



Mayor and Common Council Borough of Flemington

August 8, 2022

Council Meeting Room and Online

I. Call to Order

1. Statement regarding OPMA

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of August 8, 2022 was included in a list-of-meetings notice sent to the Hunterdon County Democrat and Courier-News on Jan. 5, 2022, posted on the bulletin board at Borough Hall on that date, and has remained continuously posted as required. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Borough Clerk.

II. Work Session (7:00 PM)

III. Regular Meeting (7:30 PM)

Flag Salute

Attendee Name	Title	Status	Arrived
Jessica Hand	Council Vice President	Excused	
Malik Johnston	Council Member	Present	8:10 PM
Jeremy Long	Council President	Present	
Tony Parker	Council Member	Present	
Elizabeth Rosetti	Council Member	Present	
Kimberly Tilly	Council Member	Present	
Betsy Driver	Mayor	Present	

1. Mayor's Report

Mayor discussed the challenging issues faced with the Dewey Avenue Road Project. Municipalities and the county are experiencing supply issues for the concrete. Sidewalks, curbing and driveway aprons need to be done before they can finish the blacktop for the road. By working with the governor's office, the DOT and IBank, we came to a set of solutions. One of which is a waiver with conditions. Another is the use of a vendor who is further away and waiving the time limit they have to deliver. We should have delivery by no later than August 22.

Scheduled for the next Council Meeting we are expecting representatives from Cardinal Capital Management, doing a presentation on a mixed use development. They are seeking re-designation as a redeveloper.

Habitat for Humanity has received some grant money to help low income homeowners fix up their property and all the details are on the Borough website, and you can contact Habitat for Humanity for more details.

Attorney's Report

Borough Attorney Tara St. Angelo discussed her finding following the public comments regarding the Mayor's campaign Facebook page. She examined Federal and State case law and determined that the page is a private campaign page protected under 1st Amendment Rights and is not subject to NJ OPRA laws. With several new Council Members, and recent updates to the laws, she suggested holding another Council workshop in the early Fall.

3. Council Members' Reports

Council Member Rosetti

Council Women Rosetti thanked Attorney St. Angelo, appreciating all of the research and background information Tara. I really appreciate all that research and background regarding the use of social media.

Council Member Parker

Council member Parker took a tour of the Borough, led by Public Works Director Mike Campion. He encourages every borough resident to do that tour. It was both eye-opening and disturbing in some cases. He learned about the entire water system, from the tanks to the wells. He shared that the current police station is the most horrendous thing he has seen in his life. He discussed the potential in this Borough and getting residents involved

Council President Long

Council President Long shared that the Flemington Police Department Citizens Academy has been completed and it went extremely well. Something that the police department would definitely like to do again. The feedback from those who attended was overly positive.

The Flemington PD will be helping the police explorers with their September 11th fundraiser at the Eight Annual Kickball Game. This will pit the Police officers versus police explorers and starts at 2:00 pm. It's \$10 for a mission, and that fee is going to go to help fund the Explorer program.

On July 31, juveniles entered an empty store in Liberty Village causing property damage, running off after seeing Liberty village employees on the scene. Also, on the 31st, three juveniles were detained for riding in a motor vehicle, shooting people with a look-alike gun, which turned out to be a high-powered water

airsoft gun. Charges are pending review of the County prosecutor's office charges are as follows unlawful possession of a weapon, unlawful possession of a handgun, or BB springy or elastic weapon and also assault. As reported on August 2, a resident mailed a check for \$4,100 to the US Post Office in July, but was taken while transit and cashed. The FPD along with the United States Postal Inspection Service are investigating and an arrest is pending. On August 4th a shoplifting was reported at the Ralph Lauren Polo outlet, with video footage of a female running out of the store with \$411 worth of apparel. On August 6th, a female suffered a heroin overdose, was given two doses of Narcan and transported to the Medical Center. On August 7th, a 55-year-old man was arrested for harassment and disorderly conduct after yelling profanities at several customers at Wawa and trying to fight them. If anyone knows anything regarding any of the open cases, please call the police station at 928-782-3434.

We got a big event this Saturday with the Corn, Tomato and Beer Festival. There will be hundreds of amazing vendors, ten craft breweries, all your frozen cocktails, many corn roasters and every farm-to-festival food activity under the sun. Come check out Stangl road.

The plans for the community involvement event, Engaging Flemington, are in the works. Council Member Parker and I are looking at September 11, which will include a September 11th commemoration.

Council Member Tilly

Council Member Tilly announced the DPW bulk trash is Friday, August 12th. Don't forget to purchase stickers at Borough Hall.

The Flemington Fire Department officers meeting tomorrow night, August 9th.

As Council President long mentioned, the Corn, Tomato and Beer Fest is Saturday on Stangl Road from noon to 8:00 pm. This is one of the largest fundraisers for the fire department so please come out support this event. It's free to park and free to attend.

Tuesday, July 26th was the last night of the Citizens Police Academy. We learned about police equipment, motor vehicle stops, use of force arrest, search and seizure, active shooters, canines, DUI investigation, domestic violence, crime scene investigations, narcotics overview, and so much more. She had no clue of

all the hats that all of our officers wear. She shared a special thank you to Corporal Lewis.

Volunteers are needed for the fire department, the CERT team, and for HPC.

