



Mayor and Common Council Borough of Flemington

May 22, 2023

7:00 PM

Council Meeting Room

Flemington Borough Hall, 38 Park Avenue, Flemington, NJ 08822

I. Call to Order

II. Flag Salute

III. OPMA Statement

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of May 22, 2023 was included in a list-of-meetings notice sent to the *Hunterdon County Democrat* and *Courier-News* on Jan. 5, 2023, posted on the bulletin board at Borough Hall on that date, and has remained continuously posted as required. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Borough

IV. Roll Call

Marcia A. Karrow
Susan Engelhardt
Malik Johnston
Jeremy Long
Tony Parker
Elizabeth Rosetti
Kimberly Tilly

Mayor
Council Member
Council Member
Council President
Council Member
Council Member
Council Vice President

V. Presentations

VI. Work Session

Department of Public Works Director Mike Campion, Sewer Superintendent Josh Parks and Sewer Superintendent Ken Diehl will discuss the Prioritization of Capital Improvement Projects.

VII. Mayor's Report

1. PROCLAMATION: KEVIN WILLIAM BARNES ACHIEVING EAGLE SCOUT

VIII. Council Member Reports

IX. Administrator's Report

X. Public Comments - Session I

XI. Approval of Minutes

XII. Consent Agenda

1. RESOLUTION 2023-113: RECOGNIZING THE MONTH OF JUNE, 2023 AS "LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, INTERSEX AND ASEXUAL (LGBTQIA) PRIDE MONTH" IN THE BOROUGH OF FLEMINGTON
2. RESOLUTION 2023-114: AUTHORIZING THE CLOSURE OF CERTAIN STREETS FOR THE MEMORIAL DAY PARADE ON MAY 29, 2023
3. RESOLUTION 2023-115: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-44-004-007 FOR FLEMINGTON CENTRAL LIQUORS, DBA LITTLE BROTHERS BEVERAGE, FOR THE 2023-2024 TERM
4. RESOLUTION 2023-116: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-31-005-001 FOR THE VETERANS OF FOREIGN WARS POST 7856 FOR THE 2023-2024 TERM
5. RESOLUTION 2023-117: AUTHORIZING RENEWAL OF LIQUOR LICENSE #1009-33-002-008 HELD BY CYCLADES ASSOCIATES, LLC FOR 2023-2024.
6. RESOLUTION 2023-118: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-32-001-005 FOR FLEMINGTON CENTRAL LIQUORS FOR THE 2023-2024 TERM
7. RESOLUTION 2023-119: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-32-003-014 FOR STAGECOACH LIQUORS, LLC FOR THE 2023-2024 TERM
8. RESOLUTION 2023-120: AUTHORIZING THE CONTINUED PARTICIPATION OF THE BOROUGH OF FLEMINGTON IN THE STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM (SLCHIP) FOR CERTAIN MULTI-FAMILY DWELLINGS FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 20, 2024

XIII. Regular Agenda

1. **Public Hearing:**
ORDINANCE 2023-16: REPEALING ORDINANCE 2020-2 CONCERNING SECTION 2610, 2611, AND 2641 OF THE MUNICIPAL CODE OF THE BOROUGH OF FLEMINGTON RELATED TO THE MIXED-USE MULTI-FAMILY OVERLAY DISTRICT
 2. **Introduction:**
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ORDINANCE 2023-17: AMENDING IN PART BOND ORDINANCE NO. 2020-18 ADOPTED ON DECEMBER 14, 2020, PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS FOR THE BOROUGH OF FLEMINGTON, IN ORDER TO INCREASE THE APPROPRIATION THEREFOR BY \$173,500 REPRESENTING A GRANT RECEIVED FROM THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR A TOTAL APPROPRIATION OF \$1,846,050 AND TO AMEND THE PURPOSES THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY

3. **Introduction:**

ORDINANCE 2023-18: REPEALING ONE-WAY LIMITS ON NORTH PLACE

4. **Introduction:**

ORDINANCE 2023-19: AMENDING CHAPTER 9A-3 "CONSTRUCTION PERMIT FEES" TO ADD A NEW SECTION TO BE ENTITLED "CONSTRUCTION RECORDS CLEARANCE (CRC)"

5. **Introduction:**

ORDINANCE 2023-20: CREATING A NEW SUBSECTION 3 IN SECTION 7 (PROHIBITED CONDUCT) OF CHAPTER 3 (POLICE REGULATIONS) ENTITLED "GENERAL VIOLATIONS" TO REGULATE CERTAIN MINOR MUNICIPAL COURT VIOLATIONS

6. RESOLUTION 2023-121: AWARDING BID TO REIVAX CONTRACTING CORPORATION FOR THE BLOOMFIELD AVENUE IMPROVEMENT PROJECT

7. RESOLUTION 2023-122: AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH CGP&H AS FLEMINGTON BOROUGH'S ADMINISTRATIVE AGENT FOR COAH-RELATED CLIENT SUPPORT SERVICES

8. RESOLUTION 2023-123: AUTHORIZING ACCEPTANCE OF DCA LEAD PAINT INSPECTION GRANT IN THE AMOUNT OF \$8,000.

9. RESOLUTION 2023-124: APPOINTING REBECCA NEWMAN AS CHIEF ADMINISTRATIVE OFFICER FOR BOROUGH OF FLEMINGTON FOR THE JUNE 6, 2023 PRIMARY ELECTION

10. RESOLUTION 2023-125: APPROVING THE SCHEDULE OF PAYMENTS FOR THE FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT FOR THE 2023-2024 SCHOOL YEAR

11. RESOLUTION 2023-126: APPROVING THE SCHEDULE OF PAYMENTS FOR HUNTERDON CENTRAL REGIONAL HIGH SCHOOL FOR THE 2023-2024 SCHOOL YEAR

12. RESOLUTION 2023-127: AUTHORIZING THE AWARD OF CONTRACT FOR ENGINEERING SERVICES – SPECIAL PROJECTS ENGINEER TO MARTUCCI ENGINEERING, LLC OF FLEMINGTON, NJ

XIV. Public Comments - Session II

XV. Payment of the Bills

Payment of the Bills in the Amount of \$1,519,471.12

XVI. Executive Session

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

XVII. Adjournment

PROCLAMATION

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Proclamation

AGENDA SECTION: **Mayor's Report**

SUBJECT: PROCLAMATION: KEVIN WILLIAM BARNES ACHIEVING EAGLE SCOUT

Borough of Flemington Proclamation

WHEREAS, scouting is a movement that challenges, inspires, and guides young people toward high achievements and high values as expressed in the Scout oath, law, motto, and slogan; and

WHEREAS, Eagle is the highest rank in the Boys Scouts of America, and requires mastery of difficult challenges in diverse areas; and

WHEREAS, to become an Eagle Scout requires demonstration of good character and community service; and

WHEREAS, Kevin William Barnes has demonstrated a special commitment to the Boy Scouts, and has worked with great diligence to successfully complete the requirements for the rank of Eagle; and

WHEREAS, for his Eagle Scout Project, Kevin created seven Purple Heart parking spots for veterans who were wounded while serving in the U.S. military, including at the Hunterdon County Library, Flemington Department Store, Angelo's Pizza, Ginny's Cafe, and Marinelli's Restaurant, providing veterans with the ease of access to businesses and the appreciation for their sacrifices in service to our country.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Flemington, that they do hereby congratulate Kevin William Barnes of Boy Scout Troop 62 on attaining the rank of Eagle Scout.

