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

5. Motion To Approve Correspondence And Reports

6. Motion To Approve Minutes

7. Motion To Approve Bill List

8. Optional Items

8.I. Motion To Approve Food Handling License And Auto Amusement

9. Resolutions

9.I. Resolutions

Documents:

[RESOLUTION 085-21 RELEASE PREMIUM BID MONEY \(PDF\).PDF](#)

[RESOLUTION 086-21 CORRECTIVE ACTION 2019 \(PDF\).PDF](#)

[RESOLUTION 087-21 SETTING MEETING DATES NEWSPAPERS AMENDED \(PDF\).PDF](#)

[RESOLUTION 088-21 CLOSED SESSION \(PDF\).PDF](#)

[RESOLUTION 089-21 EXEMPT 405 18 \(PDF\).PDF](#)

[RESOLUTION 090-21 PATRICK HEGARTY CONTRACT \(PDF\).PDF](#)

[RESOLUTION 090-21 PATRICK HEGARTY RESO \(PDF\).PDF](#)

[RESOLUTION 091-21 SRO AGREEMENT - FT - 2021-2022 \(PDF\).PDF](#)

[RESOLUTION 091-21 SRO AGREEMENT-FRANKLIN TOWNSHIP SCHOOLS \(PDF\).PDF](#)

[RESOLUTION 092-21 TAX SALE AUCTION GREENWAYS \(PDF\).PDF](#)

[RESOLUTION 093-21 BRESCIA-REYES FMLA \(PDF\).PDF](#)

[RESOLUTION 094-21 AUTH C.M.E TO PROCEED WITH 2021 OPERATION](#)

MAIN AND MONITORING SVC FRANKLIN TWP SANITARY LANDFILL
(PDF).PDF

9.I.i. Additional Resolutions

Documents:

RESOLUTION 096-21 APPROVING SHARED SERVICES AGRMT
ACCEPTING LEAP GRANT (PDF).PDF
RESOLUTION 096-21 SHARED SERVICES AGREEMENT RE LEAP
GRANT - REVISED 5.25.21 (PDF).PDF
RESOLUTION 095-21 EMERGENCY TEMPORARY RESOLUTION
(PDF).PDF
RESOLUTION 095-21 EMERG TEMP BUDGET WORKSHEET (PDF).PDF

10. Ordinances

10.I. Introduction Of Ordinance - Public Hearing Will Be July 13, 2021

Documents:

ORDINANCE 09-21 ACCEPTANCE OF STORMWATER IMPROVEMENT AND
ACCEPTING OF PROPOSED LOTS 13.01 AND 12.01 (PDF).PDF

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

12. Administrator/Departmental Reports

12.I. Motion To Go Into Closed Session

13. Adjourn

TOWNSHIP OF FRANKLIN
R-85-2021

**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 foreclosures there is premium bid money to be turned over to the Township of Franklin; and

Block	Lot	Address	Amount	Reason	Certificate
401	15	2297 Stanton Ave	\$2,100.00	Foreclosure	19000005
6001	11	2166 Dutch Mill Road	\$5,800.00	Foreclosure	17-00129
1903	58	1478 Fries Mill Road	\$12,100.00	Foreclosure	19000015

WHEREAS, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, \$20,000.00 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, May 25, 2021

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, May 25, 2021 .

BARBARA FREIJOMIL, MUNICIPAL CLERK

**TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-86-21**

**RESOLUTION AUTHORIZING THE ADOPTION
OF A CORRECTIVE ACTION PLAN**

WHEREAS, the 2019 Annual Audit of the Township of Franklin, conducted by Holman, Frenia, Allison, P.C. contained recommendations requiring actions; and

WHEREAS, the recommendations have been reviewed by the Township's Chief Financial Officer; and

WHEREAS, the Chief Financial Officer, in accordance with the requirements promulgated by the New Jersey Division of Local Government Services, has developed a plan to address the recommendations listed by the auditor;

NOW THEREFORE BE IT RESOLVED by the Mayor and Committee of the Township of Franklin, County of Gloucester, State of NJ, that the Corrective Action Plan for the 2018 Annual Audit, hereto attached, is hereby approved and accepted; and

BE IT FURTHER RESOLVED, that the Municipal Clerk is hereby directed to transmit a certified copy of this resolution and its attachments to the New Jersey Division of Local Government Services.

ADOPTED at a meeting of the Township Committee of the Township of Franklin held on June 8, 2021.

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, June 8, 2021.

Barbara Freijomil, Clerk

FRANKLIN TOWNSHIP
COUNTY OF GLOUCESTER
STATUTORY AUDIT 2019
CORRECTIVE ACTION PLAN

Auditor's Finding:

2019-1 The Township's Current Fund and Grant Fund Statements of Expenditures reflect over-expenditures of budget appropriations.

Auditor's Recommendation:

That the Township should only expend funds as appropriated (N.J.S.A. 40A:4-57).

Chief Financial Officer's Correction Action Plan:

We recognize the significance of the issues and will be making significant changes to the personnel to correct the issues i.e. Administrator & CFO.

Auditor's Finding:

2019-2 Closing and adjusting entries are not being properly posted in the Township's general ledger accounting system for the Current Fund.

Auditor's Recommendation:

That the client posts all adjusting & closing entries to the general ledger at the end for the Current Fund.

Chief Financial Officer's Correction Action Plan:

We recognize the significance of the issues and will be making significant changes to the personnel to correct the issues i.e. Administrator & CFO.

Auditor's Finding:

2019-3 During our audit we noted that general and subsidiary ledgers and bank reconciliations were not accurately or timely maintained by the Township.

Auditor's Recommendation:

That the Township maintain accurate & timely general & subsidiary ledgers & bank reconciliations.