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

Marcia Karrow 61 Elwood Avenue, commented to Attorney St. Angelo about her concerns with the Borough Attorney discussing campaign social media issues to Council Members.

Lois Stewart, Flemington, suggested printing the agenda double-sided to save paper. She expressed concern about the lack of Council discussion at the July 25th meeting on the vote to purchase 200 Main Street. She asked that Council Members publicly share their points of view on important votes.

FPD Officer Brian McNally discussed the Citizen Police Academy, a robust six week training program for community members that want to get a deeper understanding of what the police department does on a regular basis. The programs were first incorporated by the NYPD in 2012. Hunterdon County has started pushing out these programs. This was our first one we've ever done. The Police Explorer program which is for our youth, has been a great success, but we found that the adult community also has a need.

5. Approval of Minutes

Motion To: **Approve Minutes: July 25, 2022 Regular Council Meeting**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jeremy Long, Council President
AYES:	Jeremy Long, Tony Parker, Elizabeth Rosetti, Kimberly Tilly
ABSENT:	Malik Johnston
EXCUSED:	Jessica Hand

6. Consent Agenda

1. RESOLUTION 2022-173: PARTIAL CLOSURE OF STANGL FOR CENTRAL JERSEY JAZZ FEST SEPT. 09, 2022
2. RESOLUTION 2022-174: ESTABLISHING AND ADOPTING A COMPLETE STREETS POLICY
3. RESOLUTION 2022-180: AUTHORIZING CLOSURE OF A PORTION OF ELWOOD AVENUE FOR A NEIGHBORHOOD PARTY SEPTEMBER 3, 2022

Regular Agenda (Start)

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

1. RESOLUTION 2022-175: REVISING TEMPORARY FOOD CONCESSION PERMIT APPLICATION

Due to an issue with the application copy, Attorney St. Angelo clarified that the change would add "unless authorized by a Cottage Food Operator Permit issued by the State of New Jersey to Question #1; Add Question #2A "If applicable, Cottage Food Operator Permit #_____"; and "if applicable" to the "Inspected By" section of Question #2.

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

2. ORDINANCE 2022-12: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF, AND PAYMENT OF THE PURCHASE PRICE FOR, CERTAIN REAL PROPERTY COMMONLY KNOWN AS 200 MAIN STREET, BY AND IN THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY; APPROPRIATING \$1,550,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,476,190 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

Motion to open the public hearing: Council Member Tilly, seconded by Council President Long. All voted yes to open. Hearing opened at 8:10 pm.

Lois Stewart, Flemington, asked questions regarding the source of funds to repay the bond, which were answered by Mr. Hance and Mayor Driver.

Motion to close the public hearing: Council Member Tilly, seconded by Council President Long

Council Member Parker discussed the bad condition of the current Borough Police Department location and the need to fix this problem right now.

Council President Long discussed fixing a long history of wrongs for the police department location.

Council Member Tilly commented on the \$2M price quote of the property several years ago regarding the water well.

Council Member Johnston commented on the need to safeguard the long-term health of our officers.

Council Member Rosetti commented on how this is a multi-use property with multiple benefits.

Mayor Driver discussed how this property would sit dormant if we did not strike this purchase agreement, due to the Federal Criminal Proceedings of its owner and how the well will help solve many of our future water issues.

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

3. RESOLUTION 2022-176: AUTHORIZING THE INSTALLATION OF STREET LIGHT ON WILLIAMS STREET

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

4. RESOLUTION 2022-177: AUTHORIZING AN INTERLOCAL AGREEMENT WITH FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT FOR SPECIAL CLASS III LAW ENFORCEMENT OFFICERS

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

5. RESOLUTION 2022-178: AUTHORIZING AN ON-PREMISES 50-50 DRAW RAFFLE LICENSE FOR ST. MAGDALEN CHURCH

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

6. RESOLUTION 2022-179: APPROVING PARTIAL REFUND FOR CONSTRUCTION PERMIT 22/208

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

7. RESOLUTION 2022-181: AUTHORIZING APPLICATION FOR THE AMERICAN RESCUE PLAN FIREFIGHTER 2022 GRANT

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

8. Public Comments - Session II (up to 3 minutes each, for a maximum of 30 minutes)
no public comments

9. Payment of the Bills

Motion To: **Pay the Bills in the Amount of \$601,261.12**

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

1. BILL LIST 8/5/2022

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

No executive session was held.

Adjournment

Motion To: **Adjourn**

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

NAME OF EVENT: _____ DATE OF EVENT: _____

PLACE OF EVENT: _____ TIME OF EVENT: _____

NAME OF EVENT COORDINATOR: _____ PHONE # DAY OF EVENT: _____

(The person listed above must be the designated person available on the day of event to answer any questions.)

NAME OF FOOD BOOTH: _____

TIME BOOTH(S) WILL BE READY FOR INSPECTION: _____ NUMBER OF FOOD BOOTHS: _____

NAME OF FOOD BOOTH OWNER: _____ PHONE NUMBER: _____

ADDRESS OF OWNER: _____

1. WHERE WILL FOOD BE STORED AND/OR PREPARED PRIOR TO THE EVENT? (STORAGE FACILITY MUST BE A LICENSED FACILITY – ITEMS MAY NOT BE STORED IN A PRIVATE HOME, NO FOODS MAY BE PREPARED IN A PRIVATE HOME.) UNLESS AUTHORIZED BY A COTTAGE FOOD OPERATOR PERMIT ISSUED BY THE STATE OF NEW JERSEY.