Approved: April 24, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-113

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-113: RECOGNIZING THE MONTH OF JUNE, 2023 AS "LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, INTERSEX AND ASEXUAL (LGBTQIA) PRIDE MONTH" IN THE BOROUGH OF FLEMINGTON

WHEREAS, the Borough of Flemington recognizes that June is traditionally recognized as a month of celebration by LGBTQIA people; and

WHEREAS, the Borough Flemington values the importance of diversity among its citizens and its employees; and

WHEREAS, the Borough of Flemington has in place policies prohibiting discrimination against LGBTQIA residents and employees; and

WHEREAS, the Borough of Flemington recognizes that LGBTQIA residents, business owners and employees of Flemington have worked hard to make our community a more fabulous place; and

WHEREAS, the Borough of Flemington encourages the work of advocates who dedicate their time and efforts to the equality of all persons, and recognizes the impact that LGBTQIA individuals have had on our community; and

WHEREAS, Flemington continues to encourage all individuals to celebrate the great diversity of the American people; and

WHEREAS, The Borough of Flemington intends to fly a rainbow Pride flag at Borough Hall for the month of June in recognition of LGBTQIA Pride Month;

NOW, THEREFORE BE IT RESOLVED, that in recognition of LGBTQIA Pride Month, Mayor and Council hereby proclaim the month of June as "Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex & Asexual (LGBTQIA) Pride Month" in the Borough of Flemington.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-114

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-114: AUTHORIZING THE CLOSURE OF CERTAIN STREETS FOR THE MEMORIAL DAY PARADE ON MAY 29, 2023

WHEREAS, the Memorial Day Parade organizers have requested that several roads be closed on Monday, May 29, 2023 between the hours of 9:00 AM and 12:00 noon as follows:

Church Street from Route 31 to Main Street
Main Street from Church Street to the Monument
North Main Street from the Monument to Hopewell Avenue
East Main Street from the Monument to New Jersey Avenue; and

WHEREAS, the Flemington Borough Police Department has reviewed this request and has approved the closures as requested.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that the requested road closures as outlined above are approved for the Memorial Day Parade being held on May 29, 2023.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-115

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-115: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-44-004-007 FOR FLEMINGTON CENTRAL LIQUORS, DBA LITTLE BROTHERS BEVERAGE, FOR THE 2023-2024 TERM

WHEREAS, the Borough is in receipt of an application to renew the Plenary Retail Distribution Liquor License #1009-44-004-007 held by Flemington Central Liquors, dba Little Brothers Beverage, the license holder; and

WHEREAS, said application is complete and accompanied by the required fees, affidavits, and tax clearance certificate from the New Jersey Division of Taxation; and

WHEREAS, no written objection to the renewal of this license was received by the Borough Clerk; and

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

1. That the license as referenced above be issued for the 2023-24 license term and that the Borough Clerk be directed to forward a certified copy of this Resolution and the renewal application and accompanying fee to the Division of Alcoholic Beverage Control, Department of Law and Public Safety for processing, and to the applicants; and;
2. That the Borough Clerk be authorized to issue the 2023-2024 license to the proper holder with the effective date of July 1, 2023.
3. This Resolution shall take effect immediately.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Clerk of the Borough of Flemington do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-116

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-116: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-31-005-001 FOR THE VETERANS OF FOREIGN WARS POST 7856 FOR THE 2023-2024 TERM

WHEREAS, application has been received from the Veterans of Foreign Wars Post 7856 for renewal of Club Liquor License 1009-31-005-001; and

WHEREAS, said application is complete and accompanied by the required fees, affidavits, and tax clearance certificate from the New Jersey Division of Taxation; and

WHEREAS, no written objection to the renewal of this license was received by the Borough Clerk;

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

1. That the license as referenced above be renewed for the 2023-2024 license year and that the Borough Clerk be directed to forward a certified copy of this Resolution to the Division of Alcoholic Beverage Control, Department of Law and Public Safety, for processing, and to the applicant; and
2. That the Borough Clerk be authorized to issue the 2023-2024 license to the proper holder.
3. This Resolution shall take effect immediately.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Clerk of the Borough of Flemington do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-117

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-117: AUTHORIZING RENEWAL OF LIQUOR LICENSE #1009-33-002-008 HELD BY CYCLADES ASSOCIATES, LLC FOR 2023-2024.

WHEREAS, the Borough is in receipt of an application to renew the Plenary Retail Consumption Liquor License #1009-33-002-008 held by Cyclades Associates, LLC the license holder; and

WHEREAS, said application is complete and accompanied by the required fees, affidavits, and tax clearance certificate from the New Jersey Division of Taxation; and

WHEREAS, no written objection to the renewal of this license was received by the Borough Clerk; and

WHEREAS, the License Holder submitted a petition to the New Jersey Division of Alcoholic Beverage Control ("NJ ABC") for a Special Ruling under N.J.S.A. 33:1-12.39 to permit the continued holding of an inactive license (12:39 Petition"); and

WHEREAS, the Borough received a copy of the Special Ruling granted by the Director of the NJ Alcoholic Beverage Control pursuant to NJSA 33: 1-12.39 authorizing renewal of the license for the 2022-2023 and 2023-2024 terms; and

WHEREAS, the Borough Council adopted Resolution 2022-201 on September 27, 2022 which stated in Section 4 "The Borough Council reserves the right to not renew the license for the 2023-2024 term in the event the License Holder fails to demonstrate a good faith effort to market or otherwise reactivate the license."; and

WHEREAS, the License Holder has provided the attached letter describing their recent efforts to market the license; and

WHEREAS, the Borough Council has found that the efforts of the License Holder to market of reactivate the license are satisfactory; and

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

1. That the license as referenced above be issued for the 2023-24 license term and that the Borough Clerk be directed to forward a certified copy of this Resolution and the renewal application and accompanying fee to the Division of Alcoholic Beverage Control, Department of Law and Public Safety for processing, and to the applicants; and;
2. That the Borough Clerk be authorized to issue the 2023-2024 license to the proper holder with the effective date of July 1, 2023.
3. This Resolution shall take effect immediately.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Borough Clerk of the Borough of Flemington do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

[Borough Letter 230508 \(Evidence of Efforts to Sell\).pdf](#)

GLENN H. GORMAN
ATTORNEY AT LAW

ALSO ADMITTED
TO THE NY AND PA BARS

115 FRANKLIN TURNPIKE
SUITE 309
MAHWAH, NEW JERSEY 07430
GLENN@GHGORMANLAW.COM

609-846-3077

May 9, 2023

Mr. Michael Humphrey
Administrator and Acting Borough Clerk
38 Park Avenue
Flemington, NJ 08822

**RE: CYCLADES ASSOCIATES LLC
POCKET LICENSE
BOROUGH OF FLEMINGTON PLENARY RETAIL LIC. No. 1009-33-002-008**

Dear Mr. Humphrey:

This firm continues its representation of Cyclades Associates LLC, holder of Borough of Flemington Plenary Retail Consumption License No. 1009-33-002-008.

By letter dated October 13, 2022, through its counsel, the Borough of Flemington forwarded a copy of Council Resolution No. 2022-201 renewing the above-captioned plenary retail consumption license. In that resolution the Council objected to certain information reported in the licensee's 12.39 petition and opined that the licensee had not made a good faith attempt to either sell or utilize the license. Though the Council approved renewal of the license for the 2022-2023 term, it resolved that the Council reserved the right to not renew the license for the 2023-2024 term if the licensee did not demonstrate a good faith effort to market or otherwise reactivate the license.

In a letter dated May 3, 2023, Borough Administrator (and Acting Borough Clerk) Michael Humphrey, on behalf of the Borough Council and in furtherance of the 2022 resolution, asked that the licensee demonstrate a good faith effort to market or otherwise reactivate the license.

As the Council may already be aware, the ownership of Cyclades Associates is identical to that of NJN Associates, the owner of the former TGI Friday's restaurant site located on the traffic circle at 294 US 202. When the Friday's restaurant ceased operations, the ownership of NJN Associates sought to acquire the liquor license with the intention of locating a renter for the restaurant space and selling the license to that entity. It was thought that the restaurant site would be more attractive to a tenant if there was a liquor license available. Cyclades was formed and the license has been held by the company since May 26, 2020.

NJN Associates did locate a renter, Red Crab Juicy Seafood, and Red Crab did in fact make an offer to purchase the license from Cyclades. Negotiations ensued and the members of Cyclades and Red Crab agreed on a purchase price for the license; however, Red Crab wished for Cyclades to finance the purchase with a minimal deposit. After speaking with counsel who explained the risks in financing the purchase of a liquor license, Cyclades declined to proceed with the sale unless Red Crab obtained its own financing or purchased the license for cash. As Council is aware, Red Crab folded during the pandemic, and it is likely the license would have been lost in the aftermath of the closure had Cyclades financed the purchase.

In light of the fact that the members of Cyclades are not restaurant operators they have been diligently seeking potential buyers for the liquor license since the Red Crab deal fell through. In September 2021 NJN Associates engaged Jeffrey Realty of North Plainfield to market the former Friday's/Red Crab site. Jeffrey included in its listing that the liquor license was available. (See attached marketing flyer.) As restaurants were under strict guidelines per Governor Murphy's executive order regarding capacity limits during the pandemic and restaurants across the State were closing in massive numbers as a consequence, despite the engagement of a realtor, it was understandable that there was no interest in the license (or the restaurant property) expressed to the ownership of Cyclades until after the pandemic ended and the Governor's executive order expired.