Chief Financial Officer's Correction Action Plan:

We recognize the significance of the issues and will be making significant changes to the personnel to correct the issues i.e. Administrator & CFO.

Auditor's Finding:

2019-4 During our audit we noted various transactions during the year that did not have proper supporting documentation.

Auditor's Recommendation:

That the Township obtain proper approval & supporting documentation for all financial transactions.

Chief Financial Officer's Correction Action Plan:

We recognize the significance of the issues and will be making significant changes to the personnel to correct the issues i.e. Administrator & CFO.

Auditor's Finding:

2019-5 During our audit we noted various interfunds still open at the end of the year.

Auditor's Recommendation:

That the Township take all efforts to make sure interfunds are returned by the end of the year.

Chief Financial Officer's Correction Action Plan:

All personnel actions were taken in 2020. Staff is now working to address these issues and weaknesses.

Auditor's Finding:

2019-6 The Township did not maintain a fixed asset accounting system for land and building in accordance with N.J.A.C. 5:30-5.6.

Auditor's Recommendation:

That internal control policies and procedures should be developed to properly maintain the general fixed assets accounting system in accordance with N.J.A.C. 5:30-5.6.

Chief Financial Officer's Correction Action Plan:

All personnel actions were taken in 2020. Staff is now working to address these issues and weaknesses.

**TOWNSHIP OF FRANKLIN
R-087-2021**

RESOLUTION AMENDING REGULAR MEETINGS OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF FRANKLIN FOR THE YEAR 2021, AUTHORIZING AND DIRECTING THE CLERK OF THE TOWNSHIP OF FRANKLIN TO POST AND FILE A SCHEDULE OF ALL MEETINGS AS REQUIRED BY THE OPEN PUBLIC MEETINGS ACT OF 1975; DESIGNATING CERTAIN NEWSPAPERS TO RECEIVE NOTICES OF MEETINGS AS REQUIRED UNDER THE OPEN PUBLIC MEETINGS ACT, AND DESIGNATING THE SOUTH JERSEY TIMES AND THE COURIER POST AS THE OFFICIAL NEWSPAPERS

WHEREAS, the Open Public Meetings Act of 1975 requires that a schedule of regular meetings of the Township Committee be annually posted and maintained in one public place reserved for public documents, and requires that said annual notice be filed and maintained by the Clerk of the Township of Franklin; and

WHEREAS, Section 3 of the Open Public Meetings Act requires that certain notices of meetings be submitted to at least two newspapers, one of which shall be the official newspaper and the second newspaper which has the greatest likelihood of informing the citizens of the Township of Franklin; and

WHEREAS, the Open Public Meetings Act of 1975 requires that notice of any meeting of the Township Committee not provided for on the annual schedule must be (1) posted in at least one public place reserved for public announcements; (2) mailed, telephoned, e-mailed or hand-delivered to at least two newspapers designated by the public body; and (3) filed with the Clerk of the municipality.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that:

1. The second and fourth Tuesday (unless otherwise noted) of each month are hereby designated as the regular meeting nights for the Township Committee of the Township of Franklin, and a schedule designating the dates and times of each meeting is annexed hereto.

2. The Clerk of the Township of Franklin is hereby authorized and directed to post and maintain posted on the official bulletin board located in the Municipal Building, 1571 Delsea Drive, Franklin Township, New Jersey, a copy of the attached schedule of regular meetings of the Township Committee for the year 2021; and to file a copy of said schedule in the office of the Township Clerk.

3. Written notice of the date, time, place and agenda of any special meeting, rescheduled meeting, hearing or other meeting of the Township Committee not provided for in the attached schedule, as required by the Open Public Meetings Act, shall be posted by the Township of Franklin on the official bulletin board and filed and maintained in the office of the Township Clerk.

4. The South Jersey Times and the Courier Post are hereby designated as the official newspapers of the Township of Franklin and the Township Clerk is hereby authorized and directed to send the attached schedule to the offices of said newspapers and to provide notices of all other meetings of the Township Committee in accordance with the provisions of the Open Public Meetings Act.

ADOPTED, at the Reorganization Meeting of the Township Committee of the Township of Franklin on May 25, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Municipal Clerk

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 May 25, 2021.

Barbara Freijomil, Municipal Clerk

2021 REGULAR MEETING SCHEDULE

**TOWNSHIP OF FRANKLIN
MUNICIPAL BUILDING
1571 DELSEA DRIVE
FRANKLINVILLE, NJ 08322**

TOWNSHIP COMMITTEE MEETINGS

Second (2nd) and Fourth (4th) Tuesday of Each Month Except as Noted

January 12, 2021
January 26, 2021
February 9, 2021
February 23, 2021
March 9, 2021
March 23, 2021
April 13, 2021
April 27, 2021
May 11, 2021
May 25, 2021
June 7, 2021 (Monday) ***
June 22, 2021 CANCELLED
July 13, 2021
July 27, 2021 CANCELLED
August 10, 2021
August 24, 2021 CANCELLED
September 14, 2021
September 28, 2021
October 12, 2021
October 26, 2021
November 9, 2021
November 23, 2021
December 14, 2021
December 28, 2021 at 5 PM
Reorganization January 1, 2022 at 1 PM

Regular Township Committee Meetings begin at 7:30 PM

TOWNSHIP OF FRANKLIN
R-88-21

**RESOLUTION AUTHORIZING A CLOSED EXECUTIVE MEETING
FOR THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF FRANKLIN**

WHEREAS, N.J.S.A. 10:4-6 "Open Public Meetings Acts" of the State of New Jersey, generally requires that all matters of public bodies be opened to the public; and

WHEREAS, the "Act" also provides that a public body may be excluded from a public meeting in which it will discuss various specific subjects, as enumerated in the "Act" N.J.S.A. 10:4-12 Paragraph B-6.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Franklin, in the County of Gloucester, State of New Jersey, that:

1. The Township Committee of the Township of Franklin shall hold a closed meeting to which the public shall not be admitted on April 27, 2021.
2. The general nature of the subjects to be discussed is: Litigation: pending litigation matters NJSA 10:4-12(b)(7) COAH
3. The minutes of said closed meeting may be disclosed to the public at such time when the above matters have been resolved to the extent allowed by law.