2. NAME OF ESTABLISHMENT: _____ INSPECTED BY: _____

(IF APPLICABLE)

ADDRESS: _____

3. HOW WILL YOU KEEP FOOD COLD? (41 DEGREES F.) ON SITE (at sales booth?)
(Examples: food requiring refrigeration includes raw and previously cooked meats, poultry, fish, vegetables, salads, eggs and dairy products) _____
4. HOW WILL YOU KEEP HOT FOOD HOT? (135 DEGREES F.) ON SITE (at sales booth?)
(Examples: cooked, ready-to-serve meats, poultry, seafood, tofu, cooked onions and peppers, potatoes, beans, falafel, chili, barbecue, veggie burgers, etc.) _____

5. HOW WILL YOU PREVENT BARE HAND CONTACT WITH READY-TO-EAT FOODS? _____

6. DESCRIBE HANDWASHING FACILITIES AT YOUR BOOTH: _____

7. DESCRIBE THE WAREWASHING FACILITIES IN YOUR BOOTH: _____

8. LIST ALL FOOD AND BEVERAGE ITEMS THAT WILL BE SERVED: _____

9. I agree to abide by the regulations as per N.J.A.C.8:24 et Seq.

APPLICANT'S SIGNATURE _____

DATE _____

FEES: \$100.00-3 DAYS OR LESS/\$135.00-4 DAYS OR MORE. PAYMENT MUST ACCOMPANY THIS APPLICATION. PLEASE MAKE CHECKS PAYABLE TO "FLEMINGTON BOROUGH" (38 PARK AVENUE, FLEMINGTON, NJ 08822 – 908-782-8840)

ALL APPLICATIONS MUST BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR TO THE EVENT

FOR OFFICE USE ONLY:

APPROVED: YES ___ NO ___ PAYMENT RECEIVED _____ TEMPORARY FOOD LICENSE # _____

2(A). IF APPLICABLE, COTTAGE FOOD OPERATOR PERMIT # _____ (PLEASE ATTACHED A COPY OF THE PERMIT)

INTERLOCAL AGREEMENT FOR SCHOOL CLASS III LAW ENFORCEMENT OFFICER

THIS AGREEMENT (“Agreement”) is made by and between the FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT (“School District”), with an address at 50 Court Street, Flemington, New Jersey 08822, and the BOROUGH OF FLEMINGTON (“Municipality”), with an address at 38 Park Avenue, Flemington, New Jersey 08822 (collectively, the “Parties”).

WHEREAS, the School District and Municipality desire to provide the services of Class III Special Law Enforcement Officers (“Class III SLEOs”) assigned to the School District; and

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1, et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Municipality and to the students and staff of the School District;

WHEREAS the Municipality has, by ordinance, created the position of Class III SLEO; and

WHEREAS, it is in the best interests of the School District and the Municipality to establish this program,

IT IS, THEREFORE, AGREED that the Municipality shall employ and assign to the School District one (1) Class III SLEOs to perform law enforcement duties at certain Flemington-Raritan Regional School District schools, specifically Reading-Fleming Intermediate School, set forth below, upon the following terms and conditions:

1. Assignment of Class III SLEOs

The Municipality agrees to assign one (1) Class III SLEO to a combination of certain schools in the Flemington-Raritan Regional School District on days when school is in regular session and during hours requested by the School District when the school is occupied by students. The Class III SLEO shall provide services only during the regular school year, with the final schedule to be determined by the Superintendent of Schools in consultation with the Chief of Police. At the start of each semester, the School District will provide the Municipality with the school calendar for when Class III SLEOs are to be assigned, and it will provide at least 72 hours advance notice of changes to the school schedule for which the Class III SLEOs will be assigned, except in the event of inclement weather and/or other unforeseen circumstances. In the event of the absence or leave of either such assigned Class III SLEO, or if circumstances arise that require a change, the Municipality will make its best effort to assign at least one

Class III SLEO to the combination of the following Flemington-Raritan Regional School District schools: Reading-Fleming Intermediate School (hereafter referred to as “Applicable School”). The assignment of Class III SLEO’s will commence for the 202~~20~~-202~~31~~ school year subject to the availability of suitable candidates as defined in section 2.

2. Selection of Class III SLEOs

Each Class III SLEO shall be appointed by the Flemington Borough Township Committee pursuant to State statute and local ordinance based on the selection by the Chief of Police in consultation with the School District, and shall be appointed for a one-year term as an at will employee of the Township. The Chief of Police and Superintendent of Schools or the Superintendent’s designees shall meet prior to the hiring process and work to mutually identify the necessary and desirable traits for a Class III SLEO. The Superintendent of Schools or the Superintendents designee may meet with a selected candidate for Class III SLEO in advance of appointment and shall have the right, at the Superintendent’s discretion, to reject the selection of the Class III SLEO to be assigned to the School District. If the Superintendent of Schools or his designee rejects the Chief of Police’s proposed candidate for Class III SLEO, the Chief of Police shall make every reasonable effort to find a suitable alternative candidate. It is understood that a suitable candidate may not be available and the parties agree to make all good faith and best efforts to identify a candidate prior to invoking termination. Each one-year appointment shall be renewable upon agreement by the School District, the Municipality, and the Class III SLEO.

