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**TOWNSHIP OF FRANKLIN**  
COUNTY OF GLOUCESTER

State of New Jersey

1571 Delsea Drive

FRANKLINVILLE, NEW JERSEY 08322

856-694-1234

**Township Clerk**

Barbara Freijomil

2. CALL MEETING TO ORDER  
Open Public Meetings Act Statement

3. Roll Call

**Mayor**

John Bruno

**Deputy Mayor**

Dave Deegan

**Township Committee**

Timothy Doyle

Heather Flaim

Mary Petsch-Wilson

4. Public Hearing On The Following Ordinances

Documents:

[ORDINANCE 01-22 AMENDING O-13-11 RE JOINT MUNICIPAL COURT \(PDF\).PDF](#)

[ORDINANCE 02-22- ESTABLISHMENT OF DEPT OF CODE ENFORCEMENT AND LAND USE \(PDF\).PDF](#)

5. Motion To Open First Public Portion For Resolutions And/Or Ordinances Below

6. Motion To Approve Correspondence And Reports

7. Motion To Approve Minutes

8. Motion To Approve 2022 Licenses

9. Resolutions

9.1. Resolution Documents

Documents:

[RESOLUTION 033-22 INFORMATION TECHNOLOGY REV 2.0 - TIER 1 \(PDF\).PDF](#)

[RESOLUTION 034-22 INFORMATION TECHNOLOGY REV 2.0 - TIER 2 \(PDF\).PDF](#)

[RESOLUTION 036-22 INFORMATION TECHNOLOGY REV 2.0 - TIER 3 \(PDF\).PDF](#)

[RESOLUTION 036-22 NONREDEMPTION 3801 26 1402 11.01 \(PDF\).PDF](#)

[RESOLUTION 037-22 COMMISSIONER COMPENSATION MUNICIPAL](#)

(PDF).PDF  
RESOLUTION 038-22 FLAHERTY DIRECTOR OF CODE ENFORCEMENT  
(PDF).PDF  
RESOLUTION 039 OMNI RECYCLING (PDF).PDF  
RESOLUTION 039 OMNI RECYCLING AGREEMENT (PDF).PDF

10. Introduction Of Ordinance - Public Hearing On February 8

Documents:

[ORDINANCE 03-22 AMENDING CHAPTER 190 BUILDINGS.PDF](#)

11. Motion To Open Second Public Portion For Any Comments Or Questions

12. Administrator/Departmental Reports

13. Adjourn

**TOWNSHIP OF FRANKLIN**  
**O-1-22**

**AMENDING ORDINANCE 13-11 OF THE CODE OF THE TOWNSHIP OF  
FRANKLIN ENTITLED "MUNICIPAL COURT" AND ADOPTING A NEW  
CHAPTER 86 ENTITLED "JOINT MUNICIPAL COURT"  
TOWNSHIP OF FRANKLIN TO ADD THE BOROUGH OF NEWFIELD**

**WHEREAS**, the Township Committee of the Township of Franklin in the County of Gloucester, State of New Jersey, is of the opinion that the public interest will best be served by repealing existing Ordinance Chapter 86 governing the current Municipal Court and adopting a new Ordinance that will provide for the creation of a Joint Municipal Court together with Buena Borough;

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey as follows:

**Section 1**

Chapter 86 of the Franklin Township Code entitled "Municipal Court" be and is hereby repealed in its entirety.

**Section 2**

A new Chapter 86 of the Revised General Ordinances of the Township of Franklin, entitled "Joint Municipal Court" be and is hereby adopted containing the following provisions.

**Section 86.1: Creation of Court, name, jurisdiction.**

A. Creation of Court. There has been created a Joint Municipal Court consisting of the following members: the Township of Franklin, and the Borough of Buena. This Court is created by the Interlocal Services Agreement dated \_\_\_\_\_, 2011 by and between the aforesaid municipalities and is subject to the terms thereof. The Interlocal Services Agreement is attached hereto and incorporated in this Ordinance and shall be approved by and filed with the Administrative Director of the Courts. The Borough of Newfield shall be added as a member of the Franklin Joint Court.

B. Name of Court. The name of the Joint Municipal Court shall be the "Franklin Joint Municipal Court" and it shall have a seal bearing the name of the Court.

C. Jurisdiction. The jurisdiction of the Franklin Township Joint Municipal Court shall be coextensive with the territory of the Township of Franklin, *the Borough of Newfield*, and the Borough of Buena in the County of Atlantic. The Court shall be under the jurisdiction of the Assignment Judge and Municipal Court Administrator for Vicinage 15.

**Section 86.2: Municipal Judge, powers, duties and qualifications.**

A. There shall be a Municipal Judge appointed by the Governor as provided by law with regard to a Joint Municipal Court. The Municipal Judge shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified.

B. The Municipal Judge shall have and possess the requisite qualifications in order to serve as a Municipal Court Judge as provided by the laws of the State of New Jersey.

C. The Municipal Judge shall faithfully carryout all of the responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the Administrative Office of the Courts, the New Jersey Supreme Court and any other applicable laws and rules.

**Section 86.3: Prosecutor, Administrator, Public Defender, other personnel**

A. Municipal Prosecutor: There shall be appointed a Municipal Prosecutor for the Joint Municipal Court who shall prosecute all cases in the Joint Municipal Court. The Municipal Prosecutor shall be appointed for a one year term by the Township of Franklin. The compensation for the Municipal Prosecutor shall be determined by the Township of Franklin.

B. Municipal Court Administrator: There shall be an administrator of the Franklin Joint Municipal Court who shall perform the functions and duties prescribed for the administrator by law, by the rules applicable to municipal courts and by the municipal court judge. The administrator shall be appointed by Franklin for a term of one year, subject however, to the tenure provisions as set forth in N.J.S.A.2A:8-13.2 and considered an employee of Franklin. The compensation of the administrator shall be determined by Franklin. The administrator's duties shall include, but not be limited to:

1. Carrying out the rules, regulations, policies and procedures relating to the operation of the Franklin Joint Municipal Court.
2. Interviewing and speaking to persons wishing to file criminal or quash criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
3. Maintaining the financial records of Franklin Joint Municipal Court, including receiving and accounting for fines and costs.
4. Attending court, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents, preparing and issuing warrants and commitments and other court-related documents.
5. Maintaining and classifying records and files of the Franklin Joint Municipal Court.
6. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
7. Carrying out such additional duties as may be required in order to fulfill the duties of the court administrator.

C. The Township of Franklin shall, hereafter, by Resolution have the power to designate such other persons as may be required to serve as clerks and administrators and other officers thereof and to establish compensation to be paid to the respective persons to manage and run the day to day operations of the Joint Municipal Court. Compensation thereof shall be in accordance with the salary ordinance adopted annually by the Township of Franklin.

D. The Township of Franklin shall, by Resolution, annually appoint a Public Defender to serve within the Franklin Township Joint Municipal Court. The Public Defender shall be compensated as determined by the Township of Franklin. Applications for the appointment of the Public Defender for particular cases shall be in accordance with Chapter 102 of this Title.

E. The auditor appointed by Franklin Township shall act as the auditor for the Franklin Joint Municipal Court. The auditor shall perform a yearly audit of the Franklin Joint Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:50-1, et. seq. A copy of the complete audit shall be supplied to each participating municipality by September 1 of each year.

**Section 87.4: Withdrawal by a member, expansion of membership.**

A. Withdrawal by Members. The members of the Franklin Township Joint Municipal Court established by this ordinance are the Township of Franklin, the Borough of Newfield, and Buena Borough. Collectively, the Township of Franklin, the Borough of Newfield, and the Buena Borough shall be referred to as members. Any member of the Joint Municipal Court may withdraw at the end of the next calendar year by complying with the

provisions of the Interlocal Services Agreement between the Members identified in section 86.1 *A supra* or such subsequent agreements or amendments then existing and in effect.