ADOPTED at a meeting of the Township Committee of the Township of Franklin held on May 25, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Clerk

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 May 25, 2021.

Barbara Freijomil, Clerk

**TOWNSHIP OF FRANKLIN
R-89-2021**

RESOLUTION AUTHORIZING THE TAX COLLECTOR AND CHIEF FINANCIAL OFFICER TO GRANT TAX EXEMPTION FOR A TOTALLY DISABLED VETERAN

WHEREAS, Cynthia Johnson, who resides at 4594 Tuckahoe Road in the Township of Franklin, County of Gloucester, New Jersey, also known as Block 405 Lot 18, was granted 100% Totally Disabled Veterans Exemption as of April 30, 2021 accordance with the provisions of N.J.S.A. 54:4-3.30; and

WHEREAS, upon the printing of the Tax Duplicate, the property knowns as Block 405 Lot 18 listed as Property Class 2 and taxes were assessed, and

BE IT FURTHER RESOLVED, that the taxes assessed to Cynthia Johnson residing at 4594 Tuckahoe Road also known as Block 405 Lot 18 in the amount of \$235.95 to be cancelled.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that a refund totaling \$235.95 be made to Brennan Title Abstract, whose mailing address is Brennan Title Abstract, 457 Haddonfield Road, Suite 305 Cherry Hill, NJ 08002.

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

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on Tuesday, May 25, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

BY: _____

BY:

BARBARA FREIJOMIL, CLERK

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, May 25, 2021.

BARBARA FREIJOMIL, MUNICIPAL CLERK

**EMPLOYMENT AGREEMENT
BETWEEN PATRICK HEGARTY
AND THE
TOWNSHIP OF FRANKLIN**

1. **Employment:** The Township of Franklin (the “Employer”) agrees to employ Patrick Hegarty (the “Employee”) and the Employee accepts employment upon the terms and conditions of this Agreement as well as the statutes of New Jersey and the ordinances and policies of the Township of Franklin.
2. **Term:** The employee was appointed to the position of Certified Tax Collector for the Township of Franklin commencing on September 23, 2019. This term expired on December 28, 2020. The employee was reappointed to a four-year term commencing on January 1, 2021.
3. **Compensation:** For all services rendered by the Employee, the Employer shall pay the Employee an annual salary of \$75,000 for full time employment commencing immediately and retroactively dating back to January 1, 2021. The Employee shall be eligible for annual percentage increases in accordance with NJSA 40A:9-165 and to whatever extent allowable by law and dependent on the Township Administrator’s Performance Evaluation Forms.
4. **Duties:** The Employee is employed as the Certified Tax Collector for the Township of Franklin. The Employee’s duties are delineated and described in the Franklin Township Job Description as well as the state statutes and shall include such other related duties as the Township Administrator shall designate from time to time.
5. **Work Schedule:** The Employee shall devote the time and effort which is necessary of the Employee to fully and faithfully perform the duties and responsibilities of Certified Tax Collector. The Employee agrees to perform at all times faithfully, industriously and to the best of his ability, experience and talent all of the duties and responsibilities that may be required of him.
 - a. The Employee shall not be engaged by and/or be in the employ of any other person or entity during his employment unless the Employee receives advanced written approval by the Township Administrator. If such additional employment is approved it shall be in a non-interference basis with the Certified Tax Collector duties.
 - b. The Employee shall, as may be required by the Township, attend various Township functions, including but not limited to:
 - Township Committee Meetings as needed (2nd & 4th Tuesdays)

6. **Holidays:** The Employee shall be entitled to the following paid holidays. A paid holiday is a day when the Employee receives his regular pay but is not required to work.

New Year's Day
President's Day
Memorial Day
Labor Day
Election Day
Thanksgiving Day
Christmas Day

Martin Luther King's Birthday
Good Friday
Independence Day
Columbus Day
Veteran's Day
Day after Thanksgiving

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

7. **Personal Days:** The Employee shall accrue personal days on the basis of one (1) personal day for each four (4) months of employment from the date of permanent appointment up to and including December 31st next following such date of appointment, and four (4) personal days for each calendar year thereafter. Two (2) days carrier over is allowed and anything over six (6) days goes into sick.

In the case of termination, all personal time shall be considered forfeited, except at the discretion of the Business Administrator and approval of Township Committee.

8. **Sick Days:** The Employee shall be entitled to twelve (12) paid sick days per year. Any earned sick leave not utilized in a calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose. The accumulation continues indefinitely and the Employee will be paid for one-half of his total accumulated unused sick time, or six (6) month's salary, whichever is less, at the time the Employee resigns or retires from employment, so long as at least two (2) weeks' notice is given (unless in the case of extreme medical emergency).

9. **Disability:** Currently the Employer is contributing to the New Jersey State Disability Fund on behalf of Employees. The Employer will continue to contribute to the New Jersey State Disability Fund on behalf of Employee.

10. **Vacation Days:** The Employee shall be entitled to vacation days pursuant to the handbook. Employee must receive his supervisor's approval at least two weeks in advance of the first vacation day. If the Employee does not use all of his vacation allowance, he may add his unused days to his allowance for the following year. However, if these days are not used in the second year, they will be forfeited, and any vacation days carried over from year to year may not be translated into financial pay, or "cashed out." If Employee should resign his position, he shall be entitled to pay or paid time from any unused vacation days from the year in which he is retiring only, so long as at least thirty (30) days' notice is given in writing. Failure to provide appropriate notice will result in forfeiture of vacation time.

