p>
Cost to Flemington for these services	<p>\$0.00 anticipated cost to Flemington.</p>	

- Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.

2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

A. Housing Rehabilitation Program Administrative Services

1. Initial Program Setup	Billed hourly at blended rate of \$120 per hour. Not to exceed \$2,500
2. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of \$120 per hour. Not to exceed \$5,000 per contract year.
3. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
4. Additional services as requested	Billed hourly at blended rate of \$120 per hour. Budget for these services will depend on scope of additional services requested by Flemington. CGP&H will not bill any time towards this line item without written authorization from the Borough.
Total Paid by Flemington Borough	Not-to-exceed \$7,800

- A1. Initial Program Setup:** this includes, but is not limited to, creation of or revisions to Policies and Procedure Manual for administration of the Municipality's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.
- A2. Ongoing Day-to-Day Program Administration:** includes, but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, updates to rehab work specifications templates and compliance research, ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
- A3. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

B. Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,200 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$3,000 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$1,800 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$98 per property
5. Subordination Requests	\$150 flat fee to process refinancing requests. This fee is paid by the homeowner.
Total Paid by Flemington Borough	\$6,098 per unit

- B1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- B2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- B3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- B4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- B5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

Circumstance	Contractor Penalty
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$250 plus additional dust wipes (\$15 each) for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
<p>Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.</p>	<p>Hourly per case up to milestone cap.</p>
<p>For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.</p>	<p>Hourly, up to 3 hours per case for compliance items*</p>
<p>If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.</p>	<p>Hourly, up to 5 hours per re-verification of income*</p>
<p>On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.</p>	<p>Hourly, up to 3 hours per case for initial research and coordination of partnering funds</p>
<p>While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.</p>	<p>Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.</p>
<p>While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing</p>	<p>Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.</p>

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Rebecca Newman
Initiator: Rebecca Newman
Sponsors:

SCHEDULED

RESOLUTION 2022-100

DOC ID: 3779

Authorizing the Purchase of Reusable Shopping Bags from Twisted Ink

WHEREAS, beginning May 4, 2022 the State of New Jersey is banning single-use plastic carry-out bags as part of the Get Past Plastic initiative; and

WHEREAS, the Borough of Flemington desires to support this initiative by offering residents reusable shopping bags with the Borough Logo; and

WHEREAS, Clean Communities Grant Funds can be utilized to offset the costs for this purchase; and

WHEREAS, seven vendors were contacted, five responded and the quote that is most advantageous is from Twisted Ink, located at 15 Main Street, Flemington in the amount of \$8,250.00; and

WHEREAS, the Borough will mail postcards out to residents letting them know they can come take one bag each while supplies last and the cost of that will not exceed \$1,300.00.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Flemington, County of Hunterdon, State of New Jersey that an order will be placed with Twisted Ink in Flemington Borough for 5,000 reusable shopping bags in the amount not to exceed \$8,500.00 and postcards will be mailed via every door direct mail for a cost not to exceed \$1,300.00.

BE IT FURTHER RESOLVED, the funds for the bags will come out of Clean Community Grant Funds.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano
Initiator: Sallie Graziano
Sponsors:
DOC ID: 3780

SCHEDULED

RESOLUTION 2022-101

**Authorizing a Vendor Agreement with the New Jersey
Department of Community Affairs Regarding the Low Income
Household Water Assistance Program**

WHEREAS, state law now requires municipalities to offer residential ratepayers the opportunity to enter into an installment plan for satisfying the unpaid balance of their utility bills; and

WHEREAS, the State of New Jersey has opened the Low Income Household Water Assistance Program to assist customers in paying their arrears; and

WHEREAS, the attached vendor agreement allows LIHWAP to pay arrears for Flemington Borough utility customers;

NOW, THEREFORE, BE IT RESOLVED that the Council authorizes a vendor agreement with the state Department of Community Affairs regarding participation in the Low Income Household Water Assistance Program, in substantially the same form as attached.

BE IT FURTHER RESOLVED that the Mayor and other Borough officials as required are authorized to sign such vendor agreement.