B. Expansion. The members of the Franklin Joint Municipal Court may be expanded by the admission of new members. Admission shall be granted upon the affirmative vote of the Franklin Township Committee after consultation with the Mayor and Council of the Borough of Buena in accordance with the Interlocal Services Agreement then existing between the Members.

**Section 87.5: Contributions and compensation.**

A. The Borough of Newfield and the Borough of Buena shall pay the Township of Franklin a fee in accordance with the Interlocal Services Agreement then existing between the parties.

B. The Township shall remit fines and levies collected for infractions occurring in the Borough of Buena to the Borough on at least a monthly basis or as set forth in the agreement between the Township and the Borough. The Township shall retain all fines and levies collected for infractions occurring in the Borough of Newfield.

**Section 87.6: Interlocal Services Act.**

The governing bodies of the Township of Franklin, the Borough of Newfield and the Borough of Buena are authorized to enter into contract with each other embodying the provisions of the contract attached hereto as Exhibit A pursuant to the Interlocal Services Act, N.J.S.A. 40A:65-1, et seq. In the event of a discrepancy between this Ordinance and the Interlocal Services Act, and any amendments thereto, the Interlocal Services Act shall take precedence.

**Section II: Validity.**

If any section, subsection, sentence, clause or phrase of this ordinance, for any reason is held to be unconstitutionally invalid, or incorrect, such decision shall not affect the validity of the remaining provisions of this ordinance.

**Section III: Signature Page**

ATTEST:

TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do here certify that the foregoing Ordinance was introduced at the Regular Meeting of the Township of Franklin held on January 11, 2022 and thereafter duly advertised in the legal newspaper of the Township at least seven (7) days prior to it being considered for final passage and adoption at a subsequent meeting to be held on February 8, 2022 at which time any person interested therein will be given an opportunity to be heard.

\_\_\_\_\_  
Barbara Freijomil, Municipal Clerk

Introduced January 11, 2022

Name	Yes	No	Abstain	Absent
Doyle				
Deegan				
Petsch-Wilson				
Flaim				
Bruno				

Adopted February 8, 2022

<b>Name</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Doyle</b>				
<b>Deegan</b>				
<b>Petsch-Wilson</b>				
<b>Flaim</b>				
<b>Bruno</b>				

**TOWNSHIP OF FRANKLIN**  
**O-2-22**  
**ESTABLISHING THE DEPARTMENT OF CODE ENFORCEMENT AND LAND**  
**USE, INCLUDING DIVISIONS**

**WHEREAS**, the Township Committee of the Township of Franklin have determined the need to create and adopt an Ordinance to establish a Director of the Department of Land Use and Planning; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Committee of the Township of Franklin, the County of Gloucester, as follows:

**Section 1.**

A. There shall be a Department of Code Enforcement and Land Use, the head of which shall be the Director of Code Enforcement and Land Use. The Department of Code Enforcement and Land Use shall consist of the following divisions:

- I. Division of Zoning and Planning Boards
- II. Division of Zoning
- III. Division of Housing
- IV. Division of Construction
- V. Division of Code Enforcement

B. Director of Code Enforcement and Land Use.

- I. The Director shall be appointed by the Township Committee by Resolution and shall supervise the work of the Department and its Divisions. The Director shall be a Township Department Head.
- II. Duties of the Director of Code Enforcement and Land Use:
  - a) Assume full management responsibility for all Code Enforcement and Land Use Department services and activities, including comprehensive review of the zoning code, processing of land use applications, and coordinating code compliance; recommend and administer policies and procedures.
  - b) Manage the development and implementation of the Code Enforcement and Land Use Department goals, objectives, policies, and priorities for each division.
  - c) Recommend, with Township policy, appropriate service and staffing level; monitor and evaluate work methods and procedures; allocate resources accordingly.
  - d) Plan, direct and coordinate the Code Enforcement and Land Use Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures meet with management staff to identify and resolve problems.
  - e) Assess and monitor workload, administrative, and support systems and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
  - f) Select, train, motivate and evaluate Code Enforcement and Land Use Department personnel; provide or coordinate staff training.
  - g) Oversee and participate in the development and administration of the Code Enforcement and Land Use Department budget; review funding needed for staffing, equipment, materials, and supplies.

- h) Review, prepare and propose revisions to zoning ordinances for review by Township Committee; interact with community groups, citizens and businesses involved with zoning-related issues and community development.
- i) Assist, in concert with other departments, in the management of economic development activities; develop strategies to assist in business growth.
- j) Review and process planning applications; ensure compliance with appropriate laws, codes, regulations and ordinances.
- k) Develop, justify and forecast Code Enforcement and Land Use Department programs, policies and activities, negotiate and resolve sensitive and controversial issues in area of Land Use.
- l) Represent the Code Enforcement and Land Use Department to other Township departments, elected officials, and outside activities, coordinate Code Enforcement and Land Use Department activities with those of other departments and outside agencies and organizations.
- m) Interact with developers, contractors, and the public on construction and land use issues; provide information on planning and zoning requirements.
- n) Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- o) Develop long and short term planning goals.
- p) Perform related duties and responsibilities as required.

**C. Divisions within Department of Code Enforcement and Land Use.** The role of the five divisions of the Department of Code Enforcement and Land Use shall be:

**I. Division of Zoning and Planning.** There shall be, within the Department of Code Enforcement and Land Use, a Division of Zoning and Planning Boards, the head of which shall be the Land Use Administrator of the Township of Franklin, who shall also be the Director of Code Enforcement and Land Use.

1. The Division shall be responsible for the coordination of applications between the Planning Board and the Board of Adjustment. The Division shall maintain materials for all those persons within the Township who seek Board review of subdivisions, site plans or any other reviews as are entrusted to the Planning Board by law.
2. The Land Use Administrator will coordinate and supervise the employees of the Planning Board and the Board of Adjustment and will determine which Board has jurisdiction to hear the application.
3. The Land Use Administrator is responsible for reviewing applications for zoning permits and the granting or denying of such permits in accordance with the zoning ordinances of the Township of Franklin.

**II. Zoning.** There is hereby created within the Department of Code Enforcement and Land Use the Division of Zoning. The Division of Zoning Department shall be supervised by the Zoning Officer.

**a) General job description.**

1. Examine working plans of proposed structures for compliance with State, County and local land use ordinances.
2. Consult with architects, engineers, attorneys, prospective developers and residents on compliance with zoning regulations.
3. Investigate all violations or alleged violations, Land Management, and direct the establishment and maintenance of records and files of the same.



4. Initiate legal action against violations, Land Management, and make court appearances as required.
5. Make necessary inspections to determine building locations or uses are as shown on approved plans and are being constructed in compliance with the Zoning Ordinance; assist in promulgation of zoning regulations.
6. Prepare reports as needed and as required by department head and Township Mayor.
7. Perform other related work as required and assigned by department head and Township Mayor.

**b) Qualifications for Zoning Officer.** Persons with mental or physical disabilities are eligible as long as they can perform the functions of the job after reasonable accommodations are made for their known limitations. If the accommodation cannot be made because it would cause the Township undue hardship, such person may not be eligible. The Zoning Officer shall have the following qualifications for the position:

1. Three years of experience in the preparation and revision of building construction plans and specifications or in the full-time inspection and enforcement of zoning and/or building construction laws and regulations.
2. A thorough knowledge of the principles and municipal codes governing zoning standards.
3. The ability to read, write, speak and communicate in English sufficiently to perform the duties of the position.
4. Ability to analyze and interpret the local Zoning Ordinance and other local ordinances that apply to buildings and State and County laws, rules, regulations and policies applicable to zoning.
5. Ability to read building plans, plot plans and specifications.
6. Ability to prepare clear, sound, accurate and informative reports containing findings, conclusions and recommendations.
7. Ability to recognize conditions that do not meet established standards and enforce proper practices with firmness and tact.
8. Ability to establish and maintain effective working relationships with associates and the general public.
9. A valid driver's license of the State of New Jersey.