On October 17, 2022, in a telephone conversation with the former mayor of Flemington, Betsy Driver, counsel to Cyclades was directed to contact Ms. Robin Lapidus, the Executive Director of the Flemington Community Partnership regarding the liquor license. Ms. Lapidus was subsequently contacted by email and thereafter she and this writer spoke on the phone and she advised she would direct potential buyers to contact us.

Since speaking with Ms. Lapidus, we received an offer from an individual named Steven Romanowski, whose offer was significantly less than half of what was paid by Cyclades for the license. He advised that he was looking for other parties that needed a license for a project. As the members of Cyclades had already been actively seeking buyers it was determined that if anyone needed a Flemington license the potential buyer could just as easily contact Cyclades about the license rather than Cyclades sell it to an intermediary at an extraordinary loss.

We also received an email on November 9, 2022 from an individual named Brian Blake, who is the owner of a building located at 95 Main Street in Flemington and a business called "Red Vanilla". He inquired about the license and we provided him with the requested information. To the best of our knowledge Mr. Blake did not make an offer.

Cyclades received and accepted an offer in late January/early February 2023 for the license and instructed this office to draft an agreement of sale. When we requested information from the buyer's attorney needed to draft the agreement we were instructed to wait until the buyer first spoke with their lender.

We subsequently received a letter from the buyer's counsel on March 16, 2023 advising that in response to Governor Murphy's proposal to create a new class of licenses that would be made available for a nominal fee, the buyer rescinded the offer accepted by Cyclades and countered with an offer approximately half the initial offer. The parties are presently negotiating that offer. We believe it would be inappropriate and counterproductive to disclose the name of the interested party amid such negotiations though the parties are optimistic that a deal will be reached shortly.

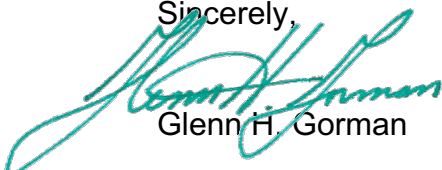
The members of Cyclades have tirelessly sought a buyer from the moment the Red Crab deal fell apart and even accepted an offer only to have it rescinded before an agreement could be drafted and executed. They are presently working on a deal with the same party that will certainly result in a significant loss, but nonetheless they are committed to the deal if an agreement on the price can be reached.

In light of the foregoing Cyclades has certainly met the Council's requirement that it demonstrate a good faith effort to market the license.

If you or the members of the Council have any questions regarding the license or this letter, please do not hesitate to contact us.

Thank you.

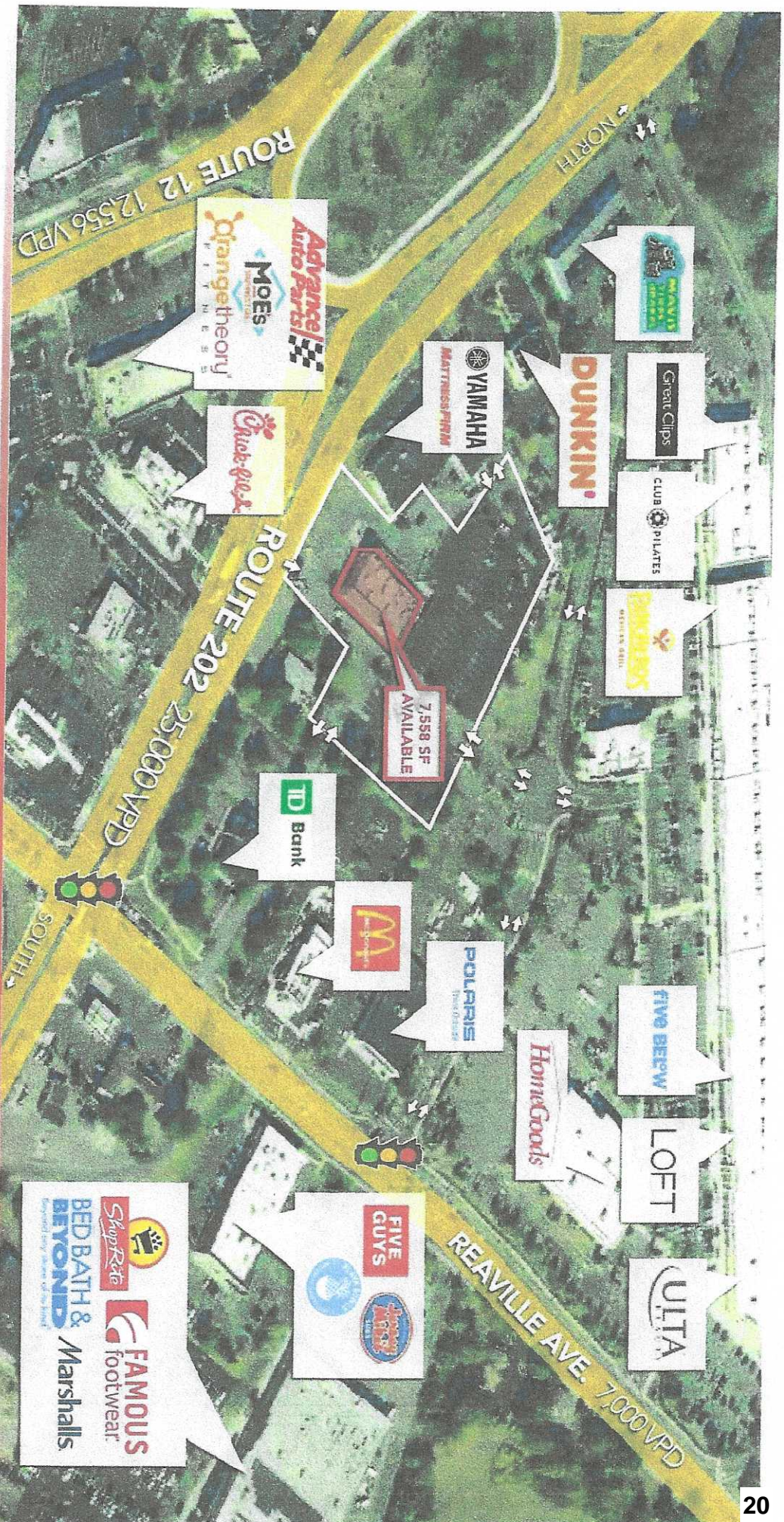
Sincerely,



Glenn H. Gorman

GHG:gg

C: Cyclades Associates, LLC (By e-mail only)



294 RT. 202

FLEMINGTON, NEW JERSEY

SITE INFORMATION

AVAILABLE: 7,558 SF

NNN: \$11.17 PSF

CAM: \$4.23 PSF

TAX: \$6.94 PSF

PARKING: PER CODE

TRAFFIC: 25,000 VPD RT. 202

RENT: CALL FOR QUOTE

NOTES: • Location on high-traffic area on Route 202

• Former restaurant that operated for 30 years

• Liquor license available

• Cross easement into The Shoppes of Flemington



JEFFERY REALTY
Retail Specialist

116 Route 22 • North Plainfield, NJ 07060 • T: 908.668.9600 • F: 908.668.5225 • www.JefferyRealty.com
All information is from sources deemed reliable and is submitted subject to errors, omissions, change of price, terms, prior sales and withdrawals.



RESOLUTION 2023-118

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-118: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-32-001-005 FOR FLEMINGTON CENTRAL LIQUORS FOR THE 2023-2024 TERM

WHEREAS, the Borough is in receipt of an application to renew the Plenary Retail Consumption Liquor License with Plenary Retail Consumption with Broad Package Privilege Liquor License #1009-32-001-005 held by Flemington Central Liquors the license holder; and

WHEREAS, said application is complete and accompanied by the required fees, affidavits, and tax clearance certificate from the New Jersey Division of Taxation; and

WHEREAS, no written objection to the renewal of this license was received by the Borough Clerk; and

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

1. That the license as referenced above be issued for the 2023-24 license term and that the Borough Clerk be directed to forward a certified copy of this Resolution and the renewal application and accompanying fee to the Division of Alcoholic Beverage Control, Department of Law and Public Safety for processing, and to the applicants; and;
2. That the Borough Clerk be authorized to issue the 2023-2024 license to the proper holder with the effective date of July 1, 2023.
3. This Resolution shall take effect immediately.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Clerk of the Borough of Flemington do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-119

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-119: AUTHORIZING RENEWAL OF LIQUOR LICENSE 1009-32-003-014 FOR STAGECOACH LIQUORS, LLC FOR THE 2023-2024 TERM