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

DATA SHARING AGREEMENT
BETWEEN
THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

AND

Flemington Water Department

I. PARTIES

This Data Sharing Agreement ("Agreement") is made and entered into by and between the New Jersey Department of Community Affairs ("Department") whose address is 101 South Broad Street, PO Box 800, Trenton, N.J. 08625-0037, and Flemington Water Department, serving as a participating vendor in the Low-Income Household Water Assistance Program ("LIHWAP") (referred to as "Utility Company"), whose address is 38 Park Ave. When executed by the Parties, this Agreement shall become effective as of the date of the last signature set forth below.

II. PURPOSE

The purpose of this Agreement is to establish the terms by which the Department and the Utility Company, will share customer information. As a participating vendor, Utility Company is eligible to receive direct payment based on customer's eligibility for the LIHWAP, the Temporary Assistance for Needy Families ("TANF") and/or Food Stamp programs and any other program where the customer's eligibility has already been determined by the Department, or through an eligibility determination process for those customers who are not currently participating in a program administered by the Department.

III. LEGAL AUTHORITY

The Consolidated Appropriation Act 2021 (P.L. 116-260, 2020) and the American Rescue Plan Act of 2021 (P.L. 117-2, 2020) provided the Department with funding to provide relief to assist low-income households with water and wastewater bills. As a result, the Department implemented the LIHWAP Program, to provide relief in the form of benefits directly to water and waste water utility companies. The Department entered into a Grant Implementation Plan that was submitted to the United States Department of Health and Human Services, Administrative for Children and Families, that allows it to receive necessary customer data from the participating Utility Company.

IV. RESPONSIBILITIES OF THE PARTIES

- A. **Warranties** The Parties make no warranty, either express or implied, regarding the accuracy, reliability, completeness, or suitability of the information for any particular purpose.

B. Access to Customer Data This Agreement covers the Department and the Utility Companies sharing of customer data for the purpose of implementing the LIHWAP Program. Customer data is defined as the customer's name, mailing address, e-mail address, utility account numbers, phone number and amount owed ("Customer Data"). Neither Party is authorized to add to, amend, or delete information contained in the others Customer Data, in any manner whatsoever.

C. Information Provided The Utility Company shall provide the Department with an up-to-date list on the 15th of every month of all Utility Company customers that are overdue on either their water or sewer bills in order to permit the Department to provide, by regular mail, to all such Utility Company customers notice of their possible eligibility to participate in the LIHWAP to assist in making outstanding payments for water and/or sewer bills.

A list of eligible Utility Company customers seeking to participate in the LIHWAP will be provided to the appropriate Utility Company and the named customers shall be enrolled in the LIHWAP on the 15th of every month.

D. Use of Information The Department agrees to collect individual Customer Data through an encrypted email or similar secure process. The Department shall restrict access to the Customer Data received to employees or workforce that need the Customer Data to perform their official duties in connection with the purpose of this Agreement. Any Department employee or workforce who access, disclose or use the Customer Data in a manner or for a purpose not authorized by the Agreement may be subject to civil or criminal sanctions contained in applicable federal or state statutes. Customer Data shall be processed so as to protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve such records by means of computer, remote terminal, or any other means. Customer Data obtained under this Agreement shall not be disclosed to any third parties, unless otherwise specified in this Agreement.

The Department will limit access to the individual customer data to only those employees or authorized representatives required to determine LIHWAP eligibility and to make LIHWAP payments, and who are otherwise bound by the confidentiality obligations contained herein.

The Utility Company agrees to limit access to the data to only those employees and officials who need it to perform their official duties in connection with the LIHWAP Program.

It is expressly understood and agreed by the Utility Company that no lists of LIHWAP recipients will be developed or maintained by any Utility Company and the identifying information contained on any LIHWAP check will be used solely for the purpose of applying the amount of the benefit to the recipient's water/sewer utility account.

E. Confidentiality The Utility Company understands and agrees that pursuant to statutes, regulations, and policies, certain information provided by the Department to the Utility Company is deemed confidential. The Utility Company understands and agrees that it is

obligated to ensure that no confidential information shall be disclosed to any third party, except so as to effectuate the purpose as stated in this Agreement or as required by law.