**c) Salary.** Salary for the position of Zoning Officer shall be set forth in the Township's Salary Ordinance.

**III. Division of Housing.** The Land Use Administrator shall be the head of the Housing Division. The Division of Housing shall:

- a) Supervise the applicability, calculation and collection of all affordable housing fees.
- b) Inspect all rental properties pursuant to Township code.

**IV. Division of Construction.** The Construction Code Official shall be the Division Head of the Division of Construction. The Construction Code Official shall supervise the entire Division of Construction in accordance with State statutes. The Construction Division shall perform all the statutory duties required of the Construction Code Official. In the absence of the Construction Code Official, the Land Use

Administrator shall provide assistance to applicants and the public, as well as supervise employees of the Division of Construction.

The Land Use Administrator shall attend Court to testify on any violations issued by anyone in the Division of Construction.

**V. Division of Code Enforcement.** There is hereby created the Division of Code Enforcement, who shall be under the direction and supervision of the Land Use Administrator. The Division shall be staffed by the Code Enforcement Officer.

**a) Powers and duties of Code Enforcement Officer.** The Code Enforcement Officer shall, under the supervision and direction of the Land Use Administrator, perform the following duties and responsibilities:

1. Develop, coordinate and implement the various code enforcement activities and operations.
2. Conduct overall administrative activities related to the performance of said activities.
3. Enforce the Township ordinance and codes, including, but not limited to, land use, trailer park/mobile home park, signs, swimming pools, junkyard, commercial and industrial maintenance, litter and such other codes and ordinances of the Township as to presently exist or which may be enacted in the future, unless the duty to enforce such codes or ordinances is specifically assigned to another office of the Township or licensure or special qualifications are required pursuant to any State statute.
4. Make investigations in furtherance of said activities and serve violation notices, make and process complaints for code violations and make appearances before boards and commissions of the Township, make court appearances and render testimony in the prosecution of any such summons and complaints.
5. Where required, the enforcement official shall coordinate the investigation and prosecution of any violation with the Gloucester County Board of Health, Franklin Township Police, Gloucester County Prosecutor, State Attorney General and New Jersey Department of Environmental Protection.
6. All related activities that may be required for the full implementation of the basic duties.

**b) Qualifications of Code Enforcement Officer.** The Code Enforcement Officer shall be an employee of the Township.

**Section 2.** This Ordinance shall take effect upon final passage and publication according to law.

**Section 3.** If any part of this Ordinance shall be deemed invalid by an administrative agency or court of competent jurisdiction, such decision shall not affect the legality and enforceability of any other provision hereof.

**Section 4.** All ordinances, policies and or procedures or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency.

ATTEST:

TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do here certify that the foregoing Ordinance was introduced at the Regular Meeting of the Township of Franklin held on January 11, 2022 and thereafter duly advertised in the legal newspaper of the Township at least seven (7) days prior to it being considered for final passage and adoption at a subsequent meeting to be held on January 25, 2022 at which time any person interested therein will be given an opportunity to be heard.

---

Barbara Freijomil, Municipal Clerk

Introduced January 11, 2022

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Doyle</u>				
<u>Deegan</u>				
<u>Petsch-Wilson</u>				
<u>Flaim</u>				
<u>Bruno</u>				

Adopted January 25, 2022

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Doyle</u>				
<u>Deegan</u>				
<u>Petsch-Wilson</u>				
<u>Flaim</u>				
<u>Bruno</u>				

# ***Township of Franklin***

**R-33-22**

## **A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER ONE REQUIREMENTS**

**Whereas**, the Township of Franklin is a member of the TRICO JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

**Whereas**, through its membership in the TRICO JIF, the Township of Franklin enjoys cyber liability insurance coverage to protect the Township of Franklin from the potential devastating costs associated with a cyber related claim; and

**Whereas**, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

**Whereas**, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2, and Tier 3 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Franklin; and

**Whereas**, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Township of Franklin to claim a reimbursement of a paid insurance deductible in the event the member files a claim against Township of Franklin's cyber insurance policy, administered through the TRICO JIF and the Municipal Excess Liability Joint Insurance Fund;

**Now Therefore Be It Resolved** that the Township of Franklin does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 1 of the NJ MEL Cyber Risk Management Plan;

**Information Backup**

**Security Patches and Updates**

**Defensive Software**

**Security Awareness Training**

**Password Management**

**Email Warning**

**Incident Response Plan**

**Technology Practice Policy**

**Government Cyber Membership**

**And, Be It Further Resolved**, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

# ***Township of Franklin***

## ***Resolution 34-22***

### **A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER TWO REQUIREMENTS**

**Whereas**, the Township of Franklin is a member of the TRICO JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

**Whereas**, through its membership in the TRICO JIF, the Township of Franklin enjoys cyber liability insurance coverage to protect the Township of Franklin from the potential devastating costs associated with a cyber related claim; and

**Whereas**, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

**Whereas**, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2, and Tier 3 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Franklin; and

**Whereas**, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Township of Franklin to claim a reimbursement of a paid insurance deductible in the event the member files a claim against Township of Franklin's cyber insurance policy, administered through the TRICO JIF and the Municipal Excess Liability Joint Insurance Fund;

**Now Therefore Be It Resolved** that the Township of Franklin does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 2 of the NJ MEL Cyber Risk Management Plan;

**Server Security**

**Access Privilege Controls**

**Technology Support**

**System and Event Logging**

**Protected Information**

**Remote Access - VPN**

**Leadership Expertise**

**IT Business Continuity Planning**

**Banking Controls**

**And, Be It Further Resolved**, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

# ***Township of Franklin***

***R-35-22***

## **A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER THREE REQUIREMENTS**

**Whereas**, the Township of Franklin is a member of the TRICO JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

**Whereas**, through its membership in the TRICO JIF, the Township of Franklin enjoys cyber liability insurance coverage to protect the Township of Franklin from the potential devastating costs associated with a cyber related claim; and

**Whereas**, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

**Whereas**, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2, and Tier 3 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Franklin; and

**Whereas**, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Township of Franklin to claim a reimbursement of a paid insurance deductible in the event the member files a claim against Township of Franklin's cyber insurance policy, administered through the TRICO JIF and the Municipal Excess Liability Joint Insurance Fund;

**Now Therefore Be It Resolved** that the Township of Franklin does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 3 of the NJ MEL Cyber Risk Management Plan;

**Network Segmentation**

**Remote Access - MFA**

**Password Integrity**

**System and Event Logging Review**

**Third-Party Risk Management**

**And, Be It Further Resolved**, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.



Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

**TOWNSHIP OF FRANKLIN**  
**R-36-2022**

**RESOLUTION AUTHORIZING THE TAX COLLECTOR AND TREASURER TO  
RELEASE PREMIUM BID MONEY**

**WHEREAS**, the Tax Collector of the Township of Franklin, County of Gloucester, State of New Jersey has notified the Township Committee due to non-redemption there is premium bid money to be turned over to the Township of Franklin; and

<b>Block</b>	<b>Lot</b>	<b>Address</b>	<b>Amount</b>	<b>Reason</b>	<b>Certificate</b>
1402	11.01	950 Proposed Ave	\$7400.00	Past 5 Years	#16-00056
3801	26	1697 Coles Mill Rd	\$2800.00	Foreclosure	# 17-00092

**WHEREAS**, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, \$10,200.00 should be transferred from the Tax Sale Premium Account to The Township of Franklin: and

**AND BE IT FURTHER RESOLVED**, that a properly executed copy of this resolution be forwarded to the Tax Collector and Treasurer for the records.