WHEREAS, the Borough is in receipt of an application to renew the Plenary Retail Consumption Liquor License with Broad C #1009-32-003-014 held by Stagecoach Liquors, LLC the license holder; and

WHEREAS, said application is complete and accompanied by the required fees, affidavits, and tax clearance certificate from the New Jersey Division of Taxation; and

WHEREAS, no written objection to the renewal of this license was received by the Borough Clerk; and

WHEREAS, the License Holder submitted a petition to the New Jersey Division of Alcoholic Beverage Control ("NJ ABC") for a Special Ruling under N.J.S.A. 33:1-12.39 to permit the continued holding of an inactive license (12:39 Petition"); and

WHEREAS, the Borough received a copy of the Special Ruling granted by the director of the Division of Alcoholic Beverage Control pursuant to NJSA 33: 1-12.39 authorizing renewal of the license for the 2023-24 and 2024-25 terms;

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

1. That the license as referenced above be issued for the 2023-24 license term and that the Borough Clerk be directed to forward a certified copy of this Resolution and the renewal application and accompanying fee to the Division of Alcoholic Beverage Control, Department of Law and Public Safety for processing, and to the applicants; and;
2. That the Borough Clerk be authorized to issue the 2023-2024 license to the proper holder with the effective date of July 1, 2023.
3. This Resolution shall take effect immediately.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Clerk of the Borough of Flemington do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-120

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Consent Agenda

SUBJECT: RESOLUTION 2023-120: AUTHORIZING THE CONTINUED PARTICIPATION OF THE BOROUGH OF FLEMINGTON IN THE STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM (SLCHIP) FOR CERTAIN MULTI-FAMILY DWELLINGS FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 20, 2024

WHEREAS the Borough of Flemington has participated in New Jersey's State Local Cooperative Housing Inspection Program (SLCHIP) since approximately 2011, and

WHEREAS the agreement to participate in SLCHIP must be renewed from time to time, and

WHEREAS Flemington has been notified by the NJ Department of Community Affairs (DCA) that the agreement is due for renewal for the period of July 1, 2023, through June 30, 2024, and

WHEREAS Flemington considers its participation to be beneficial and its current renewal is recommended by the borough's fire official.

THEREFORE BE IT RESOLVED that the mayor is authorized to sign the attached letter from the NJ DCA to confirm Flemington's continued participation in the SLCHIP program for the period of July 1, 2023, through June 30, 2024.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

ORDINANCE 2023-16

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Ordinances

AGENDA SECTION: Regular Agenda

SUBJECT: **Public Hearing:**
ORDINANCE 2023-16: REPEALING ORDINANCE 2020-2 CONCERNING SECTION 2610, 2611, AND 2641 OF THE MUNICIPAL CODE OF THE BOROUGH OF FLEMINGTON RELATED TO THE MIXED-USE MULTI-FAMILY OVERLAY DISTRICT

WHEREAS, the Borough Council of the Borough of Flemington approved Ordinance No. 2020-2 on July 13, 2020 concerning the mixed-use multi-family overlay district as found in Sections 2610, 2611, and 2641 of the Municipal Code of the Borough of Flemington; and

WHEREAS, the Borough Council now seeks to repeal that ordinance and restore the prior language.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the Borough Flemington, in the County of Hunterdon, State of New Jersey, that Ordinance No. 2020-2 is hereby repealed and the language contained in Section 2610, 2611, and 2641 of the Municipal Code of the Borough of Flemington shall be restored to the language contained therein prior to the adoption of Ordinance No. 2020-2.

SECTION I. If any part of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

SECTION II. Should any section, paragraph, sentence, or clause of this ordinance be declared unconstitutional or invalid for any reasons, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect and, to this end, the provisions of this ordinance are hereby declared severable.

SECTION III. This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law.

Introduced: April 24, 2023

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

ORDINANCE 2023-17

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Ordinances

AGENDA SECTION: Regular Agenda

SUBJECT: **Introduction:**
ORDINANCE 2023-17: AMENDING IN PART BOND ORDINANCE NO. 2020-18 ADOPTED ON DECEMBER 14, 2020, PROVIDING FOR VARIOUS ROADWAY IMPROVEMENTS FOR THE BOROUGH OF FLEMINGTON, IN ORDER TO INCREASE THE APPROPRIATION THEREFOR BY \$173,500 REPRESENTING A GRANT RECEIVED FROM THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR A TOTAL APPROPRIATION OF \$1,846,050 AND TO AMEND THE PURPOSES THEREOF, AUTHORIZED IN AND BY THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY

WHEREAS, the Borough of Flemington, in the County of Hunterdon, New Jersey (the "Borough") finally adopted Bond Ordinance No. 2020-18 on December 14, 2020 (the "Prior Ordinance") providing for various roadway improvements by and in the Borough; and

WHEREAS, the Borough has determined that the costs associated with said improvements are higher than anticipated and has determined to supplement the appropriation set forth in the Prior Ordinance and to amend the project description set forth in the Section 3 (a) of the Prior Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough and were previously authorized by the Borough by the Prior Ordinance. For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$1,846,050 of which

\$1,672,550 was appropriated by the Prior Ordinance, said sum being inclusive of all appropriations heretofore made therefor, including the sum of \$79,598 as the amount of down payment previously appropriated by the Prior Ordinance required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") and the sum of \$173,500 in grant funds received from the State of New Jersey Department of Transportation (NJDOT) which is appropriated hereby.

Section 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,846,050 appropriation not provided for by application hereunder of said down payment and grant funds from NJDOT, negotiable bonds of the Borough are authorized to be issued in the principal amount of \$1,591,952 pursuant to the Local Bond Law, In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in the principal amount not exceeding \$1,591,952 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3 (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are Various Roadway Improvements to Bloomfield Avenue, Shields Avenue, Pennsylvania Avenue, Corcoran Street, South Main Street and Dewey Avenue including, but not limited to, as applicable, excavation, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, and where necessary, the sealing of pavement cracks, storm drainage improvements, the repairing and/or installation of or improvements to curbs, sidewalks and driveway aprons, ADA access improvements, resetting utility castings, improvements to and/or construction of retaining walls, traffic signal improvements, traffic striping and pavement markings, and associated lawn restoration, landscaping and aesthetic improvements, and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,591,952.

(c) The estimated cost of the improvements or purposes is \$1,846,050, which is equal to the amount of the \$173,500 supplemental appropriation herein made therefor and the \$1,672,550 appropriation made by the Prior Ordinance.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the

description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) In accordance with the Prior Ordinance, the Supplemental Debt Statement required by the Local Bond Law had been duly prepared and filed in the office of the Borough Clerk, and a complete executed duplicate thereof had been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The authorization of the bonds and notes provided in this bond ordinance remains unchanged from the Prior Ordinance.

(d) An aggregate amount not exceeding \$334,310 authorized by the Prior Ordinance, for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Borough Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment

of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial holders of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The Borough covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

Section 11. All Ordinances or parts of ordinances in conflict or inconsistent with any of the terms of this ordinance are hereby repealed to the extent that they are in such conflict or are inconsistent. In the event that any section, part or provision of this ordinance shall be held to be unconstitutional or invalid by any court, such holding shall not affect the validity of this ordinance as a whole, or any part hereof other than the part so held unconstitutional or invalid.

Section 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction: May 22, 2023

Adopted:

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATE AS TO BOND ORDINANCE

I, MICHAEL HUMPHREY, Acting Borough Clerk of the Borough of Flemington, in the County of Hunterdon, New Jersey, HEREBY CERTIFY that annexed hereto is a true and complete copy of Bond Ordinance No. 2023-17 which was introduced at a duly convened meeting of the Borough Council on May 22, 2023, and finally adopted at a duly convened meeting of the Borough Council on _____, 2023.

IN WITNESS WHEREOF, I hereby set my hand and the seal of the Borough this _____ day of _____, 2023.

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

MICHAEL HUMPHREY, Acting Borough Clerk

(SEAL)

ATTACHMENTS:

ORDINANCE 2023-18

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Ordinances

AGENDA SECTION: Regular Agenda

SUBJECT: **Introduction:**
ORDINANCE 2023-18: REPEALING ONE-WAY LIMITS ON NORTH PLACE

WHEREAS, the Borough of Flemington Common Council adopted Ordinance 2022-25 “Implementing One-Way Limits on Corcoran Street and North Place” on November 14, 2022; and

WHEREAS, the residents of North Place have filed a petition to remove the one-way limitations of the street; and

WHEREAS, the Borough Engineer has determined that one-way limits are not necessary for North Place.