- a. The Utility Company further agrees to maintain the same standard of confidentiality in accordance with 45 CFR 205:50(a) (2) (11); and
- b. To advise all Utility Company personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal and civil sanctions for non-compliance contained in Federal Statutes, such as Section 1106(a) of the Social Security Act, 5 U.S.C. 5522a(i), and Section 7217 of the Internal Revenue Code, and any other relevant State Statutes.

F. Requests for Information Any receipt by a Utility Company of a request under the Open Public Records Act, N.J.S.A. 47:1A-1 to -13 ("OPRA"), by subpoena or any other manner of request for any records of individual recipients of assistance from the Department, shall be provided by the Utility Company to the Department within 24 hours of receipt in order to allow the Department to timely assert any privilege associated with a Utility Company customer's participation in an assistance program.

F. Liability The Department assumes no liability for the improper or illegal use of information obtained from the Department and provided to the Utility Company.

The Utility Company assumes no liability for the improper or illegal use of information obtained from the Utility Company and provided to the Department.

H. Compliance with Applicable Law The Parties agree that in the performance of this Agreement they shall comply with all applicable State, and Federal laws and regulations, including, but not limited to, laws and regulations which address the confidentiality of the records/data and information contained in the Parties files.

I. Parties' Representatives The Department's representative is _____, or the duly appointed successor. The Department representatives are authorized to receive correspondence, including notices referenced in this Agreement and/or otherwise pertaining to its subject matter. However, notifications as to data breaches or incidents shall be communicated as set forth in Subsection V of this Agreement.

The Utility Company's representative is _____
The Department and the Utility Company's representatives may agree to designate specific employee(s) as a contact person responsible to produce/receive the customer information.

V. DATA BREACH OR INCIDENT NOTIFICATION

A. The Parties agree to immediately, by telephone and email, notify the other Party upon the discovery of: a data breach or incident (suspected or actual) related to the Customer Data

or participation in the LIHWAP Program, or a data breach or incident (suspected or actual) of a program having confidential Customer Data that has resulted in the disclosure of confidential Customer Data.

Each Party reserves the right to conduct an assessment of and/or bring in a third party to work with the Utility Company or Department on any incident (suspected or actual), data breach, intrusion, loss or unauthorized use or disclosure of the Customer Data in violation of this Agreement.

The Utility Company shall submit such notification to the Department of Community Affairs at _____. The Department shall submit such notification to the Utility Company at _____.

- B. Ensure that the initial notification includes contact and component information; a description of the incident and/or data breach, loss with scope, numbers of files or records, type of equipment or media, approximate time and location of incident and/or data breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the incident and to protect the operating environment.
- D. Investigate the incident (suspected or actual) and produce a written incident report within two (2) business days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed customer information; a description of where the customer information and their participation in the LIHWAP is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the incident; a detailed corrective action plan including measures that were taken to halt and/or contain the incident. The Utility Company shall submit the incident report to the Department of Community Affairs at _____. The Department shall submit the incident report to the Utility Company at _____.

The Party suffering from the breach will notify individuals of the incident (suspected or actual), data breach or unauthorized use or disclosure of the customer's participation in the LIHWAP Program, when applicable state or federal law requires notification. The Utility Company shall obtain the approval of the: Department of Community Affairs, Information Technology, John Harrison, John.Harrison@dea.nj.gov, for the time, manner and content of any such required notifications. The Department shall obtain the approval of the Utility Company _____. The Party that has experienced a breach shall be responsible for the cost of such notification to the extent that such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party. To the extent, such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party who experienced the breach that Party shall be responsible for notifying individuals and shall be responsible for any costs of

notification. If there is any question as to whether the Department or the Utility Company is responsible for an incident, data breach or unauthorized use or disclosure of the customer information, the breached Party shall issue a notice and Utility Company and the Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

- E. In the case of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data maintained by either Party or the information contained therein, the Parties reserve the right to involve state and/or federal law enforcement officials in a data breach investigation, and/or involve a third party, including but not limited to specialists or subject matter experts, to help or conduct an independent investigation of any data breach or incident. The Parties agree to fully cooperate with any assessment or investigation related to a data breach or incident. In cases where notification to the other Party may compromise an ongoing assessment or criminal investigation of a data breach or incident, the Parties reserve the right to NOT provide notice. However, to the extent where such notice would not compromise an ongoing assessment or criminal investigation of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data, including their participation in the LIHWAP Program maintained by either Party, the investigating Party will provide written notice to the other Party regarding the existence of said assessment or criminal investigation.