**ADOPTED**, at a regular meeting of the Township Committee of the Township of Franklin on Tuesday, January 25, 2022.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

ATTEST:

TOWNSHIP OF FRANKLIN

BY: \_\_\_\_\_  
**BARBARA FREIJOMIL, CLERK**

BY: \_\_\_\_\_  
**JOHN BRUNO, MAYOR**

**CERTIFICATION**

I, BARBARA FREIJOMIL, CLERK, of the Township of Franklin, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on Tuesday, January 25, 2022.

\_\_\_\_\_  
BARBARA FREIJOMIL, MUNICIPAL CLERK

**TOWNSHIP OF FRANKLIN**  
**R-37-22**

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP  
OFFRANKLIN REVIEWING AND APPROVING THE FRANKLIN  
TOWNSHIP FIRE COMMISSIONER SALARY FOR 2022**

**WHEREAS**, via Resolution No. 2021-15 Franklin Township Fire District No. 2 authorized and approved 2022 annual compensation for the Board of Fire Commissioners; and

**WHEREAS**, N.J.S.A. 40A:14-88 requires the salaries of members of Board of Commissioners of Fire Districts to be reviewed and approved annually by the governing body; and

**WHEREAS**, the Mayor and Committee of the Township of Franklin have reviewed the proposed annual compensation for the following members of the Board of Fire Commissioners for 2022 as follows:

Chairman	\$1,200.00
Vice Chairman	\$1,200.00
Treasurer	\$2,100.00
Secretary	\$1,200.00
Commissioner	\$1,200.00

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Committee of the Township of Franklin, County of Gloucester and State of New Jersey, that the Committee of the Township of Franklin hereby approve the 2022 annual compensation of the Board of Fire Commissioners of the Township of Franklin Fire District No. 1.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

**TOWNSHIP OF FRANKLIN  
GLOUCESTER COUNTY**

**R-38-22**

**RESOLUTION APPOINTING ROSEMARY FLAHERTY  
AS DIRECTOR OF CODE ENFORCEMENT AND LAND USE**

**WHEREAS**, the Township of Franklin has established the Department of Code Enforcement and Land Use and the position of Director of Code Enforcement and Land Use of the Township of Franklin; and

**WHEREAS**, Franklin has a need for the services of a Director of Code Enforcement and Land Use; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Committee of the Township of Franklin, in the County of Gloucester, as follows:

1. Rosemary Flaherty is hereby appointed the Director of Code Enforcement and Land Use of the Township of Franklin, pursuant to the Franklin Township Municipal Code, effective January 25, 2022 at no additional salary.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

**TOWNSHIP OF FRANKLIN  
GLOUCESTER COUNTY**

**R-39-22**

**RESOLUTION AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO SIGN AN  
AGREEMENT WITH OMNI RECYCLING**

**WHEREAS**, the Township of Franklin is required to dispose of recycling material at a disposal facility; and

**WHEREAS**, Omni recycling has submitted a proposal for the disposal of all recycling for the Township of Franklin; and

**WHEREAS**, the Chief Financial Officer certifies that funds will be appropriated in the 2022 adopted budget in line item 2-01-32-465-222 entitled Tipping Fees and shall be appropriated in the 2023 and 2024 adopted budgets under the same line item; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Committee of the Township of Franklin, in the County of Gloucester, that Omni Recycling is designated as the disposal facility for the Township of Franklin, Gloucester County, New Jersey for a three year period beginning January 1, 2022 through December 31, 2024.

Adopted: January 25, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, January 25, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

## **AGREEMENT FOR DISPOSAL FACILITY**

This agreement for the Sale of Goods (“Agreement”) made and effective January 1<sup>st</sup>, 2022 between “Franklin Township” (Seller) or any designated successor and OMNI Recycling LLC a New Jersey Corporation (Buyer) or any designated successor located at 408 Lambs Road, Pitman, New Jersey 08071. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **Award** The award of the material marketing contract shall be to the “Franklin Township”.

### **2. Definitions**

Unless otherwise indicated, the following definitions shall be used:

**SINGLE STREAM:** Recyclable materials delivered in one distinct stream. Commingled Paper and Commingled containers.

**Weight Slips:** Shall mean the slip shall identify the generator, transporter, material delivered and the weight

**Buyer:** Is also known as the Market of designated recyclables

**Seller:** is also known as the Generator of designated recyclables

**Payment:** NET 30 DAYS

### **3. Certification**

Seller agrees to sell, transfer and convey to Buyer, and Buyer certifies that it is a New Jersey approved recycling facility, by attached copy of permit issued by the New Jersey Department of Environmental Protection, and agree to purchase the following tangible personal property (the “Goods”):

Single Stream: Corrugated, Newspaper, and Commingled Containers.

**4. Price:** Rebate will be (Variable) based on the “Pulp and Paper Week” pricing for fiber and Recycling Markets. Net for commingle, Aluminum cans, Steel cans, Natural HDPE, Colored HDPE and Pet. Pricing Variable Sheet will be sent each month to Franklin Township. Plastic Bag contamination throughout load(s) will be a \$50.00 additional charge per vehicle.

### **5. Shipping**

Seller shall deliver the goods, after collection from seller. No material shall be held by Seller or Collector after the collection has been made. The Buyer shall not deny delivery of designated collected materials to the Seller or their designated Collector. Buyer shall not require delivery to another facility or location without compensation to Sell or Collector. The seller delivered

material must not contain more than 3% residue or non-recyclable materials. The buyer (OMNI) has the right to reject loads above the 3% and the seller has the right to review said load. If agreed the seller will be responsible for the cost. Cost not to exceed Gloucester County Landfill rate for disposal of trash, (only applies to the residual of trash). When a load is deemed 3% or greater with trash or contaminants, Omni will take photo's and contact Franklin Township to inform of such. Franklin Township has the right to inspect recyclable deliveries at any time.

## **6. Term**

“Franklin Township” guarantees all recyclable materials listed in the contract will be disposed of at Omni Recycling LLC, 408 Lambs Road, Pitman, New Jersey 08071 and these materials shall not be disposed of at any other agencies or business for the life of this contact. This contract will start on January 1<sup>st</sup>, 2022 and terminate on December 31<sup>st</sup>, 2024, (Three Years). If for any reason “Franklin Township” takes their contracted tons to another Processor other than Omni Recycling LLC. During the agreed contract period, Omni Recycling will hold “Franklin Township” liable for a rebate of \$-50.00/ton for the average tonnage received by Omni Recycling for the contracted duration.

## **7. Limitation of Liability**

In no event shall Seller be liable for special, indirect, incidental or consequential damages arriving out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Buyer's damages exceed the amount of the purchase price of the Goods.

## **8. Indemnification**

The Buyer shall indemnify and hold harmless the “Franklin Township” and their agents, servants, employees or subcontractors from and against all claims, damages, losses, and expenses incurred by Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Buyer, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

### **Force Majeure:**

- a. “Force Majeure” shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this agreement, if such act, event or condition is beyond the reasonable control of the non-performing party or its agents relying thereon, is not the result of the willful or neglect action, inaction or fault of the party relying thereon, and the non-performing party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence , including, without limitation: (1) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood, equipment failure or similar occurrence; (2) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (3) a strike, work slowdown, or similar industrial or labor action; (4) an order or judgment (including without limitation a temporary restraining order, temporary injunction,

preliminary injunction, permanent injunction, or cease and desist order) or other act of federal or state, county or local court, administrative agency or governmental office or body which prevents a party's obligation as contemplated by this agreement; or (5) adoption or change (including a change in interpretation, enforcement or permit requirement) of any federal, state, or local law after the effective date of this agreement, preventing performance of or compliance with the obligations hereunder.

- b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure event, the non-performing party shall (1) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (2) exercise commercially reasonable due diligence to overcome the Force Majeure event; (3) to the extent it is able, continue to perform its obligations under this agreement; and (4) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.
- c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this agreement.

## **9. Affirmative Action**

### 1. State and Federal regulations:

- d. The Buyer attention is directed to Attachment #1, entitled "New Jersey Public Law 1975, c. 127; Procurement or Service Contract, Mandatory Language" which is herein incorporated by reference.
- e. The buyer shall also be bound by all Affirmative Action Regulations, Ordinances, Statues or Laws enacted subsequent to the award of Contract.
- f. Failure to comply with any of the above provisions shall be considered a substantial breach of Contract resulting in a rejection of the Bid or Award.

## **10. Wage and Hour Requirements**

- 1. Unless otherwise provided by law and approved by the Borough Council, the following provisions shall govern the performance of the work on this contract.
- 2. The buyer doing all of the work contemplated by this contract must comply with New Jersey Prevailing Wage Act, N.J.S.A. 34:11-121.25 et seq.
  - a. **Workman to be Paid Prevailing Wage Rates.** Each workman employed in the performance of this contract shall be paid the prevailing wage rate determined by the New Jersey Department of Labor and Industry.
  - b. **Failure to Pay Prevailing Wage Rates.** In the event that any workman employed by the buyer covered by this contract has been paid a rate of wages less than the prevailing wage required to be paid by this contract, the Township may terminate the



buyer's right to proceed with the work, or such part of the work as to which there has been failure to pay required Wages and to prosecute the work to completion or otherwise. The buyer hereunder and his/her sureties shall be liable to the "Elk Township" for any excess cost occasioned thereby.

- c. **Posting Rates:** The buyer engaged in the performance of this contract shall post the prevailing wage rates for each craft and classification involved as determined by current State or Federal regulations, including the effective date of any changes thereof in a prominent and easily accessible place at the site of the work or such place or places as are used by them to pay workmen their wages. A \$1.00 per ton will be added each year to the processing cost due to NJ minimum wage increases.
- d. **Statement of Wages Due:** The buyer involved in the performance of this contract shall file a statement of wages due and comply with the provision of R S 34:11-121.33 prior to any final payment of any moneys due the buyer hereunder.
- e. **Claims:** Where any claim is made that the buyer has failed to pay the prevailing wages or rates as required, the Township may, but shall not be required to, retain such sums of money due the buyer as shall be sufficient to satisfy the said claim if established and proved to the satisfaction of the Law Department.

#### **11. Breach of Contract...Causes for a Breach of Contract**

(1). In addition to those instances specifically referred to in other sections herein contained, the Township shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the Township Council and by facsimile or mailing a certified copy thereof by the Contract Administrator, by certified mail return receipt, to the principal place of business of the buyer, under any one or more of the following circumstances:

- a. If the buyer becomes insolvent.
- b. If the Buyer makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
- c. In the event Buyer fails to commence work in accordance with the specifications
- d. In the event the Buyer shall abandon the work
- e. If the Buyer makes an assignment for the benefit of creditors pursuant to the statutes in case made and provided.
- f. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Buyer.
- g. In the event the Buyer fails to commence work in accordance with the Specifications.
- h. In the event the Buyer shall abandon the work.
- i. In the event the Buyer shall refuse to accept material delivered by the Seller or their collector.
- j. In the event the Buyer shall abandon any portion of the work to be performed under the Specifications.
- k. If the Buyer shall fail to fully, properly, and in good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the Specifications
- l. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Buyer's property, financial affairs or business.

- m. If the Township Council, upon the advice of the Contract Administrator, shall be of the opinion that the buyer is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.
- n. If the Buyer “skims”, “light weights” or otherwise diverts or withholds credit of, or “adds”, “heavy weights” or inflates or otherwise alters or falsifies weights or weight slips of collected recyclables.

**12. Taxes**

In no event shall Seller be responsible for any sales, use, excise or other tax imposed or levied upon the Goods or with respect to the payment of the purchase price for the Goods or the conveyance of title in the Goods to Buyer. In no event shall Buyer be responsible for any tax imposed upon Seller based upon Seller’s income or for the privilege of doing business.

SELLER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BUYER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTACHMENT #1

Procurement and service Contract – Mandatory Language

P. L. 1975, C 127 (N. J. A. C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

The buyer 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, sex, 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, sex, affectional or sexual orientation. 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 buyer 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.

The buyer or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the buyer, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The buyer 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.

The buyer or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The buyer or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N. J. A. C. 17:27-5.2 promulgated by the Treasurer pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N. J. A. C. 17:27-5.2 promulgated by the Treasurer pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time.

The buyer or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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,

sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The buyer 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.

The buyer or subcontractor agrees to review all procedures relating 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The buyer and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

TOWNSHIP OF FRANKLIN  
O-3-22

Ordinance Amending Chapter 190 Buildings Uniform Construction Code

§ 190-1. Enforcing Agency established; subcode officials designated; office location.

A.

There is hereby established in the Township of Franklin a State Uniform Construction Code Enforcing Agency to be known as the "Franklin Township Construction Code Enforcing Agency," consisting of a Construction Code Official, Building Subcode Official, Electrical Subcode Official, Fire Protection Subcode Official, Plumbing Subcode Official, Elevator Subcode Official and such other subcode officials for such additional subcodes as the Commissioner of the Department of Community Affairs, State of New Jersey, shall hereafter adopt as part of the State Uniform Construction Code. The Construction Code Official shall be the chief administrator of the Enforcing Agency.

B.

Each official position created in Subsection A hereof shall be filled by a person qualified for such position pursuant to P.L. 1975, c. 217, as amended, and N.J.A.C. 5:23, provided that, in lieu of any particular subcode official, an on-site inspection agent may be retained by contract pursuant to N.J.A.C. 5:23. More than one such official position may be held by the same person, provided that such person is qualified pursuant to P.L. 1975, c. 217, and N.J.A.C. 5:23 to hold each such position.

C.

The public shall have the right to do business with the Enforcing Agency at the office location except for emergencies and unforeseen or unavoidable circumstances. Upon the enactment date of this article, the Township Clerk shall post in his office and publish, in an official newspaper of the Township, notice of the location of the Franklin Township Construction Code Enforcing Agency, together with, upon adoption of, a designating resolution by the Township Council of the names, addresses and business telephone numbers of the code offices and all subcode officials or their duly appointed designees.

D.

Central permit office. The Township of Franklin shall establish a central permit office under the direction and supervision of the Township Construction Code Official, which office shall be at the same location as the Franklin Township Construction Code Enforcing Agency. This office shall receive applications for construction permits and plan review; issue construction permits and certificates of occupancy; collect fees, penalties and fines; and issue notices and orders. The office shall be open during normal business hours at times to be determined by the Township. These times shall be posted in a conspicuous place and shall be comparable with the amount of construction activity in the Township. Nothing herein shall prevent the Township from establishing branch offices, but the public shall not, unless in the case of an emergency or unforeseen or unavoidable circumstances, be required to do business except at the central office.

E.

Notice to start. At least 24 hours' notice of the start of work under a construction permit shall be given to the Construction Code Official.

§ 190-2 Construction permit fees.

A.

Plan review. The fee for plan review, computed as a percentage of the fee for a construction permit, shall be paid at the time of application for a permit. The amount of this fee shall then be deducted from the amount of the fee due for a construction permit when the permit is issued. At the enforcing agency's discretion plan review fees may be collected at time of permit issuance. Plan review fees are not refundable. All fees are established pursuant to

N.J.A.C. 5:23-4.18(b). Plan review fees shall be not less than 5% nor more than 25% of the amount charged for the construction permit. Plan review fees for prototype plans shall be 20%. All amounts paid are to be rounded to the nearest dollar.

B

(1)

The basic construction fee shall be the sum of the parts computed on the basis of the volume or cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and devices and the number of sprinklers, standpipes and detectors (smoke and heat) at the unit rates provided herein, plus any special fees. The minimum fee for a basic construction permit covering any or all of building, plumbing, electrical or fire protection work shall be \$75.

(a)

Building volume or cost. The fees for new construction or alteration are as follows:

[1]

Fees for new construction shall be based upon the cubic footage of the structure. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The new construction fee shall be in the amount of \$0.038 per cubic foot of volume. The unit rate for large, open-volume buildings such as barns, silos, greenhouses, warehouses, distribution centers and other agricultural, recreational and storage-use buildings shall be \$0.024 per cubic foot of volume, maximum fee \$1,602.

[2]

Fees for renovations, alterations and repairs or on-site construction, associated pre-engineered systems of commercial farm buildings, pre-engineered systems of commercial farm buildings, premanufactured construction and the external utility connections for premanufactured construction and nonresidential fences over six feet in height shall be based upon the estimated cost of the work. The fee shall be in the amount of \$34 per \$1,000. The fee for reroofing of use group R-5 shall not exceed \$75. The fee for re-siding of use group R-5 shall not exceed \$75. For the purpose of determining estimated cost, the applicant shall submit to the enforcing agency such cost data as may be available produced by the architect or engineer of record or by a recognized estimating firm or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The enforcing agency shall make the final decision regarding estimated cost.

[3]

Fees for additions shall be computed on the same basis as for new construction for the added portion.

[4]

Fees for combination renovations and additions shall be computed as the sum of the fees computed separately in accordance with Subsection C(1)(a)[2] and [3] above.

[5]

The fee for tents in excess of 900 square feet or more than 30 feet in any dimension shall be \$129.

[6]

The fee for residential fences over six feet in height, or used as a pool barrier, shall be \$50.

[7]

The fee for in-ground pools shall be \$150 up to 550 square feet and \$210 for over 550 square feet.

[8]

The fee for above-ground pools shall be \$100 up to 550 square feet and \$140 for over 550 square feet.

[9]

The fee for tank removal shall be \$50.

[10]

The fee for complete masonry fireplaces shall be \$100.

[11]

The fee for wood-burning stoves and similar devices shall be \$50.

[12]

The fee for structural towers shall be \$150.

[13]

The fee for retaining walls greater than 550 square feet associated with a Class III structure shall be \$210. The fee for retaining walls with a surface area 550 square feet or less associated with a Class III structure shall be \$106. The fee for retaining walls in other than Class III structures shall be based on cost of construction.

[14]

In addition to the fees set forth in Subsection **C(1)(a)[1]** through **[13]** above, there shall be added a fee in the amount of \$0.00334 per cubic foot of volume of new buildings and additions and a fee in the amount of \$1.70 per \$1,000 of value of consideration for all other construction in accordance with N.J.A.C. 5:23-4.19(b), known as the "state training fee." All volume shall be computed in accordance with N.J.A.C. 5:23-2.28.

(b)

Plumbing fixtures and equipment. The fees shall be as follows:

[1]

The fee shall be \$15 per fixture, piece of equipment or appliance connected to the plumbing system, and for each appliance connected to gas piping or an oil piping system except as listed in Subsection **C(1)(b)[2]** below.

[2]

The fee shall be \$91 per special device for the following: grease traps, oil separators, water-cooled air-conditioning units, water connections, sewer connections, refrigeration units, utility service connections, backflow preventers, steam boilers, hot-water boilers (excluding those for domestic water heating), gas piping, gas service entrances, active solar systems, sewer pumps, interceptors and LP gas cylinder, sump pump and pressure booster pump.

[3]

The fee for a LP fuel pipe other than heaters shall be \$91, as stated above.

[4]

The fee for a lawn sprinkler shall be \$40.

[5]

The fee for a swimming pool heater, including the gas piping, shall be \$75.

[6]

The fee for a tank installs LPG shall be \$91, as stated above.

[7]

The fee for annual reinspection for all backflow preventer devices that are designed to be field tested and isolate cross-connections between water supply and contaminants shall be \$75.

[8]

The fee for a visual inspection by the Plumbing Subcode Official to determine if a backflow preventer device is located on site, prior to annual certification, shall be \$75.

[9]

Mechanical inspections performed by a plumbing inspector *Shall be \$15.00 for water heater, oil and gas connections. The fee shall be \$91.00 per special devices for the following steam boiler, hot water boiler, hot air furnace, oil tank, LPG tank, fire place, generator, other.*

(c)

Electrical fixtures and devices.

[1]

For from one to 50 receptacles or fixtures, the fee shall be in the amount of \$75; and for each 25 receptacles or fixtures in addition to this, the fee shall be in the amount of \$15. For the purpose of computing this fee, receptacles or fixtures shall include lighting outlets, wall switches, fluorescent fixtures, convenience receptacles, smoke and heat detectors or similar fixtures and motors or devices of less than or equal to one horsepower or one kilowatt.

[2]

For each motor or electrical device greater than one horsepower and less than or equal to 10 horsepower and for transformers and generators greater than one kilowatt and less than or equal to 10 kilowatts, the fees shall be \$20.

[3]

For each motor or electrical device greater than 10 horsepower and less than or equal to 50 horsepower, for each service panel, service entrance or subpanel less than or equal to 200

amperes and for all transformers and generators greater than 10 kilowatts and less than or equal to 45 kilowatts, the fee shall be \$65.

[4]

For each motor or electrical device greater than 50 horsepower and less than or equal to 100 horsepower, for each service panel, service entrance or subpanel greater than 200 amperes and less than or equal to 1,000 amperes and for transformers and generators greater than 45 kilowatts and less than or equal to 112.5 kilowatts, the fee shall be \$150.

[5]

For each motor or electrical device greater than 100 horsepower, for each service panel, service entrance or subpanel greater than 1,000 amperes and for each transformer or generator greater than 112.5 kilowatts, the fee shall be \$640.

[6]

For the purpose of computing these fees, all motors except those in plug-in appliances shall be counted, including control equipment, generators, transformers and all heating, cooking or other devices consuming or generating electrical current.

[7]

The fee for in-ground swimming pool bonding shall be \$90. The fee for above-ground swimming pool bonding shall be \$60.

[8]

The fee for annual reinspection for pools, spas and hot tubs shall be \$75. Additional pools on same property shall be \$50 each.

[9]

The fee for fire or burglar or security alarm systems or intercom systems or central vac systems shall be \$50.

[10]

The fee for an A/C unit shall be \$50. The fee for an electric range shall be \$50. The fee for a garbage disposal shall be \$15. The fee for a central heater, gas or oil, shall be \$50. The fee for each light standard shall be \$10, with a minimum fee of \$50. The fee for a dishwasher shall be \$15. The fee for a hydromassage tub shall be \$15. The fee for a spa/hot tub shall be \$50. The fee for an electric water heater shall be \$50. The fee for a rain sensor for a sprinkler system shall be \$25. The fee for replacement of electric heating, cooling and kitchen cooking equipment in R-2, R-3 or R-5 shall be \$30 per appliance.

[11]

The fee for photovoltaic systems shall be based on the designated kilowatt rating of the solar photovoltaic system as follows: one to 50 kilowatts, the fee shall be \$65; 51 to 100 kilowatts, the fee shall be \$129; and greater than 100 kilowatts, the fee shall be \$640.

*{12} Solar for use groups R, B, M shall be a flat fee of \$300.00.*

(d)

Fire protection and other hazardous equipment; sprinklers, standpipes, detectors (smoke and heat), pre-engineered suppression systems, gas- and oil-fired appliances not connected to the plumbing system, kitchen exhaust systems, incinerators and crematoriums.

[1]

The fee for 20 or fewer sprinkler heads shall be \$90; for 21 to 100 sprinkler heads, the fee shall be \$168; for 101 to 200 sprinkler heads, the fee shall be \$321; for 201 to 400 sprinkler heads, the fee shall be \$831; for 401 to 1,000 sprinkler heads, the fee shall be \$1,150; and for over 1,000 sprinkler heads, the fee shall be \$1,469. The fee for 12 or fewer smoke detectors shall be \$50; the fee for each additional 25 smoke detectors shall be \$17. In computing fees for heads and detectors, the number of each shall be counted separately and two fees, one for heads and one for detectors, shall be charged.

[2]

The fee for each standpipe shall be \$321.

[3]

The fee for each independent pre-engineered system shall be \$129.



[4]

The fee for each gas- or oil-fired appliance which is not connected to the plumbing system shall be \$65.

[5]

The fee for each kitchen exhaust system shall be \$65.

[6]

The fee for each incinerator shall be \$511.

[7]

The fee for each crematorium shall be \$511.

[8]

The fee for a fire pump shall be \$100.

[9]

The fee for a metal chimney shall be \$100.

[10]

The fee for a wood-burning stove shall be \$100. The fee for a fireplace shall be \$100.

[11]

The fee for a smoke control system shall be \$150.

[12]

The fee for a tank install (combustible, flammable) shall be \$100.

(2)

Certificates and other permits. The fees are as follows:

(a)

The fee for a demolition or removal permit shall be \$92 for a structure less than 5,000 square feet in area and less than 30 feet in height, for one- and two-family dwellings (group R-3 or R-5 of the building subcode), structures on farms, including commercial farm buildings under N.J.A.C. 5:23-3.2(d), and \$168 for all other groups.

(b)

The fee for a permit to construct a sign shall be \$75.

(c)

*The fee for a certificate of occupancy for new construction shall be 10% of the total permit fee and the fee for a continued certificate of occupancy for a residential property shall be \$168, and \$250 when work has been performed without a construction permit.*

(d)

The fee for a business certificate of occupancy granted pursuant to a change of use group shall be \$250.

(e)

The fee for a business certificate of continued occupancy shall be \$168 (no change in use group). The fee for a certificate of continued occupancy within a covered mall building shall be \$50.

(f)

The fee for the first temporary certificate of occupancy (60 days) shall be \$30. The fee for the first thirty-day extension to a temporary certificate of occupancy shall be \$30. The fee for the second thirty-day extension to a temporary certificate of occupancy shall be \$30. The exception fee is \$0 for a temporary certificate at first issuance provided the certificate fee is paid on time.

(g)

The fee for plan review of a building for compliance under the alternate systems and nondepletable energy source provisions of the energy subcode shall be \$393 for one- and two-family homes and for light commercial structures having the indoor temperature controlled from a single point and \$1,915 for all other structures.

(h)

The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be \$821 for Class I structures and \$168 for Class II and Class III structures.

(I)

The fee for a permit for lead hazard abatement work shall be \$196. The fee for a lead abatement clearance certificate shall be \$40.

(3)

Annual permits. The fee to be charged for an annual construction permit shall be charged annually. This fee shall be a flat fee based upon the number of maintenance workers who are employed by the facility and who are primarily engaged in work that is governed by a subcode. Managers, engineers and clericals shall not be considered maintenance workers for the purpose of establishing the annual construction permit fee. Annual permits may be issued for building/fire protection, electrical and plumbing work. Fees shall be as follows:

(a)

One to 25 workers, including foreman: \$933 per worker; each additional worker over 25: \$329 per worker.

(b)

Prior to the issuance of the annual permit, a training registration fee of \$196 per subcode and a list of at least one, but not more than three, individuals to be trained per subcode shall be submitted by the applicant to the Municipal Construction Official, who shall forward the fee and list to the Department of Community Affairs, Bureau of Code Services, Training Section along with a copy of the construction permit (Form F-170C). Checks shall be made payable to "Treasurer, State of New Jersey." The Department shall register these individuals and notify them of the courses being offered.

D.

For those construction permit fees not specifically designated by this article or established by rules and regulations of the Construction Code Official in the manner hereinafter established for the adoption of other fee schedules, each such fee is established in the regulations of the Department of Community Affairs (Title 5, Chapter **23**, of the New Jersey Administrative Code, presently or as hereafter amended), and those fees set forth within the regulations shall be applied in determining the construction permit fee.

E.

Other fee schedules. When required, the Construction Code Official shall cause to be prepared a schedule of fees for those subcode permits and inspections not set forth in Subsections **A** and **B** hereof, which schedule of proposed fees shall be forwarded to the Township Council. The Township Council shall then be required to authorize the publication of the proposed fee schedule(s) in an official newspaper of the Township and designate within that notice a time and place for public hearing on the proposed schedule(s). A copy of the proposed fee schedule(s) subsequent to the Township Council's authorization for public hearing, but at least five days prior thereto, shall be posted in the office of the Township Clerk for public inspection. Subsequent to public hearing on the proposed fee schedule(s), the Township Council may modify, adopt or reject, in whole or in part, the proposed fee schedule(s). The fee schedule finally adopted and confirmed by the action of the Township Council shall then be published by the Township Clerk in an official Township publication. Three copies of the fee schedule as adopted shall be kept in the office of the Construction Code Official, the subcode official affected, if any, and the Township Clerk. Amendments, modifications or repeal of any fee schedule so adopted pursuant to the provisions of this section, unless established by ordinance, shall be made in the same manner provided in this section.

F.

Waiver of construction surcharges or fees. No person shall be charged a construction permit surcharge fee or enforcement agency fee for any construction, reconstruction, alteration or improvement designed and undertaken solely to promote accessibility by disabled persons to an existing public or private structure or any of the facilities contained therein. It is further provided that a disabled person, or a parent or sibling of a disabled person, shall not be required to pay any municipal fee or charge in order to secure a construction permit for any construction, reconstruction, alteration or improvement which promotes accessibility to his/her own living unit. For the purposes of this subsection, "disabled persons" are defined pursuant to N.J.A.C. 52:27D-126e. The determination of disability and necessity shall be decided by the governing body.

G.

The fee for development-wide inspection of homes after issuance of a certificate of occupancy ordered pursuant to N.J.A.C. 5:23-2.35 shall follow the guidelines found in 5:23-4.17(d)4 and 5:23-4.18.

§ 190-3 Preparation of biannual report.

The Construction Code Official shall, with the advice of the subcode officials, prepare and submit to the Franklin Township Committee biannually, a report recommending a fee schedule based on the operating expenses of the Agency and any other expenses of the Township fairly attributable to the enforcement of the State Uniform Construction Code Act.

§ 190-4 Collection of surcharge fee.

A.

In order to provide for the training and certification and technical support programs required by the Act, an enforcing agency, including the Department when acting as the local agency, shall collect a surcharge fee to be based upon the volume of new construction within the municipality. Said fee shall be accounted for and forwarded to the Bureau of Regulatory Affairs in the manner herein provided.

B.

Amount. This fee shall be in the amount of *\$0.00371* per cubic foot volume of new buildings and additions. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The fee for all other construction shall be *\$1.90* per \$1,000 of value of construction.

(1)

No fee shall be collected for pre-engineered systems of commercial farm buildings.

(2)

No fee shall be collected for permits to perform asbestos abatement or lead abatement.

C.

Remitting and reporting. The municipality shall remit fees to the Bureau on a quarterly basis, in conjunction with report number R-840B State Training Fee Report in accordance with N.J.A.C. 5:23-4.5(e). Fees remitted shall be for the quarter. Checks shall be made payable to "Treasurer, State of New Jersey."

§ 190-5 Applications for permits; expiration and cancellation of permits.

A.

The Franklin Township Construction Code Enforcing Agency shall examine each application for a construction permit. If the application conforms with this article, it shall approve the application and shall issue a construction permit to the applicant. Every application for a construction permit shall be granted, in whole or in part, or denied within 20 business days. If the application is denied in whole or in part, the Franklin Township Construction Code Enforcing Agency shall set forth the reasons therefor in writing. If the Franklin Township Construction Code Enforcing Agency fails to grant, in whole or in part, or deny any application for a construction permit within the period of time prescribed herein, such failure shall be deemed a denial of the application for purposes of an appeal to the Gloucester County Construction Board of Appeals unless such period of time has been extended with the consent of the applicant. The Franklin Township Construction Code Enforcing Agency may approve changes in plans, and specifications when so changed do not require site plan approval. Except as otherwise provided in this article, the construction or alteration of a building or structure shall not be commenced until a construction permit has been issued. The construction of a building or structure shall be in compliance with the approved application for a construction permit and all conditions of site plan approval, if required.

B.

A construction permit issued in accordance with Subsection A, pursuant to which no construction has been undertaken within one year from the time of issuance, or if construction ceases for a period of six months, the permit shall expire. The Franklin Township Construction Code Enforcing Agency may suspend, revoke or cancel a construction permit in case of neglect or failure to comply with the provisions of this article or the code, or upon

finding by it that a false statement or representation has been made in the application for the construction permit.

§ 190-6 Inspections; right of entry; stop-construction orders; house numbers.

A.

The Franklin Township Construction Code Enforcing Agency shall periodically inspect all construction undertaken pursuant to the construction permit issued by it to ensure that the construction or alteration is performed in accordance with law and with the conditions of the construction permit.

B.

The owner of any premises upon which a building or structure is being constructed shall be deemed to have consented to the inspection by the Franklin Township Construction Code Enforcing Agency of the entire premises and of any and all construction being performed on it until a certificate of occupancy has been issued. An inspector, or team of inspectors, on presentation of proper credentials, shall have the right to enter and inspect such premises and any and all construction thereon, for purposes of ensuring compliance with the provisions of the applicable construction permit and other applicable laws and regulations. All inspections pursuant to this article shall be between the hours of 9:00 am. and 5:00 p.m.; however, those inspections may be conducted at other times if the Franklin Township Construction Code Enforcing Agency has reasonable cause to believe that an immediate danger to life, limb or property exists or if permission is given by an owner or his agent, architect, engineer or builder. No person shall accompany an inspector or team of inspectors on any inspection pursuant to this article unless his presence is necessary for the enforcement of this article or the Act (P.L. 1975, c. 217) and regulations adopted pursuant thereto (N.J.A.C. 5:23) or unless consent is given by an owner or his agent, architect, engineer or builder.

C.

If the construction of a structure or building is being undertaken contrary to the provisions of a construction permit, this article or other applicable laws or ordinances, the Franklin Township Construction Code Enforcing Agency may issue a stop-construction order in writing, which order shall state the conditions upon which construction may be resumed and which shall be given to the owner or the holder of the construction permit or to the person performing the construction. If the person doing the construction is not known or cannot be located with reasonable effort, the notice may be delivered to the person in charge of, or apparently in charge of, the construction. No person shall continue or cause or allow to be continued the construction of a building or structure in violation of a stop-construction order, except with the permission of the Franklin Township Construction Code Enforcing Agency to abate a dangerous condition or remove a violation or except by court order. If an order to stop construction is not obeyed, the Franklin Township Construction Code Enforcing Agency may apply to the appropriate court as otherwise established by law for an order enjoining the violation of the stop-construction order. The remedy for violation of such an order provided in this subsection shall be in addition to, and not in limitation of, any other remedies provided by law or ordinance.

D.

Neither an appeal to the Gloucester County Construction Board of Appeals nor an appeal to the Department of Community Affairs nor an appeal to a court of competent jurisdiction shall automatically stay any order to stop construction issued pursuant to this article or prevent the seeking of an order in a court of competent jurisdiction to enjoin the violation of a stop-construction order.

E.

The owner or occupant of every parcel of real property in the Township of Franklin upon which is located a home, store, business or any other use or building shall, within 90 days from the adoption of this article, attach upon his mailbox, the front of the house or at some other place that is visible from the road, house numerals signifying the street address of the parcel of land upon which said structure is located. Each numeral shall have a minimum height of three inches and a minimum width of two inches. The numbers shall be affixed in a manner to permit the same to be observable from the street or curb line of said property.

§ 190-7 Indemnity bonds.

In connection with the provisions of this article and the State Uniform Construction Code hereby established and adopted as a part hereof, the following indemnity bonds shall be posted in respect to each specific section hereinafter cited, which sections are hereby amended to read as follows:

A.

Wrecking bonds. The owner or person to whom a permit has been issued to wreck or demolish a building shall provide a bond in the amount of \$5,000 which shall require the completion of the work, the clearing and filling-in of the site and which will protect and indemnify the municipality against loss or damage

B.

Moving bonds. The owner of a building to be moved shall furnish a bond in the amount of \$1,000 which shall require the completion of work and the restoration of the site as provided by this article and the State Uniform Construction Code and protect and indemnify the Township against loss or damage.

C.

Modification of performance guaranty indemnity bonds. Where required, the Construction Code Official may require each owner or person required to post bond in such amount in excess of that required in Subsections A and B hereof, and the Construction Code Official may accept, in lieu of bond, cash or such other security approved by the Township Attorney.

§ 190-8 Statutory authorization; conflicting provisions.

This article is adopted pursuant to the provisions of the State Uniform Construction Code Act, Chapter 217, Laws of New Jersey 1975 (N.J.S.A. 52:27D-119 et seq.), and state regulations implementing said Act (N.J.A.C. 5:23). In the event of any ambiguities, inconsistencies or conflicts between the terms and provisions of this article of this chapter of the Monroe Township Code and the State Uniform Construction Code Act and state regulations aforesaid, the provisions set forth and the standards established in the Act and regulations shall apply.

§ 190-8 Violations and penalties.

A.

The following shall be subject to a penalty of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both: any person or corporation, including an officer, director or employee of a corporation, who:

(1)

Violates any of the provisions of this article.

(2)

Constructs a structure or building in violation of a condition of a building permit.

(3)

Fails to comply with any order issued by the Franklin Township Construction Code Enforcing Agency or its designee.

(4)

Makes a false or misleading written statement or omits any required information or statement in any application or request for approval to the Franklin Township Construction Code Enforcing Agency or its designees, or any agency or board of the Township.

B.

Anyone who knowingly refuses entry or access to an inspector lawfully authorized to inspect any premises, building or structure pursuant to this article or who unreasonably interferes with such an inspection shall be subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both.

C.

With respect to Subsection A(3) of this section, a person shall be guilty of a separate offense for each day that he fails to comply with a stop-construction order validly issued by the Franklin Township Uniform Construction Code Enforcing Agency or its designees, and any other agency or department authorized by law, and for each week that he fails to comply with any other order validly issued by the Franklin Township Construction Code Enforcing

Agency or its designees, or other agency or department. With respect to Subsection **A(1)** and **(4)** of this section, a person shall be guilty of a separate offense for each violation of any provision of this article and for each false or misleading written statement or omission of required information or statement made in any application or request for approval to the Franklin Township Uniform Construction Code Enforcing Agency or its designees, or other agency or department authorized by law. With respect to Subsection **A (2)** of the section, a person shall be guilty of a separate offense for each violation of the conditions of a construction permit.

D.

All penalties hereunder may be collected in a summary proceeding pursuant to the Penalty Enforcement Law (N.J.S.A 2A:58-1 et seq.).

ATTEST:

TOWNSHIP OF FRANKLIN

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Barbara Freijomil, Clerk

-----  
John Bruno, Mayor

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do here certify that the foregoing Ordinance was introduced at the Regular Meeting of the Township of Franklin held on January 25, 2022 and thereafter duly advertised in the legal newspaper of the Township at least seven (7) days prior to it being considered for final passage and adoption at a subsequent meeting to be held on February 8, 2022 at which time any person interested therein will be given an opportunity to be heard.

-----  
Barbara Freijomil, Municipal Clerk

Introduced January 25, 2022

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Doyle</u>				
<u>Deegan</u>				
<u>Petsch-Wilson</u>				
<u>Flaim</u>				
<u>Bruno</u>				

Adopted February 8, 2022

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Doyle</u>				
<u>Deegan</u>				
<u>Petsch-Wilson</u>				
<u>Flaim</u>				
<u>Bruno</u>				