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

1. Section 7A-5, Schedule V of the Code of the Borough of Flemington entitled, “One-Way Streets,” is amended to repeal North Place Northbound from Corcoran Street to North Main Street.
2. The Borough Police Department is authorized to remove appropriate signage consistent with this ordinance.
3. All ordinances or parts thereof which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of their inconsistencies.
4. This Ordinance shall take effect immediately upon its final passage and publication as required by law.

Introduced: May 22, 2023

Adopted:

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

Item Cover Page

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Ordinances

AGENDA SECTION: Regular Agenda

SUBJECT: **Introduction:**
ORDINANCE 2023-19: AMENDING CHAPTER 9A-3
"CONSTRUCTION PERMIT FEES" TO ADD A NEW SECTION TO
BE ENTITLED "CONSTRUCTION RECORDS CLEARANCE (CRC)"

WHEREAS, the Borough of Flemington desires to amend Chapter 9A-3 to include a new section addressing Construction Records Clearance (CRC).

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

Section 1. Chapter 9A-3(b)(4) shall be added to the Borough Code as follows:

4. Construction Records Clearance (CRC)

(a) When required. A construction records clearance (CRC) shall be required prior to the sale or change of tenant of any residential or commercial structure. In that event, there shall be no change in occupancy of a building or structure, in whole or part, prior to the issuance of a CRC.

(b) Responsibility. No owner shall permit the sale of a residential or commercial premise covered under this section unless the requisite CRC has been issued. No purchaser or new tenant shall occupy any premises covered under this section until the requisite CRC has been issued. Owners and occupants shall be jointly and separately responsible for failure to obtain the requisite CRC required hereunder. The owner or his authorized agent shall submit a written application and payment of fees at least 2 months prior to the change of ownership and/or occupancy on the form provided by the Township.

(c) Preoccupancy records search. Prior to the issuance of any such certificate for any transaction, the enforcing agency shall conduct a records search to ensure that there are no open construction permits on subject premises. Should there be open permits on subject premises, all necessary inspections, payment of fees due, and prior approvals shall be obtained and appropriate Uniform

Construction Code certificates shall be issued prior to issuance of the CRC. The Construction Official may, at his discretion, exempt any active and ongoing permits or projects from the CRC.

(d) Fees. The applicant shall submit with the application the fee for the CRC to cover the administrative cost in accordance with the following schedule based on the number of days prior to closing or occupancy change:

- (1) One to five business days: \$150.
- (2) Six to 15 business days: \$80.
- (3) 16 to 40 business days: \$50.

These fees shall apply to each request, including those made pursuant to the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq.

(e) Validity. The CRC will only be valid for a period of 90 days and shall only apply to any permits issued prior to the CRC application and shall not apply to any permit applications submitted after the CRC application.

(f) Violations and penalties.

(1) Any person, firm or corporation violating any provisions of this section shall, upon conviction, be punishable by a fine not exceeding \$2,000, imprisonment for a period not exceeding 90 days and/or a period of community service not exceeding 90 days.

(2) The issuance of a CRC shall not preclude the imposition of penalties upon subsequent discovery of violations.

(3) Certificates are valid for all permits issued up to the date of the CRC certificate issuance and must be renewed for each sale or occupancy change.

Section 2. All sections of the Borough Code not amended hereunder shall remain in full force and effect.

Section 3. All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to this section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

Section 5. This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law.

Introduced: May 22, 2023

Adopted:

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

ORDINANCE 2023-20

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Ordinances

AGENDA SECTION: Regular Agenda

SUBJECT: **Introduction:**
ORDINANCE 2023-20: CREATING A NEW SUBSECTION 3 IN SECTION 7 (PROHIBITED CONDUCT) OF CHAPTER 3 (POLICE REGULATIONS) ENTITLED "GENERAL VIOLATIONS" TO REGULATE CERTAIN MINOR MUNICIPAL COURT VIOLATIONS

WHEREAS, the Borough Council wishes to create a new subsection in the municipal ordinances of the Borough of Flemington to regulate certain minor municipal court violations;

BE IT THEREFORE ORDAINED, by the Borough Council of the Borough of Flemington in the County of Hunterdon and State of New Jersey that that a new subsection is created and inserted into the Municipal Code thereof pursuant to the provisions hereof:

SECTION I.

A new subsection shall be inserted into the Municipal Code of the Borough of Flemington as Section 3-7.3, shall be entitled as "General Violations," and shall contain the following provisions:

Section 3-7.3(a) Definitions

- **Public Place:** Any place to which the public has access, including but not limited to any street, highway, road, alley or sidewalk. This definition shall also include the front or neighborhood of any store, shop, restaurant, tavern or other place of business, public grounds, public areas, parks, as well as parking lots or other vacant private property not owned by or under the control of the person charged with violating this chapter, or, in the case of a minor, not owned or under the control of the minor's parent or guardian.
- **Parent or Guardian:** Any adult person having care or custody of a minor, whether by reason of blood relationship, court order, or otherwise.

- **Disorderly Assemblage:** Any two or more persons gathered together and acting in a boisterous, noisy, riotous, offensive, disorderly or threatening manner toward each other or others or committing any acts which in any way breach or disturb the peace or tend to breach or disturb the peace.
- **Dangerous Goods:** Any item of movable property, material, matter, or substance that when possessed, consumed, transported, or otherwise handled is a risk to the health or safety of any person, public place, or the environment.

Section 3.7-3(b) Unlawful Acts

1. Prohibited Conduct. All acts constituting lewd, immoral, or indecent conduct, unlawful destruction of property, willful injuries to or unlawful interference with persons, hazards to the public health, and breaches or disturbances of the peace are severally prohibited.
2. Prohibited Possession, Distribution, or Consumption of Dangerous Goods. All acts which involve any person possessing, distributing, or consuming dangerous goods, as defined in § X.1.
3. Placing Obscene Words or Figures on Buildings. No person shall write or cause to be written any lewd, indecent, or obscene word or mark whatsoever or draw or cause to be drawn any lewd, indecent, or obscene figure upon any house, building, wall, fence or other place in the Borough. No person shall deface or damage any building or other structure owned by any person or public entity by placing thereon any graffiti, epigraph, or inscription without the consent of the owner of the building or structure.
4. Disturbing Lawful Assemblies. No person shall at any time or place willfully disquiet, interrupt, or disturb any assembly of people met for a lawful purpose, either by making a noise or by rude, disorderly or indecent behavior or profane language, either within the place of meeting or out of it, so near as to disturb the order and solemnity of the meeting.
6. Obstructing or Threatening Persons. No person shall willfully obstruct, molest, hinder, annoy, frighten, threaten, insult, or interfere with any other person lawfully upon any public thoroughfare, in any public place, or in any automobile, bus, or other public or private conveyance which is lawfully upon any public thoroughfare.
7. Interference with retail or wholesale practices. No person shall purposely interfere with, hinder, disturb, or obstruct any retail or wholesale business operation, function or activity, nor shall any person purposely interfere with, hinder, disturb or obstruct any retail or wholesale business owner, employee, agent or personnel acting in the furtherance of the interests of that business, with the intent to prevent, undermine or otherwise obstruct the lawful retail or wholesale practices of the business. This section does not apply to conduct considered lawful competitive economic practices.

Section 3-7.3(c) Violations and penalties; enforcement.

Any person violating any provision of this chapter shall be liable for a fine not exceeding \$2,000 and/or imprisonment of up to 90 days in county jail and/or up to 90 days of community service.

SECTION II. If any part of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

SECTION III. Should any section, paragraph, sentence, or clause of this ordinance be declared unconstitutional or invalid for any reasons, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect and, to this end, the provisions of this ordinance are hereby declared severable.

SECTION IV. This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law.