In the case of termination, all vacation time shall be considered forfeited, except at the discretion of the Administrator and approval of Township Committee.

11. **Health benefits:** Health benefits for the Employee and his family will be provided during the term of this Agreement under the Management plan document. Employee's premium cost share will be 15% of the monthly premium. The Employee also has the option of taking advantage of the Township's Opt-Out policy in the amount of \$3,700.00. If the Township of Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the Employee.
12. **Mileage Reimbursement:** When available, a Township owned pool car shall be used for all related business travel. However, the Employee agrees, when it is necessary, to utilize his own personally owned vehicle (POV) for such related business use. The mileage reimbursement for related business use of the Employee's POV will be in accordance with the Internal Revenue Service Code, Section 162, Mileage Reimbursement Allowance Rate, and future adjustments made thereto. "Related Business Use" and when it is necessary shall be defined by the Township Administrator.
13. **Cellular Phone:** If the Township in its discretion assigns a portable cellular telephone to the Employee, said telephone shall only be used for the purposes of Township related business. Whether a particular use of the Township cellular telephone is for "related business" shall be determined by the Township Administrator.
14. **Professional Development:** The Township agrees to budget a minimum of \$600.00 annually for the Employee's professional development, seminars, conferences, courses, etc., and travel expenses (in accordance with the Township's Travel Policy) associated with such attendance. If the Employee desires to attend such a seminar and/or conference he must submit a request in writing to the Township Administrator and such a request will be subject to the approval of the Township Administrator. The Township also agrees to appropriate funds for professional dues and subscription(s) for the Employee to participate in national, regional, state and/or local organization(s) necessary and desirable for his continued professional growth, all of which shall be in furtherance of his duties as Certified Tax Collector and the interests of the Township and its citizens. The amount appropriated shall be within the discretion of the Township. No such dues and/or subscription fees shall be paid unless the Employee submits a request in writing to the Township Administrator and the Township Administrator approves the request.
15. **Bereavement Leave:** The Employee is entitled to bereavement leave pursuant to the handbook. The Employees will be paid for all working days during the Bereavement Leave.
16. **Termination:** The Employee agrees to provide thirty (30) days written notice to terminate this Agreement. If the Employee fails to provide thirty (30) days-notice, he shall be subject to the following:
 - a) Loss of all accrued Vacation Time
 - b) Loss of all accrued Sick Time
 - c) Loss of all accrued Personal Time
 - d) Be required to repay any money the Township spent on Professional Development/ Education

Any termination procedures by the Employer towards the Employee must comply with and adhere to the termination procedure outlined in NJSA 40A:9-145.8(c).

17. **Notices:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to his residence, in the case of the Employee, or its principal office in the case of the Employer.
18. **Waiver of Breach:** The waiver by the Employer of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.
19. **Assignment:** The Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any of his duties or obligations under this Agreement. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer.
20. **Entire Agreement:** This Agreement contains the entire understanding of the parties and may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. The Employee and the Township represent that and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement with their respective private attorneys and that they are voluntarily and knowingly entering into this Agreement. All salary increases are retroactive to January 1, 2021, the date of the Employee's reappointment.

IN WITNESS WHEREOF, the parties have executed this Agreement on

Patrick Hegarty, Certified Tax Collector

John Bruno, Mayor

**TOWNSHIP OF FRANKLIN
R-90-21**

**RESOLUTION AUTHORIZING MAYOR AND/OR HIS DESIGNEE TO EXECUTE AN
EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND
PATRICK HEGARTY AS TAX COLLECTOR FOR THE TOWNSHIP OF FRANKLIN**

WHEREAS, Patrick Hegarty was reappointed to the position of Tax Collector for the Township of Franklin effective January 1, 2021; and

WHEREAS, there is a need to memorialize the duties and compensation of the Tax Collector by written Agreement.

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

The Mayor and/or his designee is hereby authorized to execute the Employment Agreement between Patrick Hegarty and the Township of Franklin attached hereto and made a part hereof.

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on Tuesday, May 25, 2021.

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 of the Franklin Township Committee held on May 25, 2021.

BARBARA FREIJOMIL, MUNICIPAL CLERK

**INTERLOCAL SERVICES AGREEMENT
BETWEEN FRANKLIN TOWNSHIP
AND THE
TOWNSHIP OF FRANKLIN SCHOOL DISTRICT
TO PROVIDE A
SCHOOL RESOURCE OFFICER**

This AGREEMENT made this is 26th day of April 2021, between the Township of Franklin, a municipal body corporate and politic with offices located at 1571 Delsea Drive, Franklinville, New Jersey 08322 (the "Township"), and the Franklin Township District Board of Education, a body corporate and politic organized under the provisions of Title 18A of the laws of the State of New Jersey, with offices located at 1532 Pennsylvania Avenue, Franklinville New Jersey 08322 (the "School District").

RECITALS

WHEREAS, the School District seeks the services of one (1) Class III Police Officer to be assigned to the School District and to be stationed at the schools throughout the School District ("School Resource Officer"); and,

WHEREAS, recent events throughout the nation have suggested that the presence of a School Resource Officer within schools can serve as a stabilizing force for school children and can further the development of student confidence in law enforcement; and,

WHEREAS, both the Township and School District recognize the potential benefits of this School Resource Officer Program (the "Program") to the citizens of Franklin Township and to the students and staff of the School District; and,

WHEREAS, it is in the best interests of the parties to continue the Program.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

1. Assignment of School Resource Officer. The Township agrees to assign one (1) Class III Police Officer to the School District for the duration of the 2021-2022 school calendar year subject to the terms and conditions set forth below. The School Resource Officer shall have primary contact with Superintendent of the Franklin Township School District and the School Principals at each of the Schools, but remains the employee of the Township of Franklin and is ultimately responsible to report to the Chief of Police. The School Resource Officer shall be required to report his/her location to the Franklin Township Police Department at all times.

