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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

9. Resolutions

9.I. Resolutions

Documents:

[RESOLUTION 097-21 ABC LICENSE RENEWALS \(PDF\).PDF](#)

[RESOLUTION 098-21 SRO AGREEMENT DELSEA 2021-2022 \(PDF\).PDF](#)

[RESOLUTION 098-21 SRO AGREEMENT-DELSEA REGIONAL SCHOOL DISTRICT \(PDF\).PDF](#)

[RESOLUTION 099-21 3RD QTR ESTIMATE \(PDF\).PDF](#)

[RESOLUTION 099-21 ESTIMATED TAX LEVY \(PDF\).PDF](#)

[RESOLUTION 100-21 UMBA BUSINESS ADMINISTRATOR \(PDF\).PDF](#)

[RESOLUTION 101-21 DARRAH TRAILER PERMIT \(PDF\).PDF](#)

[RESOLUTION 102-21 RESOLUTION RE REFUND OF MUNICIPAL LIEN PYMTS \(PDF\).PDF](#)

[RESOLUTION 103-21 EMERG TEMP BUDGET WORKSHEET \(PDF\).PDF](#)

[RESOLUTION 103-21 EMERGENCY TEMPORARY RESOLUTION \(PDF\).PDF](#)

10. Ordinances

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

Documents:

[ORDINANCE 10-21 COLA ORDINANCE \(PDF\).PDF](#)

11. Motion To Open Second Public Portion For Any Comments Or Questions
12. Administrator/Departmental Reports
13. Adjourn

**TOWNSHIP OF FRANKLIN
R-97-21**

**RESOLUTION GRANTING RENEWAL OF LIQUOR LICENSES
WITHIN THE TOWNSHIP OF FRANKLIN, COUNTY OF GLOUCESTER
FOR 2021-2022**

WHEREAS, certain individuals, corporations and associations have made application to the Township Committee of the Township of Franklin for renewal of plenary retail consumption licenses, club licenses and plenary retail distribution licenses for the period from July 1, 2021 to June 30, 2022; and

WHEREAS, all the applicants whose names are set forth on the annexed schedule have complied with the requirements of the State Of New Jersey and the Township of Franklin in filing of said applications and paying the fee for renewal of the respective licenses listed on the annexed schedule. There is also a Clearance Certificate for each licensee.

WHEREAS, due to the June 22, 2021 Township Committee meeting being cancelled, the remainder of Alcoholic Beverage licensees in the Township of Franklin are continued until July 13, 2021 when their renewal will be heard.

NOW, THEREFORE, BE IT RESOLVED by the Franklin Township Committee that all liquor licenses set forth on the list attached hereto and made a part of this Resolution be, and are hereby renewed for the 2021-2022 licensing year.

This renewal shall take effect July 1, 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 June 7, 2021.

Barbara Freijomil, Municipal Clerk

SCHEDULE "A"

M & M Minhas
Franklinville Liquors
2205 Delsea Drive
Franklinville, NJ 08322
Lic. 0805-44-020-002

The Franklinville Inn
PO Box 390
Franklinville, NJ 08322
Lic. 0805-33-009-004

Doville LLC
T/A Villaris Sports Bar
2839 Coles Mill Road
Franklinville NJ 08322
Lic. 0805-33-003-005

Carollos Restaurant
2036 Delsea Drive
Franklinville, NJ 08322
Lic. 0805-33-011-009

Wright's Liquor Store
550 N. Delsea Drive
Malaga, NJ 08328
Lic. 0805-44-016-005

Malaga Taverns
2656 Harding Hwy
Malaga NJ 08328
Lic. 0805-33-005-003

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

This AGREEMENT made this is first day of September 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 Delsea Regional School 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 242 Fries Mill Road, Franklinville New Jersey 08322 (the "School District").

RECITALS

WHEREAS, the School District seeks the services of two (2) Class III Police Officers 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 Officers. The Township agrees to assign two (2) Class III Police Officers to the School District for the duration of the school calendar year subject to the terms and conditions set forth below. The School Resource Officers shall have primary contact with Superintendent of the Delsea Regional School District and the School Principals at each of the Schools. 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 Officers to be assigned by the Chief of Police ("Chief) shall be Class III Officers. 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 Officers 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 other Police Officers to serve as the School Resource Officers, 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: One School Resource Officer shall be assigned to the Delsea Regional High School from 7:00 a.m. to 3:00 p.m. from Monday through Friday on schools days, and at the Delsea Middle School from 8:00 am until 4:00 pm. (on days when students and staff have early dismissal the SRO will follow the same schedule and be considered to have completed a full day) unless either 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 Officers may be assigned elsewhere within the Township during the duration of the emergency. In the event a 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 present 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 Officers 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 \$90,000 annually for the services of the two School Resource Officers (\$45,000 per officer), payable quarterly.