Introduced: May 22, 2023

Adopted:

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-121

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-121: AWARDING BID TO REIVAX CONTRACTING CORPORATION FOR THE BLOOMFIELD AVENUE IMPROVEMENT PROJECT

WHEREAS, on December 14, 2020, the Council of the Borough of Flemington adopted Ordinance 2020-18, "Providing for Various Roadway Improvements, by and in the Borough of Flemington, in the County of Hunterdon, State of New Jersey; Appropriating \$1,672,550 Therefor and Authorizing the Issuance of \$1,591,952 Bonds or Notes of the Borough to Finance Part of the Cost Therof"; and

WHEREAS, on March 8, 2021, the Council of adopted Ordinance 2021-4, Amending and Supplementing Bond Ordinance 2020-18 Finally Adopted by the Borough Council on December 14, 2020, to Increase the Appropriation Therein by \$83,578 and to Increase the Authorization of Bonds or Notes Therein by \$79,598 to Finance Part of the Additional Costs Thereof"; and

WHEREAS, the Borough of Flemington (the "Borough") accepted bids for the Bloomfield Avenue Improvement Project; and

WHEREAS, at the bid opening on April 28, 2023 the Borough received four (4) bids as outlined in the attached Memorandum from the Borough Engineer dated May 4, 2023; and

WHEREAS, the municipal attorney has reviewed the bid package for completeness and compliance; and

WHEREAS, the apparent low bid was submitted by Reivax Contracting Corporation in the amount of \$3,209,100.90; and

WHEREAS, the Borough of Flemington's Chief Financial Officer certifies that funds are available in account C-04-018-A11.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Flemington, County of Hunterdon, State of New Jersey does hereby award the bid for the Bloomfield Avenue

Improvement Project to Reivax Contracting Corporation for an amount not to exceed \$298,333.13.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-122

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-122: AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH CGP&H AS FLEMINGTON BOROUGH'S ADMINSTRATIVE AGENT FOR COAH-RELATED CLIENT SUPPORT SERVICES

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 Community Grants, Planning, and Housing LLC (CGP&H), 1249 South River Road, Suite 301, Cranbury, NJ 08512, will charge an hourly fee for administrative agent services of \$155 per hour, with fees for additional services listed in the attached agreement in the Adminstrative Agent General Services Fee Schedule section, for a total not to exceed \$8,500.00 without additional written authorization from the borough; and

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

WHEREAS CGP&H performed these services in 2022; 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, May 1, 2023 through April 21, 2024, 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: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

[CGPH Flemington Boro AA HR 23-24 Contract.pdf](#)

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, CGP&H submitted its proposal on the 12th day of May, 2023 and was awarded this contract based upon the recommendation of the RFP Review Committee; and

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 1st day of May, 2023 for a period of twelve (12) months terminating at the close of business on the 30th day of April, 2024 The term of this Agreement shall become effective as of the date this Agreement is executed by the Borough for a period of twelve (12) months. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall perform to the Borough’s satisfaction all services as required by the Borough during the term of this Agreement as authorized and specifically in accordance with the proposal submitted by CGP&H which is incorporated herein by reference and made a part hereof as though more fully set forth herein at length.
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 attached proposal, Schedule A, for the Borough of Flemington during the period set forth herein above.
6. The Contractor shall be compensated in accordance with the fee schedule included in its Professional Services Proposal for Affordable Housing Services submitted on the 12th day of May, 2023 to the Borough of Flemington, and attached here as Schedule A.
7. 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.
8. 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.
9. 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 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: _____

NAME: Randall Gottesman, PP

TITLE: _____

TITLE: President

DATE: _____

SCHEDULE A:

COMPENSATION PROPOSAL

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

SUMMARY OF ALL FEES	
ADMINISTRATIVE AGENT GENERAL SERVICES	\$8,500
HOUSING REHABILITATION PROGRAM SERVICES assuming no more than 0 cases are completed in the contract year. *CGP&H will not bill under this category without authorization of Housing Rehabilitation Program kickoff	\$9,500
TOTAL NOT-TO-EXCEED	\$18,000

The fee tables on the following pages delineate the fee structure for each fee category above. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality

1. Municipal Services	Not-to-exceed \$5,000 billed hourly at a rate of \$155 per hour for senior staff which include planners and department supervisors
2. Applicant Services	Monthly flat fee of \$100 per month for a total of \$1,200 per year.
3. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.</i>
4. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
TOTAL PAID BY MUNICIPALITY	Estimated Not-to-exceed \$8,500 if 1 unit(s) is/are listed for sale.

1. Municipal Services: This includes but is not limited to:

- Implementing Affirmative Marketing Plan postings and other compliance requirements
- Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required.
- Distressed Properties follow up activities
- Responding to initial private developer inquiries
- Advising Municipality on affordable housing requirements for new developments
- Foreclosure prevention activities
- CTM entry of trust fund or unit information
- Enforcing affordability controls, including annual mailings to homeowners
- Program setup for Accessory Apartment program
- Program setup for Affordability Assistance Programs
- Trust Fund Monitoring and Unit Monitoring
- Assist with Spending Plan revisions
- Extension of Controls
- Midpoint Review
- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:** This includes but is not limited to:
 - Affordable Housing Waitlist Management for existing Sales and Rental units
 - Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
 - Unit Administration
 - Management of general inquiries
 - Responding to existing homeowners' inquiries (intent to sell requests, etc.)
 - Processing requests for loan subordinations/approval of equity loans and refinancing
 - Affordability Assistance Questions answered
 - Lease renewals for Market to Affordable, Accessory Apartment, and other units
3. **Administrative Agent Resale Fee:** This includes but is not limited to:
 - Facilitation of the resale of any affordable sales unit that is put up for sale by current owner.
 - Certifying a buying household(s) as eligible
 - Sending potential purchasers to the unit
 - Facilitating an agreement between buyer and seller
 - Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Direct Costs:** this includes, but is not limited to:
 - Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

Housing Rehabilitation Program Administration Services

1. Initial Program Setup (initial contract year only)	Billed hourly at blended rate of \$132 per hour. Not to exceed \$2,500
2. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of \$132 per hour, not to exceed \$5,500.
3. Shared Services	\$1,200 per year billed monthly at \$100 per month.
4. Direct Costs	\$300 not to exceed per year.
Additional services as requested	Billed hourly at the blended rate of \$132 per hour. <i>Budget for these services will depend on scope of additional services requested by the municipality. CGP&H will not bill any time towards this line item without written authorization from the municipality.</i>

- 1. 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.
- 2. 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, doing minor updates to program manual and forms as needed and all other Housing Rehabilitation administrative tasks.
- 3. Shared Services:** this includes, but is not limited to, contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research.
- 4. 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, county filing/recording fees, etc.

Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,280 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 \$3,400 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 \$2,120 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$100 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- 5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.

Lead Risk Assessment and Testing Services if requested by municipality	
1. Lead Risk Assessment and Report	Flat fee of \$600 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$330 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of \$15 per dust wipe and soil sample

- 1. Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
- 2. Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
- 3. Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 12 samples per lead clearance. This price includes shipping from the lab.

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
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.	Hourly per case up to milestone cap.
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.	Hourly, up to 3 hours per case for compliance items*
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.	\$750 per re-verification of income*
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.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
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.	Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.
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	\$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents.

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 _____

RESOLUTION 2023-123

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE:	May 22, 2023
SUBMITTED BY:	Michael Humphrey, Clerk/Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	Regular Agenda
SUBJECT:	RESOLUTION 2023-123: AUTHORIZING ACCEPTANCE OF DCA LEAD PAINT INSPECTION GRANT IN THE AMOUNT OF \$8,000.

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, "An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;" and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards in certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, Pursuant to Section 9 of P.L. 2021, c. 182, the State of New Jersey has allocated the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16). Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in appropriations to effectuate the purpose of the Act; and

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development of the Lead Grant Assistance Program ("LGAP") for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.; and

WHEREAS, the Division of Local Government Services (DLGS), within DCA, administers the LGAP;

and

WHEREAS, the LGAP exists to provide funding to help off-set the costs to municipalities to provide the required inspections at stipulated times of certain single-family, two-family, and multiple rental dwelling units for lead-based paint hazards, pursuant to P.L. 2021, c. 182; and

WHEREAS, an authorized municipal officer must execute the attached grant agreement in order to receive LGAP funding.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of The Borough of Flemington does hereby authorize Mayor Marcia Karrow to sign the attached grant agreement, and thus bind Flemington Borough to the grant agreement's terms in order to receive the \$8,000.00 grant from the DLGS.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

CERTIFICATION

I, Michael Humphrey, Acting Clerk of the Borough of Flemington in the County of Hunterdon, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Flemington Council at its meeting of May 22, 2023.

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

[FY 2023 LGAP Guidelines FINAL.pdf](#)

[LGAP Agreement FINAL 2023.pdf](#)



Lead Grant Assistance Program (LGAP) Guidelines

Fiscal Year 2023

**State of New Jersey
Philip D. Murphy, Governor**

**Department of Community Affairs
Lt. Governor Sheila Y. Oliver, Commissioner**

**New Jersey Department of Community Affairs
101 S. Broad Street
Trenton, NJ 08625
P.O. Box 803
LGAP@DCA.NJ.GOV**

INTRODUCTION

In 2021, the Legislature enacted P.L. 2021, c. 182. This law, which became effective as of July 22, 2022, requires inspections at stipulated times of certain single-family, two-family, and multiple dwelling rental dwelling units for lead-based paint hazards. Municipalities that maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, must conduct the inspections. Municipalities that do not maintain such an office may hire a lead evaluation contractor certified by the Department of Community Affairs (DCA) directly or through the use of a shared services agreement as permitted by law.