2. Selection of School Resource Officers. The School Resource Officer to be assigned by the Chief of Police ("Chief) shall be a Class III Officer. The Chief shall first consult with the Superintendent of Schools of the School District, who shall be permitted to meet and interview the proposed School Resource Officer to satisfy themselves that the proposed individual(s) is appropriate for this assignment. If the School District determines that the individual(s) selected by the Chief is unacceptable, then the Chief may select another Police Officer to serve as the School Resource Officer, or, in the alternative, may revoke this Agreement. In order to maintain continuity, the Chief shall endeavor not to change School Resource Officer assignments during the school year unless circumstances arise which, in the discretion of the Chief, require such a change.

3. School Resource Officer Hours: The School Resource Officer shall be assigned to the Township of Franklin schools for the duration of the scheduled school day hours, Monday through Friday on school days, unless the School Resource Officer is required to be present at another public school in accordance with this Agreement. In case of an emergency, as determined by the Chief or his/her designee, the School Resource Officer may be assigned elsewhere within the Township during the duration of the emergency.

In the event the School Resource Officer is on leave for a temporary basis, and same is to last more than three (3) consecutive school days, the Township shall provide coverage to the School District at no additional cost to the School District, but same may not be equal to the amount of time the SRO is required to work. If the School Resource Officer is no longer able or willing to perform and tenders resignation, the Township will commence efforts to immediately hire another Officer, and the School District will assign the pro-rated salary to said Officer, who shall be subject to the terms of this Agreement.

4. School Resource Officer to be Employee of the Township. Although assigned by the Chief to locations administered by the School District as set forth under this Agreement, the School Resource Officer so assigned shall remain an employee of the Township as a member of its Police Department. The School Resource Officer shall remain subject to all rules and regulations, standing, special and general orders, and other requirements of the Police Department and shall not be considered an employee of the School District.

5. Reimbursement by the School District. The School District agrees to reimburse the Township in the amount of \$45,000.00 for the services of the School Resource Officers, payable monthly.

6. Duties of Assigned School Resource Officers. The duties to be performed in the School District shall be assigned through the Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

Duties of the School Resource Officer shall include:

- 1) Handling call for service from the School District and coordinating the response of other Police resources;
- 2) Addressing crime, including drug activities, and disorder issues in and around the School District;

- 3) Making arrests and issuing warnings and/or citations to violators of the law, when necessary, at the School District;
- 4) Providing leads and information to appropriate investigative units;
- 5) Taking necessary action against trespassers suspicious persons and conditions, and reporting significant action, occurrences, and conditions on school property;
- 6) Serving as hall monitor, lunch monitor and truancy officer, working in conjunction with appropriate School District employees;
- 7) Responding to calls involving School District students which occur off School District property;
- 8) Serving as liaison between the Police Department and School District by providing students and School District employees with information regarding law enforcement matters;
- 9) Developing incident response systems;
- 10) Developing and coordinating emergency response plans in conjunction with other emergency responders;
- 11) Developing protocols for handling specific types of emergencies, in conjunction with police leadership;
- 12) Rehearsing emergency protocols, using tabletop exercises, drills, mock evacuations, and mock lockdowns;
- 13) Comply with all School District policies and procedures including, but not limited to maintaining the confidentiality of information pertaining to students and staff obtained during the course of performance of the duties set forth herein in accordance with State and Federal law and School District policies/regulations to the extent School District policies and procedures are consistent with and do not violate State of New Jersey and/or Federal law(s) and to the extent School District policies and procedures do not conflict with Township and Police Department policies and procedures. The School District shall supply the School Resource Officer with a copy of all applicable policies and procedures and copies of any modifications or amendments thereto.

7. Uniform. Unless engaged in activities for which a uniform would be inappropriate, the School Resource Officer shall wear his or her uniform in order to maintain a visible presence in the school and deter trespassers from entering the school. The uniform shall

be as prescribed by the Police Department.

8. Weapons. The School Resource Officer shall carry a weapon as authorized by the Chief. Subject to prior determination by the Chief, the weapon shall be carried either openly, in circumstances where an armed presence may provide a useful deterrent, or in a concealed fashion, in circumstances where the School Resource Officer may wish to interact informally with students, parents or faculty.

9. Searches. The School Resource Officer shall not be routinely requested to participate in student searches conducted by school officials. It is understood that law enforcement officers must meet more stringent requirements of probable cause than those allowed for school officials under the "New Jersey School Search Policy Manual," and that law enforcement Officers are also required to obtain a search warrant. Requiring the assigned School Resource Officer to conduct or participate in student searches may invalidate searches conducted by school officials based on the lesser standard of reasonable suspicion(s) available to school officials under the aforementioned School Search Policy Manual. However, the School Resource Officer may conduct searches under circumstances where a search, by a law enforcement Officer, is permitted by law and the Police Department Rules and Regulations or General Orders.

10. School Discipline. The School Resource Officer shall not be asked to, nor shall he or she serve as, a school disciplinarian. Despite the presence of School Resource Officer, the discipline of students remains a School District responsibility. However, if the Franklin Township School Principals and/or Superintendent believe an incident may constitute a violation of law, then the Principal may contact the School Resource Officer, who shall then determine whether law enforcement intervention is necessary.