V. MISCELLANEOUS

- A. Termination This Agreement shall remain in effect until terminated as follows:

- Unilaterally and immediately by the Department for any reason, upon 14-days' written notice to the Utility Company;
- Unilaterally and immediately by the Utility Company, for any reason, upon 14-days' written notice to the Department; and
- Mutually upon written agreement of the Department and the Utility Company, at any time.

- B. Subject to the Availability of Funding The Department's obligations under this Agreement are subject to appropriations and the availability of funds. A failure by the Department to make any payment required by this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate necessary funds shall not in any manner constitute a breach or default by the Department and the Department shall not be held liable in any manner whatsoever because of the absence of available funding.

- C. Amendment/Waiver This Agreement cannot be amended, modified, or revised unless done so in writing signed by the Parties. No provision may be waived, except in a writing signed by the Parties. The failure of a Party to enforce any provision of this Agreement,

or to require performance by the other Party, will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

- D. Assignment This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. No permitted assignment shall relieve a Party of any of its responsibilities under this Agreement. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the Parties and their respective successors and assigns.
- E. Third Party Beneficiary Rights The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to their benefit. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under its terms. The parties intend and expressly agree that only they shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance of, or failure to perform, in accordance with any term or condition of this Agreement, or to bring an action for the data breach of this Agreement.
- F. Entirety of Agreement This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all terms and conditions. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties hereto, whether written or oral.
- G. Governing Law This Agreement shall be governed by the law of the State of New Jersey.
- H. Unenforceability and Severability If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- I. Indemnification Obligations of the Parties

The Department. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the Department shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Department, its employees, representatives, agents, independent contractors or invitees, related to this Agreement.

AND

The Utility Company. The Utility Company shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages

of whatsoever kind or nature, arising out of or in connection with any act or omission of the employees, representatives, agents, independent contractors or invitees of the Utility Company and/or its Represented Agencies, related to this Agreement.

J. Section Headings Section Headings that appear in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the terms of this Agreement have been read and understood by the persons whose signatures appear below, the parties have executed this Agreement.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Dated: _____

UTILITY COMPANY

By: _____

Dated: _____



New Jersey Department of Community Affairs
Division of Housing and Community Resources
Low Income Household Water Assistance Program (LIHWAP)
LIHWAP@dca.nj.gov

**CONTRACT FOR SERVICES
BETWEEN
NJ DEPARTMENT OF COMMUNITY AFFAIRS (LIHWAP)
AND**

Flemington Water Department

This Vendor Contract is entered into by and between the State of New Jersey, Department of Community Affairs, Division of Housing and Community Resources under the following terms:

1. Definitions

- a) Department means the New Jersey Department of Community Affairs.
- b) Division means the Division of Housing and Community Resources.
- c) LIHWAP means the Low-Income Household Water Assistance Program.
- d) LIHWAP payment includes home drinking water and wastewater benefits.
- e) Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
- f) LIHEAP means the Low-Income Home Energy Assistance Program.

2. The Division agrees to the following:

- a) To provide funds for LIHWAP.
- b) To assign a vendor number/business code to each Vendor after the contract is signed.
- c) To issue to a Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all LIHWAP eligible households. A payment register shall precede the check or ACH deposit. The register includes the name of the LIHWAP applicant, the account name and number, the amount(s) to be applied to each customer, and the address and county of residence of the applicant.

3. The Vendor agrees to the following:

- a) To provide water and/or wastewater services to each eligible residential household in an amount equal to the LIHWAP payment received in the current program year.
- b) To charge LIHWAP eligible households using the Vendor's normal billing process.
- c) To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
- d) Not to discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
- e) To provide to the Division, upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored, if terminated, on a timely basis or disconnection status has been removed, if applicable.
- f) To apply LIHWAP payments identified in the payment schedule as directed by the Agency and/or Division.
- g) To post all payments to customer accounts within 3-5 business days upon receipt of payment register.
- h) To clearly enter on LIHWAP households' bill the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the New Jersey Low Income Household Water Assistance Program or LIHWAP.
- i) To immediately enter into a Deferred Payment Agreement (DPA) with those households whose LIHWAP benefit did not resolve the arrears in its entirety and not terminate services to such households and to not



disconnect their service. After receiving LIHWAP payment for restoration of water services, vendors must maintain services for at least 90 days.

- j) Not to charge late fees, interest and penalty charges on outstanding amounts not covered by LIHWAP benefits.
- k) To provide monthly statements to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- l) To send all refunds in compliance with LIHWAP Vendor refund policies no later than September 30, 2022.
- m) To comply with LIHWAP Vendor refund policies, maintain supporting fiscal records for five years, or such longer period as may be required pursuant to law, and provide records to Division representatives upon request.
- n) To fully cooperate with the Division's monitoring practices, including but not limited to, providing requested documentation within set time frames, as well as communicating with Division staff.
- o) To provide at no cost to the Department, Division, or its Agencies and the customer, written information on an applicant household's home drinking water and/or wastewater costs, arrearage history for no more than the previous 12 monthly billing periods.
- p) To comply with all New Jersey laws, regulation, or other requirements pertaining to the supply of home drinking water and/or wastewater services for residential use. In the event of any dispute between the Department, Division or its Agencies and the Vendor, New Jersey law shall govern and the venue for any legal action arising out of this contract shall be At the Department of Community Affairs, Division of Housing and Community Resources, 101 South Broad Street, Trenton, New Jersey.
- q) To provide, within a timely manner and at no cost to the Department, Division or its Agencies, information on household water and/or wastewater costs and usage for participants of LIHWAP at the Department's request for purposes of research, evaluation, and analysis.
- r) To report to the Department, Division or its Agencies situations that threaten life, health, or safety.
- s) To cooperate with the Department, Division and/or its Agencies in developing procedures to respond to immediate and potential emergencies, which includes the provision of household water and/or wastewater services based on the documented promise to pay using LIHWAP funds.
- t) To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
- u) To provide in writing to the Department, Division or its Agencies with business practice and contact information and to notify the Division of any changes.
- v) To comply with the terms of this contract for customers who have LIHWAP payments transferred from another Vendor.
- w) To notify the Department, Division, or its Agencies of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company's policies and service areas. Submission of a new vendor contract may be required within ten business days, reflecting such policy and service area changes.
- x) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Vendor, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, punitive damages, or lost profits.

4. Length of Contract

- a) This contract is in effect from the date it is executed until terminated as described in the "Termination" section.

5. Termination



- a) This contract will terminate effective immediately at the discretion of the Department, Division or its Agencies, upon determination that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified in writing within ten business days of termination.

6. Entire Contract

- a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
- b) This contract supersedes all previous commitments, promises, representations, either oral or written, between the parties relating to the subject matter hereof.
- c) The person signing this contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

Vendor Signature	Date (mm/dd/yyyy)
New Jersey LIHWAP Signature	Date (mm/dd/yyyy)

Low Income Household Water Assistance Program (LIHWAP) Vendor Refund Policy

1. Credit Balances - If no change occurs in the residence of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with the Vendor until exhausted.
2. Unclaimed Credit Balances - In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30). The returned check shall include all information listed in item number seven of this Refund Policy.
3. Move Within State and Change of Water and/or Wastewater Services Provider - If the LIHWAP recipient changes water and/or wastewater services providers or moves to another residence within the state and has a relationship with a new provider, the Vendor holding the credit balance of the LIHWAP payment(s) must transfer the balance to the new water and/or wastewater services provider (Vendor) or new account.
4. Move and No Relationship with Vendor - When a LIHWAP recipient moves his or her household and as a result the recipient has no direct relationship with a Vendor, any credit balance of LIHWAP payments is to be returned by check to the Division with the information listed in number seven of this Refund Policy.
5. Move Out of State - When a LIHWAP recipient moves out of New Jersey, any credit balance of LIHWAP payments shall be returned by check to the Division with the information listed in number seven of this Refund Policy.



6. Deceased Recipient - In the event a credit balance remains, and the account is closed, the credit balance will be refunded to the program no later than the end of the program year (September 30). Submit a check to the Division with the information listed in number seven of this Refund Policy.

7. Return Address for Refunds to the State of New Jersey - Mail refunds to:

NJ Department of Community Affairs
Division of Housing and Community Resources
Low-Income Household Water Assistance Program
ATTN: LIHWAP REFUND
101 South Broad Street (5th Floor)
Trenton, NJ 08625-0811

Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return.

8. Vendor Payments - All LIHWAP payments made to a Vendor shall be applied to current water and/or wastewater services costs. LIHWAP payments that exceed current costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this contract. Any balance remaining shall be credited to the customers' account.

9. Incorrect Payments - All Vendors are required to review the weekly payment register for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall contact the Division's Help Desk at LIHWAP@dca.nj.gov. Contact must occur within 30 days to correct the error. If payments are made in error, any corrections needed will be determined by the Division.

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

SCHEDULED

Initiator: Sallie Graziano

Sponsors:

ORDINANCE 2022-4

DOC ID: 3769

Salary Ordinance for 2022

An ordinance to fix the rate of compensation of the Mayor, Council and non-union employees of the Borough of Flemington, County of Hunterdon, State of New Jersey.

BE IT ORDAINED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey as follows:

Section 1: The rate of compensation of the following employees shall be on a yearly basis, payable quarterly and effective January 1, 2022:

Mayor	\$6,120
Council Member	\$4,935
Public Defender	\$9,988

Section 2: The rate of compensation of the following non-union employees shall be on a yearly basis, payable bi-weekly and effective January 1, 2022:

Borough Clerk (To include Registrar of Vital Statistics)	\$58,428
Deputy Clerk	\$26,869
Administrator / Engineer	\$120,000
Chief Financial Officer (To include Deputy Collector)	\$48,785
Tax Collector	\$22,372
Tax Assessor	\$32,684
Finance Assistant	\$19,650
Municipal Court Judge	\$26,507
**\$1,030.00 per 4th Monday Court Session	
Court Administrator	\$56,100
Court Officer (per night)	\$97
Court Night Violations Clerk	\$40,000
Construction Official / Building Sub-Code Inspector / Zoning	\$59,853
Property Maintenance Officer (per hour rate)	\$23.54

Fire Sub-Code Inspector	\$11,829
Plumbing Sub-Code Inspector	\$11,829
Electric Sub-Code Inspector	\$13,215
Fire Marshal	\$45,101
Planning Board Secretary	\$25,589
Office of Emergency Management	\$2,341
Department of Public Works Director / Recycling Coordinator	\$115,022
Library Director	\$71,138
Librarian I	\$41,479
Librarian II	\$39,422
Property Maintenance Inspector (per hour rate)	\$23.08
Fire Prevention Inspector Step I (per hour rate)	\$20.40
Fire Prevention Inspector Step II (per hour rate)	\$22.07
Right to Know Officer	\$2,500
Police Secretary (per hour rate)	\$15.24
Library Aide (per hour rate)	\$13- \$16
Adult Crossing Guards (per hour rate)	\$16 - \$27
Tax Assessor Assistant (per hour rate)	\$26.52
Parking Enforcement Officer (per hour rate)	\$15 - \$27
Special Police Officer: Class I (per hour rate)	\$13 - \$27
Casual Employees (per hour rate)	\$13 - \$58
Administrative Assistant	\$17

Section 3: The rate of compensation of the following police non-union employee shall be on a yearly basis, payable bi-weekly:

Chief of Police	\$154,098
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Introduced:

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/28/22 07:30 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

SCHEDULED

ORDINANCE 2022-5

DOC ID: 3773

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

Flemington Borough, Hunterdon County

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

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

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

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

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

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

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

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

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

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

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

Introduced:

Adopted:

Attest:

Betsy Driver, Mayor

Sallie Graziano, Borough Clerk

CLERK'S CERTIFICATION

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

Sallie Graziano, RMC, Borough Clerk