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 Officers shall include:

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

School District;

- C. Making arrests and issuing warnings and/or citations to violators of the law, when necessary, at the School District;

- D. Providing leads and information to appropriate investigative units;
- E. Taking necessary action against trespassers suspicious persons and conditions, and reporting significant action, occurrences, and conditions on school property;
- F. Serving as hall monitor, lunch monitor and truancy officer, working in conjunction with appropriate School District employees;
- G. Serving as liaison between the Police Department and School District by providing students and School District employees with information regarding law enforcement matters;
- H. Developing incident response systems;
- I. Developing and coordinating emergency response plans in conjunction with other emergency responders;
- J. Developing protocols for handling specific types of emergencies, in conjunction with police leadership;
- K. Rehearsing emergency protocols, using tabletop exercises, drills, mock evacuations, and mock lockdowns;
- L. 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 Officers shall wear their 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 Officers 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 Officers may wish to interact informally with students, parents or faculty.

9. Searches. The School Resource Officers 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 Officers 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 Officers shall not be asked to, nor shall they serve as, a school disciplinarian. Despite the presence of School Resource Officers, the discipline of students remains a School District responsibility. However, if the Delsea Regional High School/Middle School Principal and/or Superintendent believe an incident may constitute a violation of law, then the Principal may contact the School Resource Officer(s), 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 Officers 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 Officers 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 Officers 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 Officers 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 the 2021-2022 school year.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this

_____ day of _____ 2021.

Witness:

On behalf of
FRANKLIN TOWNSHIP

BY: _____

Witness:

On behalf of
DELSEA REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

Joseph Collins, Business Administrator/
Board Secretary

BY: _____
Kathie Catucci, Board President

**TOWNSHIP OF FRANKLIN
R-098-21**

**RESOLUTION AUTHORIZING THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF FRANKLIN TO ENTER AN AGREEMENT TO PROVIDE TWO
SCHOOL RESOURCE OFFICERS FOR THE DELSEA REGIONAL 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 Delsea Regional School District to utilize one (2) 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 Delsea Regional School District.

ADOPTED at the regular meeting of the Township Committee of the Township of Franklin on June 7, 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 June 7, 2021.

Barbara Freijomil, Municipal Clerk

TOWNSHIP OF FRANKLIN

R-99-2021

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO PREPARE AND MAIL
ESTIMATED THIRD QUARTER TAX BILLS IN ACCORDANCE WITH P.L. 1994, C.72

WHEREAS, due to the anticipated late adoption of the 2021 Municipal Budget, the County Board of Taxation is unable to certify tax rates for the year 2021; and

WHEREAS, without a 2021 certified tax rate, the Tax Collector of the Township of Franklin is unable to issue tax bills on a timely basis; and

WHEREAS, the mailing of estimated tax bills will enable the Township of Franklin to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary costs of borrowing; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Township)
of Franklin Chief Financial Officer and Tax Collector have computed an estimated tax levy in accordance with N.J.S.A. 54: 4-66.3, and they have both signed a certification showing the tax levy for the previous year, the tax rates and the range of permitted estimated tax levies; and

WHEREAS, the general tax rate is detailed on Attachment A.

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

1. The Tax Collector of the Township of Franklin is hereby authorized and directed to prepare and issue estimated tax bills for the Township of Franklin for the third installment of 2021 taxes.

The Tax Collector shall take such actions as are permitted and required by Chapter 72, Public Laws of 1994 and N.J.S.A. 54:4-66.2 and 54:4-66.3; and

2. The entire estimated tax levy and the estimated tax rate for 2021 are hereby set as shown in Attachment A.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Municipal 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 June 7, 2021.

Barbara Freijomil, Municipal Clerk

**TOWNSHIP OF FRANKLIN
R-99-21**

**RESOLUTION AUTHORIZING THE TAX COLLECTOR TO PROCESS THIRD
QUARTER “ESTIMATED” TAX BILLS, DUE AUGUST 1, 2021**

WHEREAS, the Division of Local Government Services (DLGS) cannot certify State Aid allocations to municipal budgets until State Aid Appropriations are known; and

WHEREAS, the DLGS cannot approve municipal budgets and the County Board of Taxation cannot certify taxes until long after the June 30, 2020 deadline to process third quarter tax bills due August 1, 2020; and

WHEREAS, without an adopted 2020 Municipal Budget and without a 2020 Certified Tax Rate, the Tax Collector cannot process the final 2020 Tax Levy; and

WHEREAS, the DLGS “strongly recommends” under Local Finance Notice 2020-07 “that municipalities prepare to issue estimated property tax bills for 2020”; and

WHEREAS, the Tax Collector, in consultation with the Chief Financial Officer, computed and certified and estimated Tax Levy necessary to bill third quarter taxes due August 1, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Franklin in the County of Gloucester as follows:

1. The Municipal Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the municipality for the third installment of 2020 taxes. The Tax Collector shall proceed and take such actions as permitted by N.J.S.A. 54:4-66.2 et seq.
2. The entire estimated tax levy and estimated tax rate for 2020 certification are hereby set as shown in the Attachment A.
3. The tax levy range is shown as Attachment B.
4. The Municipal Tax Collector must mail the estimated tax bills to property owners no later than June 30, 2020.

BE IT FURTHER RESOLVED that the third quarterly installment of 2020 taxes shall not be subjected to interest until the later of August 10, 2020 or the twenty-fifth (25) calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

ADOPTED at a meeting of the Township Committee of the Township of Franklin on May 26, 2020.

Attest:

Township of Franklin

Barbara Freijomil, Clerk

John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Municipal 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 May 26, 2020.

Barbara Freijomil, Municipal Clerk

**TOWNSHIP OF FRANKLIN
GLOUCESTER COUNTY**

R-100-21

**RESOLUTION OF THE TOWNSHIP OF FRANKLIN, COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY, APPOINTING BRANDON UMBA
AS BUSINESS ADMINISTRATOR**

WHEREAS, the Township of Franklin has established the position of Township Administrator as set forth in Chapter 4-1 of the Township Code of the Township of Franklin; and

WHEREAS, Franklin has a need for the services of a Business Administrator.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Franklin, in the County of Gloucester, that Brandon Umba is hereby appointed Business Administrator of the Township of Franklin, pursuant to N.J.S.A. 40A:9-137 and the Franklin Township Municipal Code, Chapter 4.1-5, effective June 7, 2021.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Municipal 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 June 7, 2021.

Barbara Freijomil, Municipal Clerk

**TOWNSHIP OF FRANKLIN
R-101-21**

**RESOLUTION AUTHORIZING A TEMPORARY TRAILER PERMIT IN
ACCORDANCE WITH THE ORDINANCES OF FRANKLIN TOWNSHIP**

WHEREAS, Joanne Darrah as the owner of 2797 Coles Mill Road, Franklin Township, New Jersey, suffered damage to her home due to trees falling on it; and

WHEREAS, as a result this, the Darrah family needs temporary housing in order to repair and replace the home; and

WHEREAS, Franklin Township ordinance provides a finite term for the provision of a temporary trailer subject to the discretion of the governing body in extending same for extraordinary circumstances; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that the temporary trailer permit be issued in favor of Joanne Darrah as the owner of 2797 Coles Mill Road for a period of six months ending December 31, 2021. All permits must be applied for through the Zoning Office and Construction Office. The monthly fee of \$25 per month must be paid to the Township Clerk.

ADOPTED at the regular meeting of the Township Committee of the Township of Franklin on June 7, 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 June 7, 2021.

BARBARA FREIJOMIL, CLERK

TOWNSHIP OF FRANKLIN
R-102-21

**A RESOLUTION AUTHORIZING THE CFO TO REFUND MUNICIPAL TAX LIEN
PAYMENTS**

WHEREAS, the Township of Franklin has received municipal lien payments in the amounts of \$21,453.50 and \$1,278.94 which need to be refunded; and

WHEREAS, the Chief Financial Officer certifies that the funds are available from special lien accounts and the tax collector account.

NOW THEREFORE BE IT RESOLVED by Township Committee of the Township of Franklin that the Chief Financial Officer is hereby authorized as follows:

1. to refund the amount of \$21,453.50 from the special lien account;
2. to refund the amount of \$1,2708.94 from the tax collector account.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil, Municipal 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 June 7, 2021

Barbara Freijomil, Municipal Clerk

| | Temp Budget |
|---------------------|-------------|
| Legal | 1,500.00 |
| Planning Bd OE | 3,500.00 |
| Police OE | 2,000.00 |
| Street Lights | 500.00 |
| Natural Gas | 500.00 |
| Fuel Oil | 5,000.00 |
| Cable TV Commission | 1,500.00 |
| Municipal Court OE | 100.00 |
| Tax Collection OE | 1,500.00 |
| | |

TOWNSHIP OF FRANKLIN

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

R- 103 -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 June 7, 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-10-21**

**CALENDAR YEAR 2021
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

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

WHEREAS, the Mayor and members of Township Committee of the Township of Franklin in the County of Gloucester finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Mayor and members of Township Committee hereby determines that a 2.5% increase in the budget for said year, amounting to \$277,788.20 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Mayor and members of Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final appropriation in either of the next two succeeding years;

NOW THEREFORE BE IT ORDAINED, by the Mayor and members of Township Committee of the Township of Franklin, in the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Township of Franklin shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$388,903.48, and that the CY 2021 municipal budget for the Township of Franklin be approved and adopted in accordance with this ordinance; and,

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

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

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

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 June 7, 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 June 7, 2021

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

Adopted July 13, 2021

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