The exact type of inspection (whether a visual inspection or a dust wipe sampling) depends on Department of Health data as to the elevated blood lead level in children, six years of age or younger, who are tested within the municipality. Where an inspection reveals the existence of a lead-based paint hazard, the building owner must perform appropriate remediation. More detailed information on this law may be found in the guidelines for Lead-Based Paint in Rental Dwellings, posted on the DCA website: (<https://www.nj.gov/dca/divisions/codes/resources/leadpaint.html>), and also in DCA's proposed regulations, published in the New Jersey Register at 54 N.J.R. 1355, July 18, 2022.

PROGRAM OVERVIEW

Pursuant to Section 9 of P.L. 2021, c. 182, “[t]here is appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” There has also been a re-appropriation of \$3,900,000 for FY 2023. DCA has determined to allocate \$7,000,000 of these funds to the newly created Lead Grant Assistance Program (“LGAP”) to assist New Jersey municipalities with costs associated with compliance under P.L. 2021, c. 182.

Beginning May 15, 2023, the Division of Local Government Services (DLGS), within the DCA, will begin administration of the LGAP. Under this program, DCA has pre-calculated award

amounts for each eligible municipality based on its relative number of renter-occupied one and two-family housing units constructed before 1980, as reported by property owners to the Census Bureau in the American Community Survey from 2017 to 2021. Please note that all awards are subject to the continuing availability of appropriated funds.

GRANT ALLOCATION METHODOLOGY

On October 6, 2022, DLGS as part of the DLGS Best Practices Inventory¹, requested each municipality to answer whether the municipality would be interested in receiving this funding. Municipalities responded with yes or no. Some did not respond at all. Based on this, DCA determined to provide funding only to municipalities that either responded affirmatively or failed to indicate whether they would be interested in receiving this funding and take the further steps required to receive the grant. Municipalities that indicated they would not be interested in this funding will not be eligible for funding for this current round of funding under the LGAP program.

Grant allocation estimates have been determined for each such eligible municipality based on the number of renter-occupied one and two-family housing units constructed before 1980, as reported by property owners to the Census Bureau in the American Community Survey from 2017 to 2021. These units closely align with the type of properties subject to inspection under P.L. 2021, c. 182.

To advertise the program, DLGS will send a notice to all eligible municipalities, publish on its website a standard grant agreement, sample resolution language to be used by a municipality's governing body to authorize the execution of the grant agreement, and a list of the pre-determined funding available to eligible municipalities to be inputted by the municipality into the grant agreement.

¹ See LFN [2022-17.pdf \(nj.gov\)](#) for further information.

PERMISSABLE USES OF GRANT FUNDS

Municipalities may utilize the funds for compliance with P.L. 2021, c. 182. Specifically, funds may be used for:

- Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to P.L. 2021, c. 182 (including Lead Inspector/Risk Assessor training costs as well as HUD dust-wipe training courses).
- If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
- Personnel costs attributable to lead-based paint hazard inspections by existing employees.
- Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
- Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

NON PERMISSABLE USES OF GRANT FUNDS INCLUDES BUT IS NOT LIMITED

TO:

- Human Resource services for the hiring of lead inspectors.
- Municipal building operating costs.
- Municipal finance department staff costs for required reporting activities.
- Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

APPLICANT ELIGIBILITY

Applicant eligibility and amounts are pre-determined based from municipality interest shown in the CY 2022 Best Practices Survey.

PROGRAM ELIGIBILITY CRITERIA

To qualify for Lead Grant Assistance Program funding, each eligible applicant must:

- Submit a governing body resolution (using DLGS’s sample language) acknowledging participation in the program and further authorizing the execution of a grant agreement and compliance to the terms and conditions of the agreement.
- Submit a Lead Grant Assistance Program grant agreement signed by an authorized official.

GRANT ELIGIBILITY PERIOD

Only expenditures incurred between January 1, 2023 through December 31, 2023 are eligible under the grant.

DISBURSMENT OF GRANT FUNDS

Grant funds will be disbursed upon receipt of the grantee’s governing body resolution and executed grant agreement.

GRANT FUNDING SUPPORTING DOCUMENTATION

Grantees are to provide supporting documentation of eligible expenses during the period of January 1, 2023 through December 31, 2023 no later than January 15, 2024. Supporting documentation includes but is not limited to:

- Employee Cumulative Payment Registers or Pay Stubs.
- Purchase Orders, Vendor Invoices, and cancelled checks (front and back).

GRANT CLOSEOUT PROCESS – PROGRESS REPORTING

At the conclusion of the approved grant period, municipalities that receive funding will also be required to submit one final progress report for the period of 1/1/2023 through 12/31/2023 by 1/15/2024 to the DLGS.

SUBMISSION DEADLINE

DLGS must be in receipt of one electronic copy of the completed resolution and executed grant agreement by 5:00 P.M. EST on 7/7/2023 for the grantee to be eligible for grant funding.

Incomplete submissions will not be considered for funding. Submissions received after 5:00 P.M. on 7/7/2023 will be rejected.

Municipalities will be notified of acceptance or denial on or about July 30, 2023.

ASSISTANCE

Questions regarding this program can be submitted via e-mail to: lgap@dca.nj.gov or may contact Tiziana Johnson (609) 913-4407.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

GRANT AGREEMENT

P.L. 2021, CHAPTER 182 LEAD GRANT ASSISTANCE PROGRAM

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

This grant agreement is entered into between the New Jersey Department of Community Affairs (hereafter referred to as "DCA") and Flemington Borough (hereafter referred to as "Grantee"). DCA and Flemington Borough may be referred to individually as "Party" and jointly as "Parties."

Grant Number _____

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing

- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, the inspection may consist of a visual inspection, or in the alternative through dust wipe sampling, depending upon the blood lead level of children six years of age or younger within the municipality; and

WHEREAS, the State of New Jersey, pursuant to Section 9 of P.L. 2021, c. 182, has, “appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in funding to effectuate the purpose of the Act; and

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development the Lead Grant Assistance Program (“LGAP”) for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, DCA has determined that Grantee is eligible to receive [\$] from the LGAP.

NOW, THEREFORE, pursuant to the terms of this grant agreement, DCA hereby grants [\$\$\$\$] to the Grantee to be used for the purposes described herein.

GENERAL

I. Grant Agreement Data

Grantee Information

1. Grantee’s Name:

Borough of Flemington

2. Grantee Address:

38 Park Avenue
Flemington, NJ 08822

3. Financial Officer’s Name and Title:

William J. Hance, CFO/QPA

Grant Agency Information

1. Granting Agency Name:

New Jersey Department of Community Affairs
Division of Local Government Services

2. Granting Agency Address

101 South Broad Street
Trenton NJ 08625 -803

3. Grant Officer Name, Email Address and Phone Number

Tiziana Johnson, tiziana.johnson@dca.nj.gov, (609) 913- 4407

Grant Amount

Total amount of grant: \$8,000.00

State Account Number: 23-100-022-8020-304

I. Compliance with Existing Laws

- A. The Grantee, in order to permit DCA to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
 - 1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 - 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - i. Circular Letter 15-18-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - ii. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - 3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
- C. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

II. Bonding and Insurance

The Grantee must maintain in force for the term of this grant agreement all levels of minimum liability coverage required by law. The Grantee must provide proof of such coverage to DCA upon request.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract the administration of this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant agreement or with the express written approval of DCA. This does not prohibit a Grantee from using grant funds to pay for a lead evaluation contractor or enter into a shared services agreement, if permitted to do so under P.L. 2021, c. 182.

V. Availability of Funds

The Grantee shall recognize and agree that the funding under this grant agreement is expressly dependent upon the availability to DCA of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of DCA to make any payment under this grant agreement or to observe and perform any condition on its part to be performed under this grant agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of this grant agreement by DCA or an event of default under this grant agreement and DCA shall not be held liable for any breach of this grant agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DCA beyond the duration of the award period set forth in this grant agreement and in no event shall the this grant agreement be construed as a commitment by DCA to expend funds beyond the termination date set in this grant agreement.