3. Class III SLEOs as Employees of the Municipality

Although assigned to Applicable Schools, any Class III SLEO so assigned shall be and remain an employee of the Municipality. The Class III SLEO shall be compensated by the Municipality (at a rate to be set by the Municipality) and shall be and remain subject to all rules and regulations of the Police Department and shall not be considered employees of the School District. The Municipality shall be responsible for payment of Class III SLEO salaries, for all applicable employer contributions, and for payment of any and all costs relating to the Class III SLEO training, psychological testing, and background checks. The Municipality has sole discretion, with input from the Chief of Police and Superintendent of Schools or their designee, and shall have the power and authority to hire, discharge and discipline the Class III SLEO. The School District reserves the right to request an alternate Class III SLEO from the Police Department should any officer’s job performance be contrary to Police Department and/or Township policies, the Code of Conduct applicable to police employees and School District standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police in collaboration with the Superintendent of Schools.

4. Duties of Assigned Class III SLEO

While in the performance of their official duties as Class III Special Law Enforcement Officers, the Class III SLEO shall perform all law enforcement and caretaking duties required and permitted by statutory law, case law, attorney general's guidelines, and Municipal departmental rules and regulations, and any other applicable written directives. The Municipality hereby expressly acknowledges that the primary function of the Class III SLEOs is to provide for the safety and security of all persons (students, teachers, staff, parents, contractors, etc.) on the property of Applicable Schools immediately before regular school hours, during regular school hours, and immediately after regular school hours.

All specific duties to be performed by Class III SLEOs at Applicable Schools shall be assigned through the Police Department's chain of command in cooperation with the Superintendent of Schools and/or the Superintendent's designee. Class III SLEOs shall comply with all School District policies to the maximum extent possible, except where such policies conflict with law enforcement related rules and regulations.

5. Coverage

(a) Coverage shall be provided on days when the Applicable Schools are in session during the school year (180 days per school year) through shifts assigned by the Chief of Police, at his discretion and in consultation with the Superintendent of Schools. It is the intention of both parties that the Class III SLEOs will work the same shift, subject to minor deviations in accordance with the start and end times of the school days at each Applicable School. Class III SLEO will be expected to be in uniform at the beginning of the assigned shift. In any case, shifts may be shortened on any days on which there is a scheduled delayed opening, and/or early dismissal. Class III SLEO schedules will be set at least a month in advance except in extenuating circumstances, including, but not limited to, "make up" days or co-curricular schedules. The Chief of Police will receive at least 72 hours' notice of any change in hours to be assigned, except in the event of inclement weather and/or other unforeseen circumstances.

(b) Each Class III SLEO will be paid for a full scheduled shift through an hourly wage, on any day they work in which school is in session. Class III SLEOs will not receive any pay for days on which school is cancelled. Class III SLEOs cumulative yearly hours will not exceed 1,500 hours per academic school year.

(c) The Municipality will make its best effort to provide one (1) police vehicle, which may be marked or unmarked based on availability of vehicles currently owned by the Township and at the sole discretion of the Chief of Police, for use during school days by the Class III SLEO for transportation from

Police Headquarters to and from and between Applicable Schools, as needed. Police vehicles used by the Class III SLEOs shall be at no cost to the School District.

(d) Class III SLEO will be entitled to take breaks and meals each day as circumstances allow, per the Municipality's regular procedures for police officers. Class III SLEO shall remain on campus during breaks and meals, and shall not leave campus except to go to another post.

(e) During school hours, if specifically requested by the School District, the Municipality will make its best effort to replace an absent or unavailable Class III SLEO. The School District shall reimburse the Municipality for replacement coverage at the hourly rate of the absent Class III SLEO or regular officer if a Class III SLEO is not available.

(f) If the Class III SLEO becomes incapacitated or is otherwise absent from his/her duties for a period exceeding fourteen (14) school days, the School District may ask the Municipality to replace the Class III SLEO, if necessary by hiring a new or substitute Class III SLEO to fill in during the absence of the regular Class III SLEO.

6. Uniform

Unless engaged in activities for which a uniform would be inappropriate, each Class III SLEO shall wear a uniform in order to maintain a visible presence in the school and deter trespassers from entering the school. Uniforms shall be provided by the Municipality subject to the reimbursement agreed in Section 12(d). The definition of 'uniform' is to be determined, in conjunction, between the Chief of Police and the Superintendent of Schools and may or may not include full traditional police uniform but may include a uniform to consist of less formal attire, yet still include firearm and bullet proof vest. Class III SLEOs will be provided with a dedicated office space for working and storage of personal/civilian items (not including firearms).

7. Weapons and Other Equipment

(a) Each Class III SLEO shall be authorized to carry a firearm by the Chief of Police and shall carry a firearm while engaged in the actual performance of the Class III SLEO's duties. All Class III SLEOs will be required to satisfactorily complete the basic firearms course required for regular police officers and annual requalification examinations as required for permanent, regularly appointed full-time officers.

(b) Weapons shall be carried either openly, in those circumstances where an armed presence may provide a useful deterrent, or concealed, in circumstances where the Class III SLEO may wish to interact informally with students, parents or faculty.

(c) Weapons and all other equipment used by Class III SLEOs for law enforcement purposes shall be obtained by the Municipality subject to the reimbursement in Section 12(d) and shall be and remain property of the Municipality.

(d) Class III SLEOs shall be responsible for maintaining and securing all such weapons and other equipment. A secure storage facility for each Class III SLEO will be provided at Police Headquarters for storage of personal or issued firearms when off duty.

8. Searches

A Class III SLEO may conduct a search under circumstances where a search by a law enforcement officer is permitted by law. This Contract shall not be construed to broaden the authority of law enforcement.

9. School Discipline

Class III SLEOs shall not act as school disciplinarians. Disciplining students is a school responsibility. However, if the principal believes an incident may be a violation of the law, the principal may contact a Class III SLEO, who shall then determine whether law enforcement action is necessary. It is agreed that a Class III SLEO shall not transport students except in the event of an emergency at the direction of the Chief of Police. Any transport provided by a Class III SLEO shall comply with Section 6 of the Uniform State Memorandum of Agreement between Education and Law Enforcement Officials.

10. Communication

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the effectiveness of the Class III SLEOs' assignment and performance of duties. Each of the Applicable Schools shall also designate an administrator to act as a liaison with Class III SLEOs assigned to the schools and as a contact person for the Chief of Police.

11. Training

All Class III SLEOs will successfully complete training required for special law enforcement officers pursuant to N.J.S.A. 40A:14-146.10 and the training required for safe schools' resource officers pursuant to N.J.S.A. 52:17B-71.8 and N.J.S.A. 18A:17-43.1. Any additional training, beyond that required by this paragraph, will be provided as scheduled by the Chief of Police.

12. Payment for Class III SLEOs' Services

In exchange for the Class III SLEOs' services, the School District agrees to pay the Municipality the following amounts:

(a) Reimbursement for actual hours worked by each Class III SLEO during the 180-day school year in an amount not to exceed fifty-~~six~~five thousand one hundred dollars (\$5~~65~~55,000) for each Class III SLEO. The hourly reimbursement will include the wages to the Class III SLEO, plus all applicable employer taxes and required contributions. In addition, the School District shall reimburse the municipality for and the cost of workers compensation insurance and general liability insurance coverage for each Class III SLEO, as well as the items listed in Section 12(b), (c) and (d) herein. Commencing for the 20~~22~~19-202~~30~~30 school year, for any full year of implementation, payment of this amount shall be made quarterly for services provided in the prior three-month period, as follows, upon delivery of satisfactory invoices to the School District on or after the following dates: September 30, December 31, March 31, and June 30. Invoices shall provide a detailed cost breakdown of hour worked, and other costs.

(b) Reimbursement of any and all amounts paid by the Municipality for training actually completed as required for special law enforcement officers and safe schools resource officers and as may be required in the judgment of the Chief of Police. Non-mandatory trainings shall be discussed between the Chief of Police and the Superintendent of Schools to identify the type of training best suited to achieve the goals of this Agreement.

(c) Reimbursement of any and all amounts paid by the Municipality for criminal background checks, drug screenings, medical examinations and other examinations, if any, required of Class III SLEOs in accordance with N.J.S.A. 18A:6-7.1.

(d) Reimbursement of any and all amounts paid by the Municipality for Class III SLEOs' uniforms (two per Class III SLEO), bullet-proof vests (one per Class III SLEO), communications equipment, firearms and other equipment actually purchased by the Municipality and required in the judgment of the Chief of Police by Class III SLEOs in the performance of their duties.

(e) The Parties agree that the maximum amount for which the School District shall reimburse the municipality is fifty-~~six~~five thousand one hundred dollars (\$5~~55~~55,000) for each Class III SLEO, and that any amounts paid toward substitute coverage, and/or any of the items set forth in this Section shall be counted toward the School District's maximum reimbursement.

Payment of all amounts set forth in this paragraph shall be due within 30 days of the School District's receipt of satisfactory invoices submitted by the Municipality.

13. Indemnification

The Municipality agrees to indemnify the School District, including its Board of Education, its individual board members, officers, employees and agents (each a "BOE Party" and together the "BOE Parties") and hold the BOE Parties harmless from and against all first or third-party losses, claims,

demands and causes of action for damages, including reasonable legal fees, (“Losses”) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of a law enforcement officer providing services to the district in accordance with this Contract, the Municipality and/or one or more of the Municipality’s individual Committee members, the Mayor or the Chief of Police (each a “Township Party” and together the “Township Parties”). The BOE Parties agree to notify the Municipality as soon as reasonably practical of any Losses for which a BOE Party will request indemnification from the Municipality. The BOE Parties will provide the Municipality with any reasonably necessary information and assistance to defend such losses. The School District agrees to indemnify the Township Parties and hold the Township Parties harmless from and against all Losses for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the School District. The Township Parties agree to notify the School District as soon as reasonably practical of any Losses for which a Township Party will request indemnification from the School District. The Township Parties will provide the School District with any reasonably necessary information and assistance to defend such Losses.

The School District agrees to reimburse the Township for 50% of all out-of-pocket expenses and legal fees incurred in the defense of claims made arising from the services set forth in this Shared Services Agreement, in an amount not to exceed \$50,000 per year (7/1-6/30). In no event shall the School District pay more than \$50,000 per claim.

14. Insurance

During the term of this Agreement, the School District will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000 on account of bodily injuries or death of one person, and \$10,000,000 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$1,000,000. The School District shall provide the Municipality with a Certificate of Insurance naming the Municipality as additional insured, and stating that said policy cannot be canceled except on thirty (30) days’ notice to the Municipality. The Board of Education agrees to reimburse the Township for 50% of all out-of-pocket expenses and legal fees incurred in the defense of claims made arising from the services provided in this Shared Services Agreement.

15. Agreements

This contract, including any attachments to it and documents therein included by reference, sets forth the entire understanding and agreement between the Municipality and School District. This

Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in writing signed by the Party against whom the waiver is to be effective.

16. Law

This contract is made under and shall be governed by the laws of State of New Jersey.

17. Agency

Except as provided herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

18. Notices

All notices hereunder shall be in writing and sent certified mail, return receipt requested:

For the Municipality to: Sallie Graziano, Municipal Clerk, 38 Park Avenue, Flemington, New Jersey 08822. For the Board of Education to: Stephanie Voorhees, School Business Administrator/Board Secretary, 50 Court Street, Flemington, NJ 08822.

19. Term of Agreement

This Agreement shall be effective August 23, 2022~~July 1, 2020~~, after authorization and approval by the Township Committee of the Municipality and the Board of Education of the School District and shall remain in effect through June 30, 2021. Upon action taken by both parties, this Agreement may be renewed for an additional year or multiple year terms, upon the same terms as those set forth herein or other terms agreed to by both parties. If either party intends to not renew this Agreement for a subsequent term, it shall provide written notice of its intent to terminate no later than sixty (60) days prior to the expiration of the Agreement.

FLEMINGTON BOROUGH

FLEMINGTON RARITAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

Attested: _____
[Name]

Attested: _____
[Name]

By: _____
[Name]
[Title]

By: _____
[Name]
[Title]

Date: _____

Date: _____

Range of Checking Accts: First to Last Range of Check Dates: 07/30/22 to 08/08/22
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
CURRENT FUND	Current Fund Northfield						
29877	08/01/22	Alignment Check				VOID	
29878	08/01/22	ADRT ADR Towing Inc/Art's Auto Serv					7601
22-00892	1		174.52	2-01- -185-223 Motor Vehicle Repairs	Budget		14 1
29879	08/01/22	AMAZON Amazon					7601
22-00115	5	toner & drum	90.67	2-01- -130-212 Departmental Supplies	Budget		6 1
22-00115	6	web camera	75.85	2-01- -115-221 Computer Software/Support/Main	Budget		7 1
22-00115	7	cash drawer	104.94	2-01- -115-221 Computer Software/Support/Main	Budget		8 1
			<u>271.46</u>				
29880	08/01/22	ANAPA005 ANA PALMA					7601
22-00948	1	Notary	30.00	2-01- -110-294 Community Relations	Budget		33 1
29881	08/01/22	CHT2 COUNTY OF HUNTERDON					7601
22-00088	4	2022 open space tax 3rd Qtr	34,433.28	2-01- -922-999 County Open Space Tax	Budget		3 1
29882	08/01/22	ENTERPRI Enterprise FM Trust					7601
22-00634	6	Vehicle Lease	2,844.63	2-01- -200-213 Vehicle Lease	Budget		9 1
29883	08/01/22	FMC FLEMINGTON MUNICIPAL COURT					7601
22-00005	7	court credit card fees	121.26	1-01- -135-229 Other Contracted Services	Budget		1 1
29884	08/01/22	GANNE005 Gannett New Jersey Newspapers					7601
22-00934	1	Contracts AWARDED	45.14	2-01- -120-292 Advertising	Budget		21 1
29885	08/01/22	HCT COUNTY OF HUNTERDON TREASURER					7601
22-00089	4	2022 County Taxes 3rd Qtr	345,710.98	2-01- -906-999 COUNTY TAXES PAYABLE	Budget		4 1
29886	08/01/22	IPD Institute for Professional Dev					7601
22-00935	1	Webinar	50.00	2-01- -140-231 Conf. / Meetings / Training	Budget		22 1
29887	08/01/22	JERRY JERRY ROTELLA					7601
22-00946	1	Galaxy Tab A7 Case	18.12	2-01- -190-217 Equipment	Budget		32 1

Attachment: DOC080522 (3868 : Bill List 8/5/2022)

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
CURRENT FUND		Current Fund Northfield		Continued			
29888	08/01/22	JWT Jack Williams Tire					7601
22-00945	1	Tires for 49-03 & patrol cars	433.00	2-01- -190-223 Motor Vehicle Repairs	Budget		31 1
29889	08/01/22	KEC KOLLMER EQUIPMENT COMPANY					7601
22-00931	1	Ethanol Free Fuel	125.00	2-01- -185-212 Departmental Supplies	Budget		20 1
29890	08/01/22	MARDONES Nano Mardones					7601
22-00084	13	court interpreter 7/11/22	210.05	2-01- -405-229 Other Contracted Services	Budget		2 1
29891	08/01/22	MYKL MYKL, LLC					7601
22-00905	6	GENERAL MATTERS 4756	1,008.00	2-01- -160-251 Legal	Budget		17 1
22-00905	7	INFORMAL-PARAMOUNT/GRIDLE 4755	160.00	2-01- -160-251 Legal	Budget		18 1
			<u>1,168.00</u>				
29892	08/01/22	NCG2 Northeast Cabling Group					7601
22-00887	1	cabling for plotter	350.00	2-01- -260-221 Computer Software/Support/Main	Budget		13 1
22-00938	1	Labor& Materials	350.00	2-01- -205-229 Other Contracted Services	Budget		24 1
			<u>700.00</u>				
29893	08/01/22	NJADV005 NJ Advance Media- Star Ledger					7601
22-00941	1	Contract Awarded	16.21	2-01- -120-292 Advertising	Budget		28 1
29894	08/01/22	NJADVANC NJ ADVANCE MEDIA					7601
22-00856	1	Ordinance 2022-8-2022-9	26.48	2-01- -120-292 Advertising	Budget		12 1
29895	08/01/22	OCG OFFICE CONCEPTS GROUP					7601
22-00811	1	department supplies	117.67	2-01- -190-212 Departmental Supplies	Budget		10 1
22-00940	1	Desk Pad	10.34	2-01- -120-211 Office Supplies	Budget		27 1
			<u>128.01</u>				
29896	08/01/22	PANDS The Police and Sheriffs Press					7601
22-00893	1	Crossing Guard IDS	108.25	2-01- -190-217 Equipment	Budget		15 1
22-00944	1	12 IDS	189.15	2-01- -190-212 Departmental Supplies	Budget		30 1
			<u>297.40</u>				
29897	08/01/22	RICHA005 RICHARD E. YARD					7601
22-00937	1	Parts and Labor	295.75	2-01- -205-229 Other Contracted Services	Budget		23 1

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August 5, 2022
11:39 AM

BOROUGH OF FLEMINGTON
Check Register By Check Date

Page **3.9.1.a**

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
CURRENT FUND Current Fund Northfield Continued								
29898	08/01/22	RLDATA R & L DATACENTERS INC						7601
22-00897	1	Payroll	611.20	2-01- -130-352 Accounting / Auditing	Budget		16	1
29899	08/01/22	STAND STANDARD INSURANCE COMPANY						7601
22-00102	6	disabiity insurance	1,526.00	1-01- -175-272 Disability Insurance	Budget		5	1
29900	08/01/22	STAV Stavola Flemington Asphalt						7601
22-00942	1	Road Maintenance Materials	798.14	2-01- -205-213 Road Maintenance Materials	Budget		29	1
29901	08/01/22	TEC TIMMERMAN EQUIPMENT COMPANY						7601
22-00853	2	item # 30562	623.31	2-01- -205-224 Equipment Repairs	Budget		11	1
29902	08/01/22	VANCL VAN CLEEF ENGINEERING ASSOCIAT						7601
22-00907	1	GENERAL MATTERS 4301-55	116.25	2-01- -160-253 Engineer	Budget		19	1
29903	08/01/22	WETC W.E. TIMMERMAN CO. INC.						7601
22-00939	1	broom for sweeper	494.52	2-01- -205-217 Equipment	Budget		25	1
22-00939	2	Credit	344.87-	2-01- -205-217 Equipment	Budget		26	1
			149.65					
Checking Account Totals								
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks: 26	1	390,923.84	0.00			
		Direct Deposit: 0	0	0.00	0.00			
		Total: 26	1	390,923.84	0.00			
ESCROW Developer Escrow Northfield								
2336	08/01/22	KMA Kyle McManus						7604
22-00906	1	Family Promise of HC 3514	1,190.00	E-2022-04 FAMILY PROMISE OF HUNTERDON CO	Project		6	1
2337	08/01/22	MCDONOUGH McDonough & Rea						7604
22-00908	1	WERTSVILLE ROAD PROP 13087	660.00	E-2019-05 WERTSVILLE PROPEERTIES	Project		14	1
22-00908	2	70 CHURCH/BSD FLEM 13086	330.00	E-BSD-FLEM BSD FLEM APARTMENTS-SPICE FACT	Project		15	1
22-00908	3	TIDBITS/MILLIES 13091	412.50	E-2022-02 TIDBITS LLC-MILLIES - BIRD	Project		16	1
			1,402.50					
2338	08/01/22	MYKL MYKL, LLC						7604
22-00905	1	TIDBITS NJ-MILLIES #4758	410.00	E-2022-02 TIDBITS LLC-MILLIES - BIRD	Project		1	1
22-00905	2	FAMILY PROMISE OF HC 4759	724.00	E-2022-04 FAMILY PROMISE OF HUNTERDON CO	Project		2	1

Attachment: DOC080522 (3868 : Bill List 8/5/2022)

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
PO #	Item	Description						
ESCROW Developer Escrow Northfield Continued								
2338	MYKL, LLC	Continued						
22-00905	3	WERTSVILLE ROAD PROP 4757	50.00	E-2019-05	Project		3	1
				WERTSVILLE PROPEERTIES				
22-00905	4	WERTSVILLE ROAD PROP 4761	160.00	E-2019-05	Project		4	1
				WERTSVILLE PROPEERTIES				
22-00905	5	CAPTIVA MAIN ST 4760	512.00	E-2021-04	Project		5	1
				CAPTIVA MAIN ST				
			1,856.00					
2339 08/01/22 VANCL VAN CLEEF ENGINEERING ASSOCIAT								
22-00907	2	COURTHOUSE FCUR 4395.074-16	601.25	E-2018-04	Project		7	1
				Flemington Urban Renewal LLC				
22-00907	3	WERTSVILLE RD PROP 4395.086-3	2,137.50	E-2019-05	Project		8	1
				WERTSVILLE PROPEERTIES				
22-00907	4	CAPTIVA MAIN ST 4395.092-13	310.00	E-2021-04	Project		9	1
				CAPTIVA MAIN ST				
22-00907	5	TIDBITS-MILLIES 4395.093-4	1,260.50	E-2022-02	Project		10	1
				TIDBITS LLC-MILLIES - BIRD				
22-00907	6	CENTRALSTATION-MINE 4395.095-3	616.25	E-2022-01	Project		11	1
				CENTRAL STATION LLC				
22-00907	7	70CHURCH/SPICE BSD 4395.096-3	232.50	E-BSD-FLEM	Project		12	1
				BSD FLEM APARTMENTS-SPICE FACT				
22-00907	8	FAMILY PROMISE HC 4395.097-2	775.00	E-2022-04	Project		13	1
				FAMILY PROMISE OF HUNTERDON CO				
			5,933.00					
Checking Account Totals								
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
	Checks:	4	0	10,381.50	0.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	4	0	10,381.50	0.00			
OTHER ESCROW Other Escrow Northfield Bank								
2178	08/01/22	AMAZON Amazon						7606
22-00115	4	Monitor & Speakers	183.94	E-03- -100-101	Budget		1	1
				Fire Prevention				
Checking Account Totals								
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
	Checks:	1	0	183.94	0.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	1	0	183.94	0.00			
SEWER OPER Sewer Operating Northfield								
7146	08/01/22	AMAZON Amazon						7603
22-00285	4	UPS	188.77	2-07- -100-212	Budget		3	1
				Departmental Supplies				
7147	08/01/22	HANCE WILLIAM J. HANCE						7603
22-00007	44	stamps 7/22/22	100.00	2-07- -100-291	Budget		1	1
				Postage				

Attachment: DOC080522 (3868 : Bill List 8/5/2022)

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
SEWER OPER		Sewer Operating Northfield	Continued				
7147	WILLIAM J. HANCE	Continued					
22-00007	49	stamps	200.00	2-07- -100-291	Budget		2 1
				Postage			
			300.00				
7148	08/01/22	STA STAPLES CORPORATE ACCOUNT					7603
22-00949	1	Office Supplies	89.34	2-07- -100-211	Budget		4 1
				Office Supplies			
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	3	0	578.11	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	3	0	578.11	0.00		
WATER CAPITAL		Water Capital Northfield					
2169	08/01/22	MBAI MUMFORD-BJORKMAN ASSOCIATES					7605
22-00655	2	water tank inspection	5,737.50	C-06- -714-A11	Budget		2 1
				Test Water Well Drilling			
2170	08/01/22	REIVAX Reivax Contracting Company					7605
21-01155	3	Hopewell & Dewey Water & Sewer	192,606.70	C-06- -107-000	Budget		1 1
				21/07 Water Improvements			
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	2	0	198,344.20	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	2	0	198,344.20	0.00		
WATER OPER		Water Operating Northfield					
9563	08/01/22	CSIS CSI SECURITY SYSTEMS					7602
22-00930	1	SERVICE,REPAIR & MATERIALS	584.00	2-05- -100-229	Budget		3 1
				Other Contracted Services			
9564	08/01/22	HANCE WILLIAM J. HANCE					7602
22-00007	48	voicepulse	50.00	2-05- -100-241	Budget		1 1
				Telephone			
9565	08/01/22	NCG2 Northeast Cabling Group					7602
22-00887	2	well cable repair	150.00	2-05- -100-221	Budget		2 1
				Computer Software/Support/Main			
9566	08/01/22	PANDS The Police and Sheriffs Press					7602
22-00952	1	IDS for 4	65.53	2-05- -100-212	Budget		4 1
				Departmental Supplies			
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	4	0	849.53	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	4	0	849.53	0.00		

Check #	Check Date	Vendor				Reconciled/Void	Ref Num
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref Seq Acct
<hr/>							
WATER OPER		Water Operating Northfield	Continued				
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	40	1	601,261.12	0.00	
		Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
		Total:	<u>40</u>	<u>1</u>	<u>601,261.12</u>	<u>0.00</u>	
<hr/>							

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	1-01	1,647.26	0.00	0.00	1,647.26
	2-01	389,276.58	0.00	0.00	389,276.58
	2-05	849.53	0.00	0.00	849.53
	2-07	<u>578.11</u>	<u>0.00</u>	<u>0.00</u>	<u>578.11</u>
Year Total:		390,704.22	0.00	0.00	390,704.22
	C-06	198,344.20	0.00	0.00	198,344.20
	E-03	183.94	0.00	0.00	183.94
Total Of All Funds:		<u>590,879.62</u>	<u>0.00</u>	<u>0.00</u>	<u>590,879.62</u>

Project Description	Project No.	Project Total
Flemington Urban Renewal LLC	E-2018-04	601.25
WERTSVILLE PROPEERTIES	E-2019-05	3,007.50
CAPTIVA MAIN ST	E-2021-04	822.00
CENTRAL STATION LLC	E-2022-01	616.25
TIDBITS LLC-MILLIES - BIRD	E-2022-02	2,083.00
FAMILY PROMISE OF HUNTERDON CO	E-2022-04	2,689.00
BSD FLEM APARTMENTS-SPICE FACT	E-bsd-flem	562.50
Total Of All Projects:		<u>10,381.50</u>