11. Communication. The Superintendent of Schools and the Chief shall maintain open communication regarding the progress and effectiveness of the program. The Chief, as part of the communication commitment set forth in this Agreement, agrees to supply the Superintendent of Schools, or his/her designee, such information as he deems appropriate and necessary for the orderly operation of the school system and the proper performance of the School Resource Officer's duties as elsewhere set forth within this agreement.

12. Office Space. The School District shall provide the School Resource Officer with office space, including a desk with drawers, chair, filing cabinet (capable of being locked and not accessible to School District personnel), telephone, and office supplies. Students shall be permitted to meet and speak privately with the School Resource Officer in said office. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty, and school administrators.

13. Hold Harmless/Indemnification. The School District hereby holds the Township, its Police Department, and the School Resource Officer harmless from any and all claims that may rise from, during the course of, or out of this relationship and the assignment described herein. The School District shall indemnify the Township against any and all such claims, and also shall be responsible for any and all reasonable attorney's fees, costs and expenses incurred by the Township in responding to or defending such claims. This paragraph is also intended to specifically exclude any claims made by the School Resource Officer under any workers' compensation or other laws or contractual provisions available to him/her under the Collective Bargaining Agreement between the Township and the appropriate collective bargaining group of which the School Resource Officer is a member. Likewise, the Township hereby holds the

School District harmless from any and all claims that may arise from, during the course of, or out of this relationship and the assignment described herein. The Township shall indemnify the School District against any and all such claims, and also shall be responsible for any and all reasonable attorney's fees, costs and expenses incurred by the School District in responding to or defending such claims.

14. Termination of Agreement. Either party shall be free to terminate this Agreement at any time, upon no less than thirty (30) business days' notice to the other. The parties recognize and agree that this Agreement represents the parties' initial understanding of the School Resource Officer Program and may require modification. All parties recognize and agree that any modifications to this Agreement must be in writing. Both parties enter into the Agreement with a good faith intention to accomplish the purposes of the "School Resource Officers Program" and toward that end, will use their best efforts to ensure that the program is successful, and that the students and staff enjoy the benefits anticipated from same. The parties agree to attempt to resolve any disputes prior to giving notice of termination.

15. Approval of Other Entities. In the event that this Agreement needs to be approved by any other state or local agency, such as, for example, the Gloucester County Prosecutor's Office, the State of New Jersey, Department of Community Affairs, Local Finance Board, Department of Education, or the like, then this Agreement shall be entered into by and between the parties but shall be subject to such other approvals.

16. Commencement Date. This Agreement shall be for a period of one school year and commencing upon the first day of school in September 2021 and terminating on June 30, 2022.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this
26th day of April 2021.

Witness:

On behalf of
FRANKLIN TOWNSHIP

BY: _____

Witness:

Business Administrator/
Board Secretary

On behalf of
FRANKLIN TOWNSHIP
BOARD OF EDUCATION

BY: _____
Jason Brandt, Board President

**TOWNSHIP OF FRANKLIN
R-91-21**

**RESOLUTION AUTHORIZING THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF FRANKLIN TO ENTER AN AGREEMENT TO PROVIDE ONE
SCHOOL RESOURCE OFFICER FOR THE FRANKLIN TOWNSHIP SCHOOL
DISTRICT FOR THE 2021-2022 SCHOOL YEAR**

WHEREAS, the Township of Franklin desires to assist in the provision of a safe and secure learning environment for some of our most treasured resources and young residents;

WHEREAS, the Township desires to help in the battle against the scourge of drugs, so prevalent in many communities;

WHEREAS, based on the need to enable the Franklin Township School District to utilize one (1) School Resource Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey the Township shall be authorized to enter into an agreement for the benefit of the Franklin Township School District.

ADOPTED at the regular meeting of the Township Committee of the Township of Franklin on May 25, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Municipal Clerk

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 May 25, 2021.

Barbara Freijomil, Municipal Clerk

**TOWNSHIP OF FRANKLIN
R-092-21**

**AUTHORIZING SALE OF TAX LIENS AT PUBLIC AUCTION
PURSUANT TO N.J.S.A. 54:5-39**

WHEREAS, the Township of Franklin (“Township”) has acquired tax liens on parcels of real property pursuant to N.J.S.A. 54:5-39 identified as Block 1401, Lot 58, Pennsylvania Avenue; Block 1401, Lot 63, Pennsylvania Avenue; and Block 1401, Lot 68.24, 696 Lantern Way (“Properties”); and

WHEREAS, it is in the best interest of the Township to advertise the tax liens on Properties for public re-sale to the highest bidder by way of sealed bid auction; and

WHEREAS, N.J.S.A. 54:5-39, provides for “resale by municipality as purchaser.”

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Franklin, in the County of Gloucester, New Jersey, as follows:

1. The Township Committee hereby authorizes the bundled sale of the tax liens of the Township of Franklin, properties identified as Block 1401, Lot 58, Pennsylvania Avenue; Block 1401, Lot 63, Pennsylvania Avenue; and Block 1401, Lot 68.24, 696 Lantern Way, by way of sealed bid auction to occur on June 18, 2021, at 10 a.m. at Franklin Township Meeting Room, located at the Franklin Township Municipal Building, 1571 Delsea Drive, Franklinville, NJ 08322.
2. The sale shall be advertised.
3. Minimum bid price of \$543,312.44 which is for all three parcels.
4. Upon opening of the bids received, the high bidder shall be required to deposit with the Township CFO, by certified check, an amount equaling ten percent (10%) of the winning bid price. The balance of the bid shall be due in full within five business days of the opening of the bids. In the event of 2 bids in the same amount are received, the township shall proceed to private sale by way of negotiations between the bidders who submitted the highest bids in the same amount.
5. The purchaser of the tax sale certificates shall record the tax sale certificates and shall provide the tax collector with a copy of the recorded certificates showing the date of recording, the book and page in which the liens are recorded, and the cost of recording the tax sale certificates.
6. The Mayor and the Business Administrator, and any other proper official of the Township, be and each of them is hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary and proper for carrying out the transactions contemplated by this resolution.

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 May 25, 2021.

BARBARA FREIJOMIL, Municipal Clerk

**TOWNSHIP OF FRANKLIN
R-93-2021**

**RESOLUTION AUTHORIZING A FAMILY MEDICAL LEAVE
TO GINA BRESCIA-REYES**

WHEREAS, the New Jersey Family Leave Act (a/k/a FMLA) entitles certain employees to take up to 12 weeks of family leave in a 24-month period without losing their jobs. With some exceptions, employers must provide this type of leave if: (1) the Employer has at least 50 employees (or at least 30 employees as of June 30, 2019), or is a government entity, regardless of size; (2) the Employee has worked for that employer for at least one year, and has worked at least 1,000 hours during the last 12 months; (3) the Leave of Absence is being taken to care for or bond with a child within 1 year of the child's birth or placement for adoption or foster care, or to care for a family member, or someone who is the "equivalent" of family, who has a serious health condition; and

WHEREAS, employees of the Township of Franklin are entitled to leave under FMLA; and

WHEREAS, Gina Brescia-Reyes, an employee of the Township of Franklin has requested intermittent leave under FMLA beginning May 25, 2021, to November 25, 2021, and has submitted the required Medical Certification.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Franklin, County of Gloucester, New Jersey, that an intermittent Family Medical Leave is hereby granted to Gina Brescia-Reyes for the time-period May 25, 2021, to November 25, 2021.

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on Tuesday, May 25, 2021.

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, May 25, 2021.

BARBARA FREIJOMIL, MUNICIPAL CLERK

**TOWNSHIP OF FRANKLIN
R-94-21**

**RESOLUTION AUTHORIZING CME TO PROCEED WITH PROFESSIONAL
SERVICES FOR 2021 OPERATION, MAINTENANCE AND MONITORING
SERVICES OF FRANKLIN TOWNSHIP SANITARY LANDFILL**

WHEREAS, Franklin Township is required to perform certain operation, maintenance and monitoring activities as part of the Post Closure plan approval requirements mandated by the NJDEP for the Franklin Township Sanitary Landfill.; and

WHEREAS, CME has provided Franklin Township a cost proposal dated May 5, 2021 to provide engineering services for these services in the amount of \$34,770.00; and

WHEREAS, the Township Committee wishes to authorize the engineering firm of CME to proceed with the work outlined in this proposal; and

WHEREAS, the C.F.O. certifies that funds in the amount \$34,770.00 as provided in the appropriation Engineering Professional Services 1-01-20-165-299

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that CME is authorized to proceed with the proposed services required as part of the Post Closure plan for the Franklin Township Sanitary Landfill.

ADOPTED at the regular meeting of the Township Committee of the Township of Franklin on May 25, 2021.

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 of the Franklin Township Committee held on May 25, 2021.

BARBARA FREIJOMIL, MUNICIPAL CLERK

**TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-96-21**

**ACCEPTING AND APPROVING THE LOCAL EFFICIENCY ACHIEVEMENT
PROGRAM IMPLEMENTATION GRANT AGREEMENT BETWEEN THE STATE
OF NEW JERSEY AND THE TOWNSHIP OF FRANKLIN
AND
THE SHARED SERVICES AGREEMENT BETWEEN FRANKLIN TOWNSHIP,
FRANKLIN TOWNSHIP BOARD OF EDUCATION & DELSEA REGIONAL
BOARD OF EDUCATION FOR THE IMPLEMENTATION OF THE
LOCAL EFFICIENCY ACHIEVEMENT PROGRAM**

WHEREAS, on April 22, 2021, the Township of Franklin was awarded a LEAP Implementation Grant Funding in the amount of \$16,644 for the purpose of implementing the Safe and Efficient Shared Mapping Initiative Project thru the terms and conditions set forth in an Agreement between the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township of Franklin (see attached Exhibit A); and

WHEREAS, the Township of Franklin, the Township of Franklin Board of Education and the Delsea Regional School District Board of Education have determined it is in their mutual best interests to enter into a Shared Services Agreement dated May 26, 2021 (see attached Exhibit B), regarding the utilization of the Local Efficiency Achievement Program – LEAP Implementation Grant;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Clerk of the Township of Franklin, County of Gloucester, State of New Jersey, are authorized and directed as follows:

1. To execute any documents necessary to effectuate the Local Efficiency Achievement Program Implementation Grant Agreement between the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township of Franklin.
2. To execute any documents necessary to effectuate the Shared Services Agreement dated May 26, 2021, between the Township of Franklin, the Township of Franklin Board of Education and the Delsea Regional School District Board of Education;

ADOPTED at a Township Committee meeting of the Township of Franklin on Tuesday, May 25, 2021.

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, May 25, 2021.

Barbara Freijomil, Clerk

**SHARED SERVICES AGREEMENT
FOR THE IMPLEMENTATION
OF THE
LOCAL EFFICIENCY ACHIEVEMENT PROGRAM**

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made as of the 26th day of May, 2021 (the “Effective Date”), by and between, the Township of Franklin, (hereinafter “Franklin”) having its principal place of business at 1571 Delsea Drive, Franklinville, NJ 08322; the Township of Franklin Board of Education (hereinafter “Franklin BOE”); having its principal place of business at 3228 Coles Mill Road, Franklinville; and the Delsea Regional School District Board of Education (hereinafter “Delsea BOE”) having its principal place of business at 242 Fries Mill Road, Franklinville, NJ 08322, (collectively “the Parties”); for the utilization of the Local Efficiency Achievement Program – LEAP Implementation Grant.

WHEREAS, the New Jersey Department of Community Affairs has awarded a LEAP Implementation Grant in the amount of \$16,644 for Safe and Efficient Shared Mapping Initiative.

WHEREAS, the Township has entered into an Implementation Grant Agreement with the State of New Jersey, Department of Community Affairs, Division of Local Governmental Services (“State”) dated _____ outlining the specific terms and conditions of the funding.

WHEREAS, Franklin shall not be utilizing any of the funds directly.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Franklin, Franklin BOE and Delsea BOE do hereby agree to the terms and conditions of sharing the LEAP Implementation Grant contained in the Agreement with the State.

[SIGNATURE PAGE TO FOLLOW]

Witnessed or Attested By:

THE TOWNSHIP OF FRANKLIN

By: _____

Witnessed or Attested By:

FRANKLIN TOWNSHIP BOARD
OF EDUCATION

By: _____

Witnessed or Attested By:

DELSEA REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____

TOWNSHIP OF FRANKLIN

EMERGENCY TEMPORARY RESOLUTION N.J.S.A. 40A:4-20

R-95-21

WHEREAS, N.J.S.A. 40A:4-20 provides that, in addition to temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may make emergency temporary appropriations for any purposes for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for the current fiscal year and the date of the adoption of the budget for the current fiscal year; and

WHEREAS, the amount of such emergency temporary appropriations shall be included under corresponding headings in the budget as adopted or, if such appropriations are adopted after the introduction and approval of the budget and were not included in the budget as approved such appropriations shall be included by amendment in the budget as adopted without public advertisement or public hearing; and

WHEREAS, the Township has deemed certain emergency temporary appropriations to be necessary and such appropriations are conforming to the provisions of N.J.S.A. 40A:4-20;

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all members therefore affirmatively concurring) that in accordance with N.J.S.A. 40A:4-20 the following:

1. Emergency temporary appropriations are made and the same are hereby made for:

See Attached Schedule

2. That said Emergency Temporary Appropriation will be provided for in full in the 2021 budget under the titles as listed on the attached worksheet.
3. That two certified copies of this resolution be filed with the Director of Local Government Services.

ATTEST:

Barbara Freijomil, Municipal Clerk

John Bruno, Mayor

CLERK'S CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee of the Township of Franklin at a meeting of said Committee held on May 25, 2021 and said resolution was adopted by not less than a two-thirds vote of the members of the Committee.

Barbara Freijomil, Municipal Clerk

TOWNSHIP OF FRANKLIN

O-9-21

**AN ORDINANCE MEMORIALIZING
THE ACCEPTANCE OF THE STORMWATER IMPROVEMENTS AND THE
RELEASE OF THE PERFORMANCE GUARANTEE**

WHEREAS, the Township of Franklin has entered into a Letter Agreement with Richmond American Homes of Maryland, Inc. (“Richmond”) in connection with the residential subdivision commonly known as Washington Oaks II, to upgrade certain stormwater management facilities in Washington Oaks II, to mitigate some of the reported stormwater issues in the residential community and have the Township release the performance guarantee; and

WHEREAS, Richmond will design and install certain stormwater improvements relating to help mitigate the stormwater issues connected to Stormwater Basin No. 2 (“Basin No.2”), located along Peach Tree Drive, in the Washington Oaks II Subdivision; and

WHEREAS, the Township Engineer has confirmed that the Stormwater Improvements contained in the Resolution Authorizing a Remediation Plan for Washington Oaks Phase II (R-47-14), adopted on March 11, 2014, are the best option to mitigate the Basin No. 2 stormwater issues; and

WHEREAS, in order to facilitate the release of the performance guarantee, Richmond has agreed to install the stormwater improvements pursuant to the remediation action plan contained in R-47-14; and

WHEREAS, based upon Richmond’s request for a minor subdivision and bulk variance of property located at 126 Peach Tree Drive, Block 904, Lot 13, Franklin Township (“Spencer/White Property”), Richmond will convey that portion known as Block 904, proposed Lot 13.01 to Franklin Township by Deed of Conveyance for the maintenance of the stormwater basin currently existing on this portion of the Spencer White property; and

WHEREAS, Richmond, at its sole cost and expense will install the Stormwater Improvements within the existing Drainage and Access Easement on the Spencer/White Property; and

WHEREAS, based upon Richmond’s request for a minor subdivision and bulk variance of property located at 215 Cherry Tree Court, Block 903, Lot 12, Franklin Township (“Emmett Property”), Richmond will convey that portion known as Block 903, proposed Lot 12.01 to Franklin Township by Deed of Conveyance for the maintenance of the stormwater basin currently existing on this portion of the Emmett property.

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

SECTION 1.

1. Richmond will design and install certain stormwater improvements relating to mitigating the stormwater issues connected to Stormwater Basin No. 2 located along Peach Tree Drive in the Washington Oaks II Subdivision;
2. Richmond will install the stormwater improvements pursuant to the remediation action plan contained in the Resolution Authorizing a Remediation Plan for Washington Oaks Phase II (R-47-14), adopted March 11, 2014;
3. Richmond will convey to the Township of Franklin by Deed of Conveyance that portion of the Spencer/White Property, known as Block 904, Lot 13.01, for the maintenance of the stormwater basin.

4. Richmond will convey to the Township of Franklin by Deed of Conveyance that portion of the Emmitt Property, known as Block 903, Lot 12.01, for the maintenance of the stormwater basin.

SECTION 2. This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

SECTION 3. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This Ordinance shall take effect upon final passage and publication according to law.

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 May 25, 2021 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 July 13, 2021 at which time any person interested therein will be given an opportunity to be heard.

Barbara Freijomil, Municipal Clerk

Introduced May 25, 2021

<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 July 13, 2021

<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>				