VI. Special Grant Conditions For "High Risk" Grantees

- A. If applicable, a Grantee may be considered "high risk" if DCA determines that a Grantee:
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in Section VIII.
 4. Has not conformed to terms and conditions of previous awards.

5. Is otherwise not responsible; and the DCA determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If DCA decides to impose such conditions, DCA will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by DCA and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, as required under N.J.A.C. 5:30, and will immediately notify DCA when the Grantee cannot comply with the requirements established in this Section of the grant agreement.
- B. If applicable, the Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:** Records that adequately identify the source and application of funds for DCA supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DCA.

5. **Allowable Cost:** Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:** Accounting records that are supported by source documentation.
 7. **Cash Management:** Procedures to minimize the time elapsing between the advance of funds from DCA and the disbursement by the Grantee, whenever funds are advanced by the DCA.
- C. DCA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If DCA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DCA upon written notice to the Grantee, until such time as the system meets with DCA approval.

VIII. Method of Payment

A one-time payment of \$ 8,000.00, will be made to the Grantee upon execution of this grant agreement.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for the implementation of P.L. 2021, c. 182. **Such costs may include the following:**

1. Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to Chapter 182 (including Lead Inspector/Risk Assessor training costs).
 - a. If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
2. Personnel costs attributable to lead-based paint hazard inspections by existing employees.
3. Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
4. Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

Non-permissible uses of the funding include but are not limited to:

1. Human Resource services for the hiring of lead inspectors.
2. Municipal building operating costs.
3. Municipal finance department staff costs for required reporting activities.
4. Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

B. Applicable Cost Principles

If applicable, for each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

X. Period of Availability of Funds

The grantee must expend the funds and provide reporting pursuant to Section XVIII of this grant agreement no later than January 15, 2024.

XI. Matching and Cost Sharing

If applicable, the Grantee shall be required to account to the satisfaction of the DCA for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XII. Program

A. If applicable, program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

1. All program income earned during grant period shall be retained by the Grantee.

XIII. Audit Requirements

This grant, if it meets or exceeds the threshold of \$750,000.00 in Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Revision and Modification

A. Deviations from the allowable costs provided in Section IX shall not be permitted at anytime, nor shall this grant agreement be modified or amended without the express authorization of DCA.

XV. Property Management Standards

Property acquired in whole or in part with Federal or DCA funds or whose cost was charged to a project supported by Federal or DCA funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to DCA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. If applicable, the Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform DCA of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCA assistance required to resolve the situation.
- C. DCA may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVIII. Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- D. Extensions to reporting due dates may be granted upon written request to the Department of Community Affairs (DCA), Division of Local Government Services (DLGS).

- E. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to DCA pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of DCA's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. DCA reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for DCA access to such records in any grant with the Subgrantee.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless directed to extend the retention by DCA.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by DCA.
 - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by DCA.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of DCA.
- C. DCA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make

arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

A. Remedies for Noncompliance

If the Grantee materially fails to comply with the terms of this grant agreement, , DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
3. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action against the Grantee, DCA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination: The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. Suspension: The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs: Disallowed costs are those charges to the grant which DCA or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. DCA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of this grant agreement. DCA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by DCA under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

C. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout: The closeout of a grant is the process by which the DCA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion: The date when all grant funding has been expended, and the Grantee has provided the required reporting pursuant to Section XVIII of this grant agreement, to the satisfaction and approval of DCA.
- B. The Grantee shall submit reports as prescribed by the timeframes set forth in Sections X and XVIII of this grant agreement upon completion of the grant period or termination of the grant.
 - C. The Grantee will, together with the submission of the report, refund to DCA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by DCA to be retained.
 - D. If applicable, in the event a final audit has not been performed prior to the closeout of the grant, DCA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By: _____ (signature) (authorized delegate)

Marcia Karrow (print name)

Mayor (print title)

Date: _____

For DCA:

By: _____ (signature)

(Commissioner or authorized delegate)

Jacquelyn A. Suárez (print name)

Director (print title)

Date: _____

RESOLUTION 2023-124

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-124: APPOINTING REBECCA NEWMAN AS CHIEF ADMINISTRATIVE OFFICER FOR BOROUGH OF FLEMINGTON FOR THE JUNE 6, 2023 PRIMARY ELECTION

WHEREAS, in accordance with the Statutory Duties of the Municipal Clerk of the State of New Jersey as described in N.J.S.A. 40A:9-133 et seq. the New Jersey Municipal Clerk is the Chief Administrative Officer (CAO) in all elections held in the municipality; and

WHEREAS, the primary election will be held on Tuesday, June 6, 2023; and

WHEREAS, the position of the Borough of Flemington Clerk will be vacant between June 5 and June 12; and

WHEREAS, Rebecca Newman is a certified Registered Municipal Clerk since 2011; and

WHEREAS, the duties of CAO of Elections include overseeing all required activities the day of an election from 5:00 am to 9:00 pm on election day; and

WHEREAS Ms. Newman has agreed to act as the CAO of Elections the Borough of Flemington for the June 6, 2023, with compensation in the amount of \$300.00.

THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, New Jersey, appoint Rebecca Newman, RMC, as the Chief Administrative Office of Elections for June 6, 2023, for an amount of \$300.00.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-125

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-125: APPROVING THE SCHEDULE OF PAYMENTS FOR THE FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT FOR THE 2023-2024 SCHOOL YEAR

WHEREAS, the total levy for the 2023-2024 school year for the Flemington-Raritan Regional School District has been certified at \$5,781,199.00;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Flemington that the 2023-2024 school tax be paid as follows:

- | | |
|------------------------|--------------|
| 1. July 15, 2023: | \$963,533.00 |
| 2. September 15, 2023: | \$963,533.00 |
| 3. November 17, 2023: | \$963,533.00 |
| 4. January 15, 2024: | \$963,533.00 |
| 5. March 15, 2024: | \$963,533.00 |
| 6. May 15, 2024: | \$963,534.00 |

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-126

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-126: APPROVING THE SCHEDULE OF PAYMENTS FOR HUNTERDON CENTRAL REGIONAL HIGH SCHOOL FOR THE 2023-2024 SCHOOL YEAR

WHEREAS, the total levy for the 2023-2024 school year for the Hunterdon Central Regional High School has been certified at \$2,365,581.00;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Flemington that the 2023-2024 school tax be paid as follows:

- | | |
|------------------------|--------------|
| 1. July 10, 2023: | \$394,263.67 |
| 2. September 10, 2023: | \$394,263.67 |
| 3. November 10, 2023: | \$394,263.67 |
| 4. January 10, 2024: | \$394,263.33 |
| 5. March 10, 2024: | \$394,263.33 |
| 6. May 10, 2024: | \$394,263.33 |

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS:

RESOLUTION 2023-127

MAYOR AND COMMON COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2023

SUBMITTED BY: Michael Humphrey, Clerk/Administration

ITEM TYPE: Resolutions

AGENDA SECTION: Regular Agenda

SUBJECT: RESOLUTION 2023-127: AUTHORIZING THE AWARD OF CONTRACT FOR ENGINEERING SERVICES – SPECIAL PROJECTS ENGINEER TO MARTUCCI ENGINEERING, LLC OF FLEMINGTON, NJ

WHEREAS, the Borough of Flemington, has a need to acquire the goods or services to be provided hereunder as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5, as applicable; and,

WHEREAS, the specific services to be rendered are engineering services concerning the following projects:

1. Shields Avenue/Pennsylvania Avenue Water Main Project
2. Shields Avenue Water Tower Project
3. Courthouse Square Utility Project

WHEREAS, it has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year ; and

WHEREAS, Martucci Engineering LLC has submitted a proposal indicating they will provide the services of Special Projects Engineer for the aforementioned projects; and

WHEREAS, Martucci Engineering LLC has completed and submitted a Business Entity Disclosure Certification which certifies that they or any of their employees have not made any reportable contributions to a political or candidate committee in the Borough of Alpha in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, this Contract may be and shall be awarded without competitive bidding as a

“Professional Service” in accordance with N.J.S.A. 40A: 11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection; and

WHEREAS, it shall be agreed and understood between the Borough of Flemington and Martucci Engineering LLC that the services rendered hereunder shall be provided at a cost of \$1 in nominal consideration to the Borough; and

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Flemington that the Mayor is hereby authorized to enter into a contract with Martucci Engineering LLC, as described herein.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that the Borough Clerk shall publish such notice as required under the law.

Adopted: May 22, 2023

Attest:

Marcia A. Karrow, Mayor

Michael Humphrey, Acting Borough Clerk

ATTACHMENTS: