



TOWNSHIP OF FRANKLIN
Township Council
Agenda
Tuesday, January 13, 2026

1. Call to Order
2. Pledge of Allegiance
3. Invocation - *Councilwoman Kimberly Francois*
4. Roll Call
5. Executive Session
 - a) [Resolution #26-036 - Authorize Executive Session - Personnel \(Interview Tax Assessor Candidates\) & Attorney/Client Privilege \(Williams Transco\)](#)
[26-036 - Executive Session Resolution.docx](#)
6. Commendations & Proclamations - *None*
7. Public Discussion
8. Address Public Comments & Questions
9. Council Comments & Reports
10. Township Manager's Report
11. Council Discussion Items - *None*
12. Approval of Minutes - *None Submitted*
13. Approval of Warrants
 - a) [Warrants - January 13, 2026](#)
14. Public Hearing & Adoption of Ordinances on Second Reading - *None*
15. Ordinances on Introduction & First Reading
 - a) [Ordinance No. 4487-26 - An Ordinance Adopting a Revision and Codification of the Ordinances of the Township of Franklin, County of Somerset, State of New Jersey](#)
[4487-26 - Code Adoption Ordinance.docx](#)
[Schedule A.docx](#)
[Proposed Code Adoption Ordinance.docx](#)

- b) **Ordinance No. 4488-26 - An Ordinance Amending the Municipal Code of the Township of Franklin, County of Somerset, State of New Jersey, More Particularly Code Chapter 384, Water, Section 384-19, Curb Connection Capital Fees**

4488-26 - Water Curb Connection Capital Fees.docx
Franklin Water Connection Fee Calculation 12.31.2024.pdf
- c) Ordinance No. 4489-26 - An Ordinance Amending Chapter 112 (Land Development) of the Code of the Township of Franklin, County of Somerset, and State of New Jersey to Establish an Inclusionary Zone District entitled MFIZ-4, Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements
4489-26 - Royal Somerset Zoning Ordinance.docx
Royal Somerset Zoning Ordinance.docx
- d) Ordinance No. 4490-26 - An Ordinance Amending Chapter 112 (Land Development) of the Code of the Township of Franklin, County of Somerset, and State of New Jersey to Establish an Inclusionary Zone District entitled MFIZ-2, Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements
4490-26 - Pomegranate Investments Ordinance.docx
Pomegranate Investments Ordinance.docx
- e) Ordinance No. 4491-26 - An Ordinance Amending Chapter 112 (Land Development) of the Code of the Township of Franklin, County of Somerset, and State of New Jersey to Establish an Inclusionary Zone District entitled, Multi Family Inclusionary Zone - 1(MFIZ-1), Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements
4491-26 - Apartment Conversion Zoning.docx
Apartment conversion zoning .docx
- f) Ordinance No. 4492-26 - An Ordinance Amending Chapter 112 (Land Development) of the Code of the Township of Franklin, County of Somerset, and State of New Jersey to Establish an Inclusionary Zone District entitled MFIZ-5, Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements
4492-26 - Dunbar Zoning Ordinance.docx
Dunbar Ordinance.docx
- g) Ordinance No. 4493-26 - An Ordinance Amending the Code of the Township of Franklin, County of Somerset, and State of New Jersey, More Particularly Chapter 112, Land Development, Section 112-350, Franklin Boulevard Redevelopment Plan
4493-26 - Affordable Housing Redevelopment Plan .docx
Franklin Blvd_Redevelopment Plan- FINAL Draft.docx

16. Consent Agenda

- a) Resolution #26-037 - 2026 Senior Citizen Advisory Committee & Youth Services Commission/Municipal Alliance Against Substance Abuse Appointments
26-037 - SCAC & Municipal Alliance 2026 Appts.docx

- b) Resolution #26-038 - Authorize Release of Street Opening Cash Bond - Permit: 24-063 - 436 Girard Avenue - \$750.00 - Jignesh Mehta
26-038 - Release Street Opening - 436 Girard Avenue.docx
436 Girard Ave - Permit # 24-063.pdf
- c) Resolution #26-039 - Award Purchase - ESCNJ Co-Op 23/24-11 - Ford Passenger Transit Van - Paramus Ford Inc d/b/a All American Ford Paramus - Amount Not to Exceed \$61,738.40 with Delivery
26-039 - Award Purchase - ESCNJ - Ford Passenger Transit Van - DPW.docx
Franklin - 25PT1604.pdf
- d) Resolution #26-040 - Award Purchase - ESCNJ Co-Op 22/23-46 - One Cat Model DG100 Natural Gas Emergency Generator - Community Relations Bureau (935 Hamilton) - Foley Power Systems - Amount Not to Exceed \$108,735.00
26-040 - Award Purchase - ESCNJ - Nat Gas Emergency Generator.docx
AJS251215-1 Franklin Twp CRB DG100 Generator Install.pdf
- e) Resolution #26-041 - Extend Competitive Contract - Routine Monitoring of Water Samples - (MC-COM-0024-25) - Garden State Laboratories, Inc. - Year 2 - February 1, 2026 - January 31, 2027 - Amount Not to Exceed \$75,000.00
26-041 - Extend CC - Routine Monitoring Water Samples.docx
Water Sampling Extension 2026-2027.pdf
- f) Resolution #26-042 - Award Bid - Emergency Repairs as Needed for Heating, Ventilation and Air Conditioning Systems - (MC-0019-26) - January 1, 2026 - December 31, 2026 (with 1-year extension) - Envirocon, LLC - Not to Exceed \$250,000.00 per year
26-042 - Award Bid - HVAC Emergency Repairs.docx
20251217073328045.pdf
- g) Resolution #26-043 - Award Bid - Central Station Monitoring, Maintenance, Repair (As Needed), Upgrade, and Testing Security Systems, Sprinkler Annual and Kitchen Suppression Semi Annual Inspections, Fire Extinguisher Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings (MC-0023-26)- Fyr-Fyter Sales & Service Inc. - January 1, 2026 - December 31, 2026 - Amount Not to Exceed \$125,000 per year (Includes Cellular, Unforeseen & Emergent Circumstances)
26-043 - Award Bid - Central Station Monitoring.docx
bid tab.pdf
- h) Resolution #26-044 - Award Bid - Property Cleanup As Needed - MC-0013-25 - January 1, 2026 to December 31, 2027 - RJM Landscape & Design - Amount Not to Exceed \$50,000.00 each year (\$50.00 hourly rate/\$250.00 per container)
26-044 - Award Bid - Property Clean Up.docx
- i) Resolution #26-045 - Award Alternate Contract - MC-NF-0008-26 - Revelation Coaching Services, LLC - Employee Coaching - Amount Not to Exceed \$120,400.00

26-045 - Award NFO PSA - Employee Coaching 2025.docx

- j) Resolution #26-046 - Award Fair and Open Professional Services Agreement - MC-FO-0010-26 - Psychological Screening Services - Institute for Forensic Psychology - Amount Not to Exceed \$16,000.00
26-046 - Award FO PSA - Psychological Screening Services 2026.docx
- k) Resolution #26-047 - Extend Contract - RFQ-XS-0021-25 - YEAR 2 - GASB 75 Valuation - AON Consulting Inc. - Amount Not to Exceed \$10,000.00
26-047 - Extend Contract - GASB 75 Valuation.docx
- l) Resolution #26-048 - Extend Competitive Contract - MC-COM-0028-24 - YEAR 3 - Insurance Broker - Business and Government Insurance Agency/New Venture Benefits Group, Inc.
26-048 - Extend Comp Contract - Ins Broker - BGIA - Year 3.docx
- m) Resolution #26-049 - Award Fair and Open Professional Services Agreement - Work Related Physical Services (MC-FO-0013-26) - RWJ Barnabas Health: Corporate Care - CY2026 - Amount Not to Exceed \$40,000.0
26-049 - Award FO PSA - Work Related Health Services - 2026.docx
- n) Resolution #26-050 - Award Non-Fair and Open Professional Services Agreement - Medical Insurance Third Party Administrator (TPA) - MC-NF-0006-26 - Aetna Life Insurance Company - January 1, 2026 - December 31, 2026 - Amount Not to Exceed \$1,750,000.00
26-050 - NFO PSA - Aetna - Third Party Administrator.docx
- o) Resolution #26-051 - Award Alternate Contracts - MC-NF-0046-26 - Dental Insurance Renewals 2026 - Aetna Life Insurance Company (NTE \$390,000.00) & Cigna Dental (NTE \$2,000.00)

26-051 - Award NFO PSA - Dental Insurances 2026.docx
- p) Resolution #26-052 - Award Non-Fair and Open Professional Services Agreement - Prescription Insurance Third Party Administrator (TPA) - CaremarkPCS Health, LLC - MC-NF-0045-26 - Amount Not to Exceed \$165,000.00
26-052 - Award NFO PSA - Prescription Admin (TPA).docx
- q) Resolution #26-053 - Authorize Shared Services Agreement - Senior Transportation Agreement - Somerset County – CY2026 – Amount Not to Exceed \$96,157.27
26-053 - Shared Service Agreement - Senior Transportation - 2026.docx
2026 Transportation Agreement with Franklin Township.pdf
26-xxx_-_Shared_Service_Agreement_-_Senior_Transportation_-_2026.docx
- r) Resolution #26-054 - Award Contract - New Jersey Cooperative Purchasing Alliance - Contract #CK 04 24-38 - Website, Agenda, Boards & Commissions Software and Hardware Annual Maintenance & Hosting - SHI - Amount Not to Exceed \$43,000.00
26-054 - Award Contract - SHI - Website Agenda B-C Software.docx

SHI Quote-26974625.pdf

- s) Resolution #26-055 - Award Purchase - Non-Fair and Open - Software/Software Maintenance/Network Support (Exempt as per NJSA 40A:11-5(1)(dd) - Edmunds & Associates (MC-NF-0019-26) Amount Not to Exceed \$40,000.00 - Spatial Data Logic (MC-NF-0018-26) Amount Not to Exceed \$80,000.00 - GovOS (MC-NF-0034-26) Amount Not to Exceed \$50,000.00 - StarNet Solutions, Inc. (MC-NF-0032-26) Amount Not to Exceed \$100,000.00
26-055 - Award NFO Contracts - 2026 Software-Software Maintenance.docx
12-05-25 Network Support Configurations MC-NF-0026-26 Starnet COMPLETED.pdf
- t) Resolution #26-056 - Adopt 2026 Central Jersey Joint Insurance Fund (CJJIF) Safety Incentive Program
26-056 - 2026 CFJIF Safety Incentive Program.docx
- u) Resolution #26-057 - Authorize Fireworks Displays - The Palace at Somerset Park - January 2026 Events
26-057 - Fireworks Display - The Palace - Jan 26 Events.docx
PalaceFireworksJan26.pdf
- v) Resolution #26-058 - Authorize Municipal Aid Grant Application 2026-MA-00018 - New Brunswick Road (Cedar Grove to Willow) - Roadway Resurfacing
26-058 - NJDOT Grant Application - NB Rd (Cedar Grove Ave to Willow) (00018).docx
- w) Resolution #26-059 - Authorize Grant Application - Firehouse Subs Public Safety Foundation - Lifesaving Equipment and Resources for Police Department
26-059 - Grant Application - Firehouse Subs Public Safety Foundation.docx
FAQs _Grant_Application_&_Checklist-W9_Updated_FINAL_11-2021.pdf
- x) Resolution #26-060 - Authorize Grant Application - The New Jersey Law Enforcement Wellness and Resiliency Grant Program (NJLEWRG)
26-060 - Grant Application - New Jersey Law Enforcement Wellness and Resiliency Grant Program (NJLEWRG).docx
LEWG-Program-Guidelines.pdf
- y) Resolution #26-061 - Authorize Refund for Construction Water Meters Escrow - BH 31 Schoolhouse Road - Check #164 - \$2,194.34
26-061 - Refund Construction Water Meter Escrows.docx
- z) Resolution #26-062 - Authorize Stormwater Detention Facility Maintenance Agreement - The Foundation of the Wilf Campus - 350 DeMott Lane (Block 386.07, Lot 54.05) - On-Site Detention Basin & Associated Stormwater Pipes & Structures
26-062 - Stormwater Agreement - 350 DeMott Lane.docx
- aa) Resolution #26-063 - Ratifying a Settlement Agreement with Fair Share Housing Center Concerning the Township of Franklin's Fourth Round Housing Element and Fair Share Plan

26-063 - Resolution Endorsing Settlement Agreement.docx
Full Executed - Franklin Settlement Agreement signed (1).pdf

ab) Resolution #26-064 - Authorize Place-to-Place Plenary Retail Consumption License Transfer - Franklin Plaza Plus, LLC, t/a Hideaway Cafe - 3211 Route 27, Unit #1, Franklin Park, NJ 08823
26-064 - PI2PI Transfer - PRC License - Franklin Plaza Plus LLC.docx

ac) Resolution #26-065 - Award Emergency Housing Rehabilitation Contract - 184 Scobee Lane, Somerset - Brescore, LLC - Replace HVAC Unit & Condenser, Repair Switch Box & Provide New Thermostat - Amount Not to Exceed \$13,675.00
26-065 - Award Emergency Housing Rehab Contract - 183 Scobee Lane.docx

ad) Resolution #26-066 - Award Emergency Housing Rehabilitation Contract - 183 Columbus Drive, Franklin Park - Brescore, LLC - Replace HVAC Unit & Condenser & Provide New Thermostat - Amount Not to Exceed \$12,750.00
26-066 - Award Emergency Housing Rehab Contract - 183 Columbus Drive.docx

17. Resolutions, Voted on Separately - *None*

18. Old Business

a) 2026 Boards, Committees & Commissions Vacancies
2026 Vacancy Spreadsheet - Bd-Comm.xlsx

19. Adjournment



RESOLUTION - AUTHORIZE EXECUTIVE SESSION – PERSONNEL (INTERVIEW TAX ASSESSOR CANDIDATES) & ATTORNEY/CLIENT PRIVILEGE (WILLIAMS TRANSCO)

WHEREAS, Section 8 of the Open Public Meetings Act, (N.J.S.A. 10:4-12 (b) (1-9), Chapter 231, P.L. 1975, permits the exclusion of the Public from a meeting under certain circumstances; and

WHEREAS, the Township Council of the Township of Franklin is of the opinion that such circumstances do exist;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin in the County of Somerset, State of New Jersey, as follows:

- 1 The public shall be excluded from discussion of and action upon the hereinafter specified subject matters;
- 2 The general nature of the subject matter to be discussed is as follows: *Personnel (Interview Tax Assessor Candidates) & Attorney/Client Privilege (Williams Transco)*
- 3 The Township Council may take official action on those items discussed in Executive Session upon completion of the Executive Session.
- 4 The minutes of the discussions shall be made available to the public as soon as the matters under discussion are no longer of a confidential or sensitive nature.
- 5 This resolution shall take effect immediately.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**TOWNSHIP OF FRANKLIN
COUNTY OF SOMERSET, NEW JERSEY**

ORDINANCE NO. 4487-26

**AN ORDINANCE ADOPTING A REVISION AND CODIFICATION OF THE ORDINANCES OF THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY**

BE IT ORDAINED AND ENACTED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, as follows:

§ 1-6. Code adopted; existing ordinances continued.

Pursuant to N.J.S.A. 40:49-4, the ordinances of the Township of Franklin of a general and permanent nature adopted by the Township Council of the Township of Franklin, as revised and codified and consisting of Chapters 1 through 390, together with an Appendix, are hereby approved, adopted, ordained and enacted as the Code of the Township of Franklin, hereinafter referred to as the "Code." The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments. This ordinance and the Code adopted hereby shall supersede and replace the 2006 Code of the Township of Franklin, as amended and supplemented.

§ 1-7. Code on file; additions and amendments.

- A. A copy of the Code has been filed in the office of the Township Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance. Following adoption of this ordinance, such copy shall be certified to by the Clerk of the Township of Franklin by impressing thereon the Seal of the Township, as provided by law, and such certified copy shall remain on file in the office of the Township Clerk, to be made available to persons desiring to examine the same during all times while said Code is in effect.
- B. Additions or amendments to the Code, when adopted in such form as to indicate the intent of the Township Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Township of Franklin" shall be understood and intended to include such additions and amendments.

§ 1-8. Notice; publication.

The Clerk of the Township of Franklin shall cause notice of the passage of this ordinance to be given in the manner required by law. The notice of passage of this ordinance coupled with filing of the Code in the office of the Township Clerk as provided in § 1-7 shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-9. Severability.

Each section of this ordinance and of the Code and every part of each section is an independent section or part of a section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-10. Repealer.

- A. Ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Township of Franklin which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. The following ordinances have been excluded from the Code and are specifically repealed:
 - (1) Former Chapter 74, Art. I, Historic Structures, of the 2006 Code.
 - (2) Former Chapter 74, Art. II, Natural Resources, of the 2006 Code.
 - (3) Former Chapter 93, Art. IV, Consumption by Underage Persons on Private Property, of the 2006 Code.

§ 1-11. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-10 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to October 22, 2024.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance, brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.

- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing of grade, changing of name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance or resolution appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the Township's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract, agreement or obligation.
- I. The levy or imposition of taxes, assessments or charges or the approval of the municipal budget.
- J. The dedication of property or approval of preliminary or final subdivision plats.
- K. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- L. Any ordinance adopting or amending the Zoning Map.
- M. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees.

§ 1-12. Changes in previously adopted ordinances.

- A. In preparing the revision and codification of the Township's ordinances pursuant to N.J.S.A. 40:49-4, certain minor grammatical and nonsubstantive changes were made in one or more of said ordinances. It is the intention of the Township Council that all such changes be adopted as part of the Code as if the ordinances so changed had been formally amended to read as such.
- B. In addition, the changes, amendments or revisions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)
- C. Nomenclature changes. Throughout the Code, the following titles have been updated as follows:
 - (1) In Chapter 88, references to "Department of Health" are amended to read "Somerset County Department of Health."
 - (2) In Chapters 151 and 201, references to "Department of Public Health" and "Public Health Department" are amended to read "Somerset County Department of Health."

- (3) In Chapter 206, Art. II, references to "Engineering Department" are amended to read "Department of Land Use" and references to "Township Health Department" are amended to read "Somerset County Department of Health."
- (4) In Chapter 230, references to "massage, bodywork or somatic therapy" are amended to read "massage or bodywork therapy" and references to "massage, bodywork or somatic therapist" are amended to read "massage or bodywork therapist."

§ 1-13. Titles and headings; editor's notes.

- A. Chapter and article titles, headings and titles of sections and other divisions of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-14. Altering or tampering with Code; violations and penalties.

It shall be unlawful for anyone to change, alter or tamper with the Code in any manner which will cause the laws of the Township of Franklin to be misrepresented thereby. Anyone violating this section shall be subject, upon conviction, to one or more of the following penalties: a fine of not more than \$2,000, imprisonment for not more than 90 days or a period of community service not exceeding 90 days, in the discretion of the Judge imposing the same.

§ 1-15. When effective.

This ordinance shall take effect immediately upon final passage and publication as provided by law.

ORDINANCE NO. 4487-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

Township of Franklin Code Adoption Ordinance

Schedule A Specific Revisions at Time of Adoption of Code

Chapter 5, Administration of Government.

A. Section 5-2A is amended to read as follows:

The administrative and legislative functions, powers and duties, except as are by the Charter or general law reserved to the Council, shall be allocated among and within the following functional areas:

- (1) Executive and legislative. (See Article II.)*
- (2) Department of Finance. (See Article III.)*
- (3) Department of Land Use. (See Article IV.)*
- (4) Department of Construction Code Enforcement. (See Article V.)*
- (5) Department of Public Works. (See Article VI.)*
- (6) Department of Information Technology. (See Article VII.)*
- (7) Department of Public Safety. (See Article VIII.)*
- (8) Department of Recreation, Community Celebrations and Parks Administration. (See Article IX.)*
- (9) Department of Fire Prevention. (See Article XI.)*
- (10) Municipal Court. (See Article XII.)*

B. Section 5-22 is amended as indicated: "The Director of Finance shall supervise the work of the above divisions, ~~with the exception of the Municipal Court.~~ He/she shall be appointed by the Manager."

Chapter 13, Boards, Commissions and Committees.

Article III, Agricultural Advisory Committee.

Section 13-6 is amended as indicated: "~~Within the Department of Community Development, and in~~ accordance with P.L. 1999, Chapter 180 (N.J.S.A. 4:1C-43.1), there is hereby established an Agricultural Advisory Committee which shall be appointed by the Township Council and shall report to the Municipal Planning Board."

Article VIII, Environmental Commission.

Section 13-38 is amended to change "Director of Community Development" to "Director of Land Use."

Article X, Historic Preservation Advisory Commission.

Section 13-47 is amended to change "Director of Community Development" to "Director of Land Use and the Construction Official."

Article XVII, Rent Leveling Board.

Section 13-74 is amended to change "Director of Community Development" to "Director of Land Use."

Article XXII, Removal Policy.

- A. Section 13-93A(3)(e) is amended as indicated: "Planning Board (N.J.S.A. 40:55D-23b), ~~except where subject to § 5-27C(2),~~ [for cause]."
- B. Former § 13-94A, regarding the Municipal Ethics Board, is repealed.

Chapter 46, Personnel Policies.

Section 46-9F(1) is amended as indicated: "...without regard to race, sex, color, national origin, religion, age, gender, gender identity or expression, sexual orientation, marital status, political affiliation..."

Chapter 50, Police Department.

Article I, General Provisions.

- A. Section 50-8B, the table is amended as indicated:

Police Department Township of Franklin Table 1		
Test Components for Appointment as Probationary or Regular Police Officer		
Exam Written	Minimum Score Passing Score as Recommended by Testing Agency	Weight 40%
Physical agility	Pass/Fail	N/A
Group psychological	Pass/Fail	N/A
Individual psychological	Pass/Fail	N/A
Medical evaluation	Pass/Fail	N/A
Drug and alcohol testing	Pass/Fail	N/A
Oral interview and background evaluation	N/A	60%

- B. Section 50-22 is amended to change all instances of "Chief of Police" to "Director of Public Safety."

Chapter 60, Retirement Programs.

Article I, Defined Contribution Retirement Program.

Section 60-1 is amended to read as follows:

Pursuant to P.L. 2007, Ch. 92, N.J.S.A. 43:15C-1 et seq, the following positions are deemed to be eligible for and shall participate in the Defined Contribution Retirement Program:

- A. Township Council;
- B. Part-time employees who earn \$5,000 or more annually.

Chapter 99, Amusement Devices.

- A. Section 99-1, the definition of "net floor area" is amended as indicated: "...office space and other areas which are not intended or held out for public use. ~~The Division of Code Enforcement shall determine the maximum number of square feet in each prospective premises subject to this chapter.~~"
- B. Section 99-7A(4) is amended to change "Division of Code Enforcement" to "Department of Construction Code Enforcement" and to change "BOCA Construction Code" to "Uniform Construction Code."
- C. Section 99-8C is amended to change "Division of Code Enforcement" to "Department of Construction Code Enforcement."

Chapter 112, Land Development.

- A. Section 112-4.
 - (1) In the definition of "cluster open space/preservation areas," Subsection D is amended as indicated: "...with all other criteria contained in ~~§ 112-204 et seq~~ this chapter."
 - (2) The definition of "community residences" is amended to change "N.J.S.A. 30:40-1-14" to "N.J.S.A. 30:14-1."
 - (3) The definition of "minor site plan" is amended to change "§ 112-185D(1)" to "§ 112-184."
 - (4) The definition of "open space, cluster" is amended as indicated: "Land within a cluster development ~~pursuant to E800 herein~~ set aside, dedicated, designated..."
- B. Former § 112-9, Summary of requirements, is repealed.
- C. Section 112-12.
 - (1) Subsection B is amended to change "special use" to "conditional use."
 - (2) Subsection D is amended to change "§ 112-193" to "§ 112-200."
- D. Section 112-26A is amended as indicated: "...of a lot which meets the definition of "farm" as defined in this chapter ~~or those applicable uses as per § 112-114 and Article V of this chapter.~~"
- E. Section 112-45.
 - (1) Subsections B and E are amended to change "Department of Institutions and Agencies" to "Department of Human Services."
 - (2) Subsection M is amended to read as follows:
Off-street on-site parking shall include 0.3 spaces per bed plus one space per employee on maximum shift.

- F. Section 112-126E is amended as indicated: "...plans approved by the Board, at the time the trailer(s) is removed ~~in accordance with 112-9H(13) c. above.~~"
- G. Section 112-128 is amended as indicated: "...when reviewing applications for site plan approval, may request additional landscaping ~~pursuant to § 112-192D(19) of this chapter.~~"
- H. Section 112-206.11 is amended as indicated: "...architectural and landscape elements. All signage must conform to ~~§ 112-9C of this Development Ordinance~~ Article XII, Sign Regulations."
- I. Section 112-249K is amended to change "Section G5" to "§ 112-247E."
- J. Section 112-250B is amended to change "§ 112-231" to "§ 112-315."
- K. Section 112-251B is amended as indicated: "Plans shall be prepared in conformance with § 112-300~~P(2) through (6)~~ for submission requirements for use variance applications."
- L. Section 112-280K(5)(f)[4][d][ix] and [e][ix] is amended to change "90100%" to "100%."
- M. Section 112-298 is amended to change "65 days" to "20 days."
- N. Section 112-315G is amended to change "Director of the Division of State and Regional Planning in the Department of Community Affairs" to "State Planning Commission."
- O. Section 112-316 is amended to change "the Department of Community Development" to "Franklin Township."
- P. Section 112-323 is amended to change "Building Code" to "Uniform Construction Code."
- Q. Section 112-324C is amended as indicated: "...a municipal agency pursuant to N.J.S.A. 40:55D-60 and 40:55D-70 of the Municipal Land Use Law. ~~There shall be no fees charged for a zoning permit~~ Fees for zoning permits are included in Schedule 7, Fees, included as an attachment to this chapter."
- R. Attachment 2, Schedule 2, Lot and Yard Requirements, Note 16 is amended to change "CMMR" to "CMR."
- S. Attachment 6, Schedule 6, Landscaping and Buffer Requirements.
 - (1) The landscaping requirement for R-15 District is amended to change "M-2" to "B-I."
 - (2) The buffer requirement for B-I District is amended to change "CMMR" to "CMR."
 - (3) The landscaping requirement for M-3 District is amended to change "M-1" to "B-I."

Chapter 115, Dogs and Other Animals.

Article II, Dogs and Cats.

Section 115-10 is added to read as follows:

§ 115-10. Licensing fee exemption.

Dogs used as guides dogs or service dogs (as defined in N.J.S.A. 10:5-5) shall be licensed and registered as other dogs as hereinabove provided for, except that the owner or keeper of such dog shall not be required to pay any fee therefor. A dog temporarily placed in a foster home as part of a formalized training to be a guide dog or service dog shall not be required to be licensed and registered while the dog remains in the foster home for such training.

Article III, Animal Control.

Section 115-25 is amended as indicated: "... if applicable, shall have been paid and a receipt issued by the ~~Animal Shelter~~ Township."

Article V, Licensing of Kennels, Pet Shops, Shelters and Pounds.

Section 115-44.1 is added to read as follows:

§ 115-44.1. Violations and penalties.

Any person who shall violate the provisions of this article shall, upon conviction by the Judge of the Municipal Court, be subject to the penalties as provided in Chapter 1, Article II, General Penalty.

Article VI, Pet Shop Sales.

Section 115-47 is added to read as follows:

§ 115-47. Violations and penalties.

Any person who shall violate the provisions of this article shall, upon conviction by the Judge of the Municipal Court, be subject to the penalties as provided in Chapter 1, Article II, General Penalty.

Chapter 132, Fire Prevention.

A. Section 132-11B(6)(a) is amended to read as follows:

(a) Photocopies of fire investigation reports:

[1] \$0.05 per letter size page or smaller; and

[2] \$0.07 per legal size page or larger.

B. Section 132-39 is amended to change "Chapters 18 and 18B" to "Chapter 70."

Chapter 142, Garbage, Rubbish and Refuse.

A. In § 142-1, the definition of "Health Department" is amended to read as follows:

HEALTH DEPARTMENT – The Somerset County Department of Health or any duly authorized representative of the Somerset County Department of Health.

B. Section 142-38A is amended to read as follows:

Any person(s) who is found to be in violation of the provisions of this article shall be subject to the general penalty in Chapter 1, Article II, General Penalty.

Chapter 180, Fees.

Article I, Public Records.

Section 180-2A is amended to read as follows:

The fee for a duplicate tax bill shall be \$5 for the first duplicate copy and \$25 for each subsequent duplicate copy of the same tax bill in the same fiscal year. Home/property owners having attained the age of 65 years shall be exempt from the payment of the fee for duplicate tax bills for property in their ownership.

Chapter 183, Property Maintenance.

A. Section 183-7.

- (1) The definition of "Code Enforcement Inspector" is amended to change "Departments of Community Development" to "Construction Code, Planning and Zoning."
- (2) The definition of "Code Enforcement Official" is amended to change "Director of Community Development" to "Director of Land Use."

B. Section 183-56A is amended to read as follows:

Any person, firm or corporation which shall violate any provision of this article shall, upon conviction thereof, be subject to the penalty provisions in Chapter 1, Article II, General Penalty. Each day that a violation continues shall be deemed a separate offense.

Chapter 185, Filming.

Section 185-12 is amended to read as follows:

Any person violating this chapter or these rules and regulations, upon conviction thereof, shall be subject to the penalty provisions in Chapter 1, Article II, General Penalty. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Chapter 188, Firewood.

Section 188-2 is added to read as follows:

§ 188-2. Violations and penalties.

Any person, firm or corporation violating any of the provisions of this chapter shall, upon conviction, be punished as provided in Chapter 1, Article II, General Penalty, in the discretion of the Municipal Court Judge.

Chapter 192, Flood Damage Prevention.

Section 192-8A is amended to read as follows:

No structure or land shall hereafter be constructed, relocated to, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this chapter or fails to comply with any of its requirements shall be subject to the penalty provisions in Chapter 1, Article II, General Penalty.

Chapter 206, Soil Removal and Deposit.**Article III, Soil Disturbances.**

In § 206-41A, the definition of "Soil Conservation District" is amended to change "N.J.S.A. 4:24-1 et seq." to "N.J.S.A. 4:24-1 et seq."

Chapter 210, Housing Discrimination.

Section 210-4 is amended to change all instances of "Human Rights Commission" to "Human Relations Commission."

Chapter 226, Vehicles and Traffic.

In § 226-11, the introductory paragraph is amended to read as follows:

No person shall park a vehicle for longer than the time limit shown below at any time between the hours listed on any day (except Sundays and public holidays) upon any streets or parts of streets described.

Chapter 245, Non-Gender-Specific Restrooms.

Section 245-7 is amended to read as follows:

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty. Each day on which a violation of this chapter exists shall be considered a separate and distinct violation and shall be subject to imposition of a separate penalty for each day of the violation as the Municipal Court Judge may determine.

Chapter 260, Parks and Recreation.**Article VI, John Clyde Memorial Native Grassland Preserve (Part of Ten Mile Run Greenway).**

Section 260-32 is amended to read as follows:

Any person violating any part of this article shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty.

Article VII, Negri-Nepote Native Grassland Preserve (Part of Middlebush Greenway).

Section 260-40 is amended to read as follows:

Any person violating any part of this article shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty.

Article IX, Synthetic Turf Fields.

Section 260-43 is added to read as follows:

§ 260-43. Violations and penalties.

Any person violating any part of this article shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty.

Chapter 290, Rental Dwellings.**Article I, Eviction for Nonpayment of Rent; Fire-Damaged Property.**

Section 290-1 is amended to change "Director of Community Resources and Services" to "Township Clerk."

Chapter 294, Rent Control.

Article I, Rent Leveling Board.

Section 294-12 is amended to change "Department of Community Development" to "Township Manager or designee."

Chapter 303, Sales.

Article I, Christmas Sales.

Section 303-2 is amended as indicated: "...used during the Christmas season in A, RR5, RR3, CP, NB, OP, G-B, ~~M-1 and M-2~~ and B-I Zones within the Township, including authorization..."

Chapter 325, Special Events.

Section 325-22 is added to read as follows:

§ 325-22. Violations and penalties.

Any person, firm or corporation who shall violate or fail to comply with this chapter shall be subject to the penalties included in Chapter 1, Article II, General Penalty.

Chapter 333, Streets and Sidewalks.

Article IV, Sidewalk Maintenance.

Section 333-54.1 is added to read as follows:

§ 333-54.1. Violations and penalties.

Any person violating any part of this article shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty.

Article V, Banners.

Section 333-57.1 is added to read as follows:

§ 333-57.1. Violations and penalties.

Any person violating any part of this article shall, upon conviction thereof, be punished by the penalty provisions in Chapter 1, Article II, General Penalty.

Chapter 340, Swimming Pools.

Section 340-2 is amended to read as follows:

The Public Recreational Bathing Statute, N.J.S.A. 26:1A-7 and 26:4A-7 (N.J.A.C. 8:26) as effective May 12, 2000, and as the same shall be updated in the future, shall be enforced.

Chapter 345, Taxation.

Article III, Development and Redevelopment Tax Abatement or Exemption.

Section 345-16B is amended to change "Ordinance No. 3954-11" to "Ordinance No. 3960-12."

PROPOSED CODE ADOPTION ORDINANCE
for the
CODE OF THE TOWNSHIP OF FRANKLIN, NEW JERSEY
December 2025

GENERAL CODE
781 Elmgrove Road
Rochester, New York 14624
800 836-8834
www.generalcode.com

TOWNSHIP OF FRANKLIN
COUNTY OF SOMERSET, NEW JERSEY

ORD. NO. _____

AN ORDINANCE ADOPTING A REVISION AND CODIFICATION OF THE ORDINANCES
OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY

Be it ordained and enacted by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, as follows:

§ 1-6. Code adopted; existing ordinances continued.

Pursuant to N.J.S.A. 40:49-4, the ordinances of the Township of Franklin of a general and permanent nature adopted by the Township Council of the Township of Franklin, as revised and codified and consisting of Chapters 1 through 390, together with an Appendix, are hereby approved, adopted, ordained and enacted as the Code of the Township of Franklin, hereinafter referred to as the "Code." The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments. This ordinance and the Code adopted hereby shall supersede and replace the 2006 Code of the Township of Franklin, as amended and supplemented.

§ 1-7. Code on file; additions and amendments.

- A. A copy of the Code has been filed in the office of the Township Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance. Following adoption of this ordinance, such copy shall be certified to by the Clerk of the Township of Franklin by impressing thereon the Seal of the Township, as provided by law, and such certified copy shall remain on file in the office of the Township Clerk, to be made available to persons desiring to examine the same during all times while said Code is in effect.
- B. Additions or amendments to the Code, when adopted in such form as to indicate the intent of the Township Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Township of Franklin" shall be understood and intended to include such additions and amendments.

§ 1-8. Notice; publication.

The Clerk of the Township of Franklin shall cause notice of the passage of this ordinance to be given in the manner required by law. The notice of passage of this ordinance coupled with filing of the Code in the office of the Township Clerk as provided in § 1-7 shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

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§ 1-9. Severability.

Each section of this ordinance and of the Code and every part of each section is an independent section or part of a section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-10. Repealer.

- A. Ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Township of Franklin which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. The following ordinances have been excluded from the Code and are specifically repealed:
 - (1) Former Chapter 74, Art. I, Historic Structures, of the 2006 Code.
 - (2) Former Chapter 74, Art. II, Natural Resources, of the 2006 Code.
 - (3) Former Chapter 93, Art. IV, Consumption by Underage Persons on Private Property, of the 2006 Code.

§ 1-11. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-10 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to October 22, 2024.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance, brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.

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- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing of grade, changing of name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance or resolution appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the Township's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract, agreement or obligation.
- I. The levy or imposition of taxes, assessments or charges or the approval of the municipal budget.
- J. The dedication of property or approval of preliminary or final subdivision plats.
- K. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- L. Any ordinance adopting or amending the Zoning Map.
- M. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees.

§ 1-12. Changes in previously adopted ordinances.

- A. In preparing the revision and codification of the Township's ordinances pursuant to N.J.S.A. 40:49-4, certain minor grammatical and nonsubstantive changes were made in one or more of said ordinances. It is the intention of the Township Council that all such changes be adopted as part of the Code as if the ordinances so changed had been formally amended to read as such.
- B. In addition, the changes, amendments or revisions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)
- C. Nomenclature changes. Throughout the Code, the following titles have been updated as follows:
 - (1) In Chapter 88, references to "Department of Health" are amended to read "Somerset County Department of Health."
 - (2) In Chapters 151 and 201, references to "Department of Public Health" and "Public Health Department" are amended to read "Somerset County Department of Health."

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- (3) In Chapter 206, Art. II, references to "Engineering Department" are amended to read "Department of Land Use" and references to "Township Health Department" are amended to read "Somerset County Department of Health."
- (4) In Chapter 230, references to "massage, bodywork or somatic therapy" are amended to read "massage or bodywork therapy" and references to "massage, bodywork or somatic therapist" are amended to read "massage or bodywork therapist."

§ 1-13. Titles and headings; editor's notes.

- A. Chapter and article titles, headings and titles of sections and other divisions of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-14. Altering or tampering with Code; violations and penalties.

It shall be unlawful for anyone to change, alter or tamper with the Code in any manner which will cause the laws of the Township of Franklin to be misrepresented thereby. Anyone violating this section shall be subject, upon conviction, to one or more of the following penalties: a fine of not more than \$2,000, imprisonment for not more than 90 days or a period of community service not exceeding 90 days, in the discretion of the Judge imposing the same.

§ 1-15. When effective.

This ordinance shall take effect immediately upon final passage and publication as provided by law.

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4488-26**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, MORE PARTICULARLY CODE CHAPTER 384, WATER, MORE PARTICULARLY, SECTION 384-19, CURB CONNECTION CAPITAL FEES

SUMMARY

An Ordinance Amending Code Section 384-19, Curb Connection Capital Fees by changing the fees for the period of January 1, 2026 to December 31, 2026 to \$2,650.62 based on a system cost in CY2024 of \$81,768,991 and 30,849 equivalent units. The connection fee for a given year is based on the system costs and total connections for the previous year.

BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey that the Code of the Township of Franklin be and it is hereby amended as follows:

SECTION I

Chapter 384-19, Curb Connection Capital Fees is hereby amended as follows:

§ 384-19. Curb connection capital fees.

Charges for curb connection shall be calculated as follows:

- A. The number of equivalent single-family connections, referred to as "equivalent units," within the district shall be determined annually on or about January 1. One equivalent unit shall be defined as the average daily flow of water to an average single-family residence within the utility's district and which shall equal in amount 206 gallons per day. Facilities other than single-family residences shall be assigned a total number of equivalent units equal to the facility's average daily demand divided by the flow established for one equivalent unit.
- B. The total system cost shall include debt service costs and capital expenditures less any nonreimbursable gifts, grants, subsidies, etc., and shall be defined annually on or about January 1.
- C. The connection fee for an equivalent unit for the current year shall equal the ratio of the total historical system cost through the previous year to the total number of equivalent units for the previous year. The fee to be paid for a particular connection, will be equal to the number of equivalent units for the connection multiplied by the connection fee for an equivalent unit.
- D. Determination of number of equivalent units.
 - (1) The Township Council shall annually, on or before January 1 of each year, adopt a resolution fixing and determining the total number of equivalent units for the previous year, the total system cost for the previous year and the connection charge for the present year in accordance with the formula set forth in this chapter.
 - (2) The connection fee for one equivalent unit in Franklin Township for the period January 1, ~~2024~~ 2026 to December 31, ~~2024~~ 2026 shall be ~~\$2,511.45~~ \$2,650.62 based on a system cost in ~~CY2022 of \$76,953,374~~ CY2024 of \$81,768,991 and ~~30,641~~ 30,849 equivalent units. The connection fee for a given year is based on the system costs and total connections for the previous year. (1990 fee/12-12-1989; 1991 fee/2-12-1991; fee/1-14-1992; 1993 fee/1-25-1994; 1995 fee/1-24-1995; 1997 fee/2-11-1997; 1998 fee/2-25-1998; FY2001 fee/9-12-2000; FY2003 fee/7-9-2002; FY2005 fee/9-14-2004;

Franklin Township



In Somerset County

FY2007 fee/2-13-2006; FY2008 fee/3-11-2008; FY2010 fee/ 11-10-2009; CY2013 fee/02-26-2013; CY2014 fee/07-08-2014).

E. No connection fee shall be charged for any building, construction and property of whatsoever kind and type owned and/or operated by Franklin Township or its public school system which are now directly or indirectly connected with or which may in the future be connected to the water system.

- (1) Curb connection tap fee. Charges for curb connection tap fees based on the required time and material shall be provided at the time of application to the Water Division.

SECTION II

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the Ordinance shall not be affected.

SECTION III

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as to the extent of such inconsistency.

SECTION IV

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO. 4488-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: 01/13/2026

Published:

Public Hearing: 02/10/2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

TOWNSHIP OF FRANKLIN
SOMERSET COUNTY
WATER UTILITY
SCHEDULE OF WATER CONNECTION FEE COMPUTATION
AS OF DECEMBER 31, 2024

Total Historical Costs (Schedule 2)	\$ 81,768,991
Divided by:	
Total Equivalent Single Family Units (Appendix A)	<u>30,849</u>
Connection Fee for One Equivalent Unit	<u><u>\$ 2,650.62</u></u>

TOWNSHIP OF FRANKLIN
SOMERSET COUNTY, NJ
WATER UTILITY
SCHEDULE OF HISTORICAL SYSTEM COSTS

<u>YEAR</u>	<u>GRAND TOTAL</u>	<u>DEBT SERVICE TOTAL</u>	<u>DEBT PRINCIPAL</u>	<u>INTEREST</u>	<u>FACILITIES IMPROV. OUT OF NON-BONDED EXPENSE</u>
1954-1960	\$ 158,194	\$ 129,306	\$ 60,000	\$ 69,306	\$ 28,888
1961-1970	830,227	493,393	318,000	175,393	336,834
1971-1980	1,800,172	946,971	585,000	361,971	853,201
1981-1990	6,344,298	2,162,635	976,500	1,186,135	4,181,663
1991-2000	13,019,693	11,716,596	5,921,917	5,794,679	1,303,096
SFY 2000-2009	15,780,472	14,690,866	11,909,369	2,781,497	1,089,606
SFY 2010	1,979,594	1,383,380	1,281,850	101,530	596,214
SFY 2011	1,635,228	1,535,228	1,436,055	99,173	100,000
TY 2011	283,616	283,616	196,194	87,422	-
CY 2012	1,240,952	1,226,685	972,592	254,093	14,267
CY 2013	1,694,178	1,264,384	1,041,668	222,716	429,794
CY 2014	3,218,307	1,212,846	1,017,688	195,157	2,005,461
CY 2015	2,392,830	1,554,526	1,280,278	274,248	838,304
CY 2016	2,018,716	1,563,525	1,316,776	246,749	455,191
CY 2017	2,051,074	1,522,931	1,307,790	215,141	528,143
CY 2018	2,259,571	1,627,938	1,230,000	397,938	631,633
CY 2019	2,429,618	1,626,373	1,255,000	371,373	803,246
CY 2020	1,940,022	1,710,256	1,280,000	430,256	229,767
CY 2021	1,819,941	1,661,000	1,245,000	416,000	158,941
CY 2022	2,204,245	1,648,281	1,265,000	383,281	555,963
CY 2023	2,269,825	1,605,982	1,265,000	340,982	663,843
CY 2024	2,545,792	2,069,128	1,315,000	754,128	476,663
TOTALS	\$ <u>82,936,259</u>	\$ <u>65,352,442</u>	\$ <u>44,398,594</u>	\$ <u>20,953,848</u>	\$ <u>18,673,423</u>
Total Historical System Costs					\$ 82,936,259
Less: Subsidies and Non-Includable Expenses					<u>1,167,268</u>
Net Total Historical System Costs for Water Connection Fee Computation					<u>\$ 81,768,991</u>

Appendix A

Type	Accounts	Usage	Compound Usage	Deduct Usage	Total Usage	Excess Usage	Average Flow (GPD)	Equivalent Connections
R01	5/8-3/4"	9,995	608,711,383	-	608,711,383	165,552,629	167	10,210
R02	1"	226	25,896,927	-	25,896,927	10,260,256	314	434
R03	1 1/4"	4	3,718,219	-	3,718,219	2,809,895	2,547	62
R04	1 1/2"	188	71,923,222	-	71,923,222	42,232,654	1,048	1,206
R05	2"	319	255,447,095	-	255,447,095	190,369,640	2,194	4,285
R06	3"	59	107,118,848	-	107,118,848	91,300,894	4,974	1,797
R07	4"	57	92,207,612	-	92,207,612	73,185,692	4,432	1,547
R08	6"	25	190,736,186	-	190,736,186	172,339,238	20,903	3,199
R10	8"	16	22,712,944	-	22,712,944	19,054,649	3,889	381
R11	10"	9	2,013,478	-	2,013,478	-	613	34
RES	5/8-3/4"	7,694	458,711,607	-	458,711,607	118,292,869	163	7,694
Total		18,592	1,839,197,521	-	1,839,197,521	885,398,416		30,849

NOTE: Total Water Usage = Usage plus Compound Usage minus Deduct Usage.
 NOTE: Excess Usage = Year/Prd Usage over the Bill Code Minimum Allowance minus Year/Prd Deduct Usage.

**TOWNSHIP OF FRANKLIN
ORDINANCE NO. 4489-26**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE CODE OF THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE OF NEW JERSEY TO ESTABLISH
AN INCLUSIONARY ZONE DISTRICT ENTITLED MFIZ-4, PROVIDING AFFORDABLE HOUSING
UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone (MFIZ-4) is hereby established and applied to certain lands along Davidson Avenue as follows:

SECTION I

Chapter 112 entitled "Land Development" of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, Multi Family Inclusionary Zones as follows:

§351 Multi Family Inclusionary Zone -4 (MFIZ-4). The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-4 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone – 4 shall be applied to the property being known as Block 502.01 Lots 47.02, 50.01, 51.01 and 52.01 in the

Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone – 4 shall be permitted to be developed with a residential housing development with a minimum 50% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone - 4 shall be multifamily apartments.

(3) Standards:

- A. No apartment building shall be closer than 40 feet to any other apartment building nor shall be located within 200 feet of a single-family dwelling which is not located on the same lot.
- B. No more than 100 dwelling units shall be contained in any one apartment structure.
- C. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least six (6) feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan.
- D. No off-street parking area shall be located within the required front yard area of the development tract.
- E. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- F. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- G. Each parking area shall contain no more than 50 vehicle spaces and shall be adequately lighted either with LED wall-mounted or post-mounted ornamental fixtures.
- H. No off-street parking spaces, including detached garages, shall be located closer than seven feet to the principal building, and no principal building shall have off-street parking areas on all sides of the building.
- I. No off-street parking area shall be located closer than 10 feet to a side or rear property line.
- J. If garages are provided, they shall have an unobstructed clear floor space area of not less than 240 square feet and such a garage may be built into the dwelling structure or separately constructed as herein provided.

- K. Under building parking is permitted with maximum amount of 50 spaces permitted per building.
- L. Each group of attached garages shall be no more than one story in height. The architectural design and materials used in the construction thereof shall conform to the design and building materials used in the construction of other buildings and structures. No part of any garage or other accessory building shall be used for living purposes.
- M. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 15,000 square feet of such recreational facilities shall be provided. These areas may include walking paths, green spaces, active recreation and indoor amenities. A minimum of 7 acres must be subject to conservation easements.
- N. Other requirements.
 - (1) All projects shall be serviced by public water and sewer utilities.
 - (2) Minimum lot size shall be 10 acres
 - (3) Minimum frontage shall be 250 feet.
 - (4) Minimum front yard shall be 75 feet.
 - (5) Minimum one side yard shall be 40 feet – Minimum both side yards shall be 90 feet.
 - (6) Maximum density shall be 22 units per acre
 - (7) Maximum lot coverage shall be 20%.
 - (8) Maximum impervious coverage shall be 40%
 - (8) Minimum rear yard shall be 50 feet.
 - (9) The total height of the building shall not exceed 6 stories nor 75 feet in height
 - 10) Minimum side yard setback for accessory building shall be 20 feet
 - 11) Minimum rear yard setback for accessory building shall be 20 feet
 - 12) Minimum rear and side yard setback for garden shed and dumpster shall be 8 feet
 - 13) One entry sign shall be permitted per Schedule 5, Sign Regulations.
 - 14) One building identification sign shall be permitted per building frontage and each such sign shall not exceed 12 square feet
- O. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:
 - (1) Private garage(s).
 - (2) Swimming pool(s).
 - (3) Recreation areas and incidental structures accessory thereto.
 - (4) Management office(s).
 - (5) Maintenance and storage building(s).

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 4 (MFIZ – 4) zone as follows:

MFIZ-4 Multi Family Inclusionary Zone - 4

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 4 (Multi Family Inclusionary Zone – 4):

Block 502.01 Lots 47.02, 50.01, 51.01 and 52.01

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 4 as follows:

MFIZ – 4 (Multi Family Inclusionary Zone – 4). The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-4 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO. 4489-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

**TOWNSHIP OF FRANKLIN
ORDINANCE NO. 2026-XXX**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE
CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE
OF NEW JERSEY TO ESTABLISH AN INCLUSIONARY ZONE DISTRICT ENTITLED
MFIZ-4, PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED
SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone (MFIZ-4) is hereby established and applied to certain lands along Davidson Avenue as follows:

SECTION I

Chapter 112 entitled “Land Development” of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, entitled MFIZ-4 as follows:

§348 Multi Family Inclusionary Zone -4 (MFIZ-4). The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-4 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone – 4 shall be applied to the property being known as Block 502.01 Lots 47.02, 50.01, 51.01 and 52.01 in the Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in

accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone – 4 shall be permitted to be developed with a residential housing development with a minimum 50% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone - 4 shall be multifamily apartments.

(3) Standards:

- A. No apartment building shall be closer than 40 feet to any other apartment building nor shall be located within 200 feet of a single-family dwelling which is not located on the same lot.
- B. No more than 100 dwelling units shall be contained in any one apartment structure.
- C. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least six (6) feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan.
- D. No off-street parking area shall be located within the required front yard area of the development tract.
- E. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- F. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- G. Each parking area shall contain no more than 50 vehicle spaces and shall be adequately lighted either with LED wall-mounted or post-mounted ornamental fixtures.
- H. No off-street parking spaces, including detached garages, shall be located closer than seven feet to the principal building, and no principal building shall have off-street parking areas on all sides of the building.
- I. No off-street parking area shall be located closer than 10 feet to a side or rear property line.
- J. If garages are provided, they shall have an unobstructed clear floor space area of not less than 240 square feet and such a garage may be built into the dwelling structure or separately constructed as herein provided.

- K. Under building parking is permitted with maximum amount of 500 spaces permitted
- L. Each group of attached garages shall be no more than one story in height. The architectural design and materials used in the construction thereof shall conform to the design and building materials used in the construction of other buildings and structures. No part of any garage or other accessory building shall be used for living purposes.
- M. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 400 square feet of recreational area shall be provided for each dwelling unit. These areas may include walking paths, green spaces, active recreation and indoor amenities.
- N. Other requirements.
- (1) All projects shall be serviced by public water and sewer utilities.
 - (2) Minimum lot size shall be 10 acres
 - (3) Minimum frontage shall be 250 feet.
 - (4) Minimum front yard shall be 75 feet.
 - (5) Minimum one side yard shall be 40 feet – Minimum both side yards shall be 90 feet.
 - (6) Maximum density shall be 22 units per acre
 - (7) Maximum lot coverage shall be 20%.
 - (8) Maximum impervious coverage shall be 40%
 - (8) Minimum rear yard shall be 50 feet.
 - (9) The total height of the building shall not exceed 6 stories nor 75 feet in height
 - 10) Minimum side yard setback for accessory building shall be 20 feet
 - 11) Minimum rear yard setback for accessory building shall be 20 feet
 - 12) Minimum rear and side yard setback for garden shed and dumpster shall be 8 feet
 - 13) One entry sign shall be permitted per Schedule 5, Sign Regulations.
 - 14) One building identification sign shall be permitted per building frontage and each such sign shall not exceed 12 square feet
- O. The development shall incorporate suitable emergency access(es) supplemental to the main means of vehicular access.
- P. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:
- (1) Private garage(s).
 - (2) Swimming pool(s).
 - (3) Recreation areas and incidental structures accessory thereto.
 - (4) Management office(s).

(5) Maintenance and storage building(s).

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 4 (MFIZ – 4) zone as follows:

MFIZ-4 Multi Family Inclusionary Zone - 4

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 5 (Multi Family Inclusionary Zone – 4):

Block 502.01 Lots 47.02, 50.01, 51.01 and 52.01

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 4 as follows:

MFIZ – 4 (Multi Family Inclusionary Zone – 4). The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-4 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

DRAFT

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4490-26**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE CODE OF THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE OF NEW JERSEY TO ESTABLISH
AN INCLUSIONARY ZONE DISTRICT ENTITLED MFIZ-2, PROVIDING AFFORDABLE HOUSING
UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone -2 (MFIZ-2) is hereby established and applied to certain lands along Elizabeth Avenue as follows:

SECTION I

Chapter 112 entitled "Land Development" of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, Multi Family Inclusionary Zones as follows:

§349 Multi Family Inclusionary Zone -2 (MFIZ-2). The purpose of the Multi Family Inclusionary Zone -2 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-2 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone District - 2 shall be applied to the property being known as Block 500.01 Lot 1 in the Township Tax Map. The

Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone District 2 shall be permitted to be developed with a residential housing development with a minimum of 50% of the total number of the residential units be reserved for very-low/low/moderate income households in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone - 2 shall be inclusionary affordable housing development of apartment buildings.

(3) Standards:

- A. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least six feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan.
- B. No off-street parking area shall be located within the required front yard area of the development tract.
- C. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- D. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- E. Under building parking is permitted with maximum amount of 250 spaces permitted
- F. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 400 square feet of recreational area shall be provided for each dwelling unit. These areas may include walking paths, green spaces, active recreation and indoor amenities.
- G. Other requirements.
 - (1) All projects shall be serviced by public water and sewer utilities.
 - (2) Minimum lot size shall be 3 acres.
 - (3) Minimum frontage shall be 200 feet.
 - (4) Minimum building setbacks shall be as follows: front yard - 50 feet; one side yard - 10 feet; both side yards - 50 feet; rear yard - 25 feet. Front yard setbacks shall apply along Elizabeth Avenue while yards adjoining Route 287 and Marcy Street (paper street) shall be considered side yards.
 - (5) Minimum setbacks for parking lots (whether above or below ground) shall be as follows: front yard - 25 feet; side yards - 10 feet; rear yard - 25 feet.

Front yard setbacks shall apply along Elizabeth Avenue while yards adjoining Route 287 and Marcy Street (paper street) shall be considered side yards.

- (6) The number of dwelling units shall not exceed 200 dwellings inclusive of affordable units.
- (7) Maximum lot coverage shall be 50%.
- (8) Maximum impervious coverage shall be 70%.
- (9) The total height of the building shall not exceed 5 stories nor 65 feet in height
- (10) Minimum side yard setback for accessory building shall be 10 feet.
- (11) Minimum side yard setback for garden shed and dumpster shall be 8 feet.
- (12) One entry sign shall be permitted as per Schedule 5
- (13) One building identification sign shall be permitted per building each such sign shall not exceed 12 square feet.
- (14) Interior driveway widths shall be at least 24 feet wide where used with ninety-degree angle parking and at least 18 feet wide where used with sixty-degree or forty-five degree parking. Where there is no parking, interior driveways shall be at least fifteen feet wide for one-way traffic movement and at least 22 feet wide for two-way traffic movement.

H. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:

- (1) Private garages.
- (2) Swimming pools.
- (3) Recreation areas and incidental structures accessory thereto.
- (4) Management office.
- (5) Maintenance and storage building.

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 2 (MFIZ – 2) zone as follows:

MFIZ-2 Multi Family Inclusionary Zone - 2

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 2 (Multi Family Inclusionary Zone – 2):

Block 500.01 Lot 1

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 2 as follows:

MFIZ – 2 (Multi Family Inclusionary Zone – 2. The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-2 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

ORDINANCE NO. 4490-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

**TOWNSHIP OF FRANKLIN
ORDINANCE NO. 2026-XXX**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE
CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE
OF NEW JERSEY TO ESTABLISH AN INCLUSIONARY ZONE DISTRICT ENTITLED
MFIZ-2, PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED
SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone -2 (MFIZ-2) is hereby established and applied to certain lands along Elizabeth Avenue as follows:

SECTION I

Chapter 112 entitled “Land Development” of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, entitled MFIZ-2 as follows:

§348 Multi Family Inclusionary Zone -2 (MFIZ-2). The purpose of the Multi Family Inclusionary Zone -2 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-2 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone District - 2 shall be applied to the property being known as Block 500.01 Lot 1 in the Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in accordance with the

foregoing and is incorporated by reference. The Multi Family Inclusionary Zone District 2 shall be permitted to be developed with a residential housing development with a minimum of 50% of the total number of the residential units be reserved for very-low/low/moderate income households in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone - 2 shall be inclusionary affordable housing development of apartment buildings.

(3) Standards:

- A. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least six feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan.
- B. No off-street parking area shall be located within the required front yard area of the development tract.
- C. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- D. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- E. Under building parking is permitted with maximum amount of 250 spaces permitted
- F. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 400 square feet of recreational area shall be provided for each dwelling unit. These areas may include walking paths, green spaces, active recreation and indoor amenities.
- G. Other requirements.
 - (1) All projects shall be serviced by public water and sewer utilities.
 - (2) Minimum lot size shall be 3 acres.
 - (3) Minimum frontage shall be 200 feet.
 - (4) Minimum building setbacks shall be as follows: front yard - 50 feet; one side yard - 10 feet; both side yards - 50 feet; rear yard – 25 feet. Front yard setbacks shall apply along Elizabeth Avenue while yards adjoining Route 287 and Marcy Street (paper street) shall be considered side yards.
 - (5) Minimum setbacks for parking lots (whether above or below ground) shall be as follows: front yard - 25 feet; side yards - 10 feet; rear yard – 25 feet. Front yard

setbacks shall apply along Elizabeth Avenue while yards adjoining Route 287 and Marcy Street (paper street) shall be considered side yards.

- (6) The number of dwelling units shall not exceed 200 dwellings inclusive of affordable units.
- (7) Maximum lot coverage shall be 50%.
- (8) Maximum impervious coverage shall be 70%.
- (9) The total height of the building shall not exceed 5 stories nor 65 feet in height
- (10) Minimum side yard setback for accessory building shall be 10 feet.
- (11) Minimum side yard setback for garden shed and dumpster shall be 8 feet.
- (12) One entry sign shall be permitted as per Schedule 5
- (13) One building identification sign shall be permitted per building each such sign shall not exceed 12 square feet.
- (14) Interior driveway widths shall be at least 24 feet wide where used with ninety-degree angle parking and at least 18 feet wide where used with sixty-degree or forty-five degree parking. Where there is no parking, interior driveways shall be at least fifteen feet wide for one-way traffic movement and at least 22 feet wide for two-way traffic movement.

H. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:

- (1) Private garages.
- (2) Swimming pools.
- (3) Recreation areas and incidental structures accessory thereto.
- (4) Management office.
- (5) Maintenance and storage building.

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 2 (MFIZ – 2) zone as follows:

MFIZ-2 Multi Family Inclusionary Zone - 2

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 2 (Multi Family Inclusionary Zone – 2):

Block 500.01 Lot 1

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 2 as follows:

MFIZ – 2 (Multi Family Inclusionary Zone – 2. The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share

Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-2 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4491-26**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE CODE OF THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE OF NEW JERSEY TO ESTABLISH
AN INCLUSIONARY ZONE DISTRICT ENTITLED MULTI FAMILY INCLUSIONARY ZONE – 1 (MFIZ-
1), PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED SUBJECT TO CERTAIN
CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone -1 (MFIZ-1) is hereby established and applied to certain lands along Davidson Avenue as follows:

SECTION I

Chapter 112 entitled “Land Development” of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, entitled Multi Family Inclusionary Zones as follows:

§348 Multi Family Inclusionary Zone -1 (MFIZ-1). The purpose of the Multi Family Inclusionary Zone -1 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-1 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone District - 1 shall be applied to the property being known as Block 468.01 Lot 15.01 in the Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone District - 1 shall be permitted to be developed with a residential housing development with a 100% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.
- (2) Principal Permitted Use in the Multi Family Inclusionary Zone -1 shall be multifamily apartments.
- (3) Standards:
 - A. The existing landscaping and perimeter buffers shall be maintained in good condition.
 - B. All new utilities must be installed underground.
 - C. All existing lighting shall be maintained in good condition.
 - D. Maximum density 15 units per acre
 - E. All projects shall be served by public water and sewer
 - G. All existing amenities (e.g., outdoor swimming pool, BBQ/picnic fire pit area, landscaped walking paths, recreational green space, and clubhouse building with a fitness center, and communal space for resident events, meetings, and gatherings) shall remain and maintained in good working order. The existing amenities may be replaced, moved or changed to other similar amenities subject to the review and approval by the Township.
 - H. Other requirements.
 - (1) Minimum lot size shall be 9 acres
 - (3) Minimum frontage shall be 250 feet.
 - (4) Minimum front yard shall be 50 feet.
 - (5) Minimum side yard shall be 10 feet
 - (6) Maximum lot coverage shall be 50%.
 - (7) Maximum impervious coverage shall be 70%
 - (8) Minimum rear yard shall be 50 feet.
 - (9) The total height of any building shall not exceed 2 stories nor 35 feet in height
 - I. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:
 - (1) Community building and clubhouse.
 - (2) Outdoor recreational facility
 - (3) Swimming pool
 - (4) Management office.
 - (5) Maintenance and storage building.

(6) Refuse and recycling structures

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 1 (MFIZ – 1) zone as follows:

MFIZ-1 Multi Family Inclusionary Zone - 1

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 1 (Multi Family Inclusionary Zone – 1):

Block 468.01 Lot 15.01

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 1 as follows:

MFIZ – 1 (Multi Family Inclusionary Zone – 1). The purpose of the Multi Family Inclusionary Zone -1 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-1 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO. 4491-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

**TOWNSHIP OF FRANKLIN
ORDINANCE NO. 2026-XXX**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE
CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE
OF NEW JERSEY TO ESTABLISH AN INCLUSIONARY ZONE DISTRICT ENTITLED
MULTI FAMILY INCLUSIONARY ZONE – 1 (MFIZ-1), PROVIDING AFFORDABLE
HOUSING UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND
REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone -1 (MFIZ-1) is hereby established and applied to certain lands along Davidson Avenue as follows:

SECTION I

Chapter 112 entitled “Land Development” of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, entitled MFIZ-1 as follows:

§348 Multi Family Inclusionary Zone -1 (MFIZ-1). The purpose of the Multi Family Inclusionary Zone -1 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-1 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone District - 1 shall be applied to the property being known as Block 468.01 Lot 15.01 in the Township Tax Map. The

Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone District - 1 shall be permitted to be developed with a residential housing development with a 100% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone -1 shall be multifamily apartments.

(3) Standards:

- A. The existing landscaping and perimeter buffers shall be maintained in good condition.
- B. All new utilities must be installed underground.
- C. All existing lighting shall be maintained in good condition.
- D. Maximum density 15 units per acre
- E. All projects shall be served by public water and sewer
- G. All existing amenities (e.g., outdoor swimming pool, BBQ/picnic fire pit area, landscaped walking paths, recreational green space, and clubhouse building with a fitness center, and communal space for resident events, meetings, and gatherings) shall remain and maintained in good working order.
- H. Other requirements.
 - (1) Minimum lot size shall be 9 acres
 - (3) Minimum frontage shall be 250 feet.
 - (4) Minimum front yard shall be 50 feet.
 - (5) Minimum side yard shall be 10 feet
 - (6) Maximum lot coverage shall be 50%.
 - (7) Maximum impervious coverage shall be 70%
 - (8) Minimum rear yard shall be 50 feet.
 - (9) The total height of any building shall not exceed 2 stories nor 35 feet in height
- I. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:
 - (1) Community building and clubhouse.
 - (2) Outdoor recreational facility
 - (3) Swimming pool
 - (4) Management office.
 - (5) Maintenance and storage building.
 - (6) Refuse and recycling structures

SECTION II

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 1 (MFIZ – 1) zone as follows:

MFIZ-1 Multi Family Inclusionary Zone - 1

SECTION III

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the B-I (Business & Industry) zone to the MFIZ – 1 (Multi Family Inclusionary Zone – 1):

Block 468.01 Lot 15.01

SECTION IV

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 1 as follows:

MFIZ – 1 (Multi Family Inclusionary Zone – 1). The purpose of the Multi Family Inclusionary Zone -1 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-1 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION V

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VI

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VII

This ordinance shall take effect immediately upon adoption and publication according to law.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

**TOWNSHIP FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4492-26**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE CODE OF THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE OF NEW JERSEY TO ESTABLISH
AN INCLUSIONARY ZONE DISTRICT ENTITLED MFIZ-5, PROVIDING AFFORDABLE HOUSING
UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone (MFIZ-5) is hereby established and applied to certain lands along State Route 27 as follows:

SECTION 1. Chapter 112 entitled "Land Development" of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, Multi Family Inclusionary Zones as follows:

§352 Multi Family Inclusionary Zone - 5 (MFIZ-5). The purpose of the Multi Family Inclusionary Zone -5 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-5 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone - 5 shall be applied to the property being known as Block 85 Lot 59.04 in the Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone - 5 shall be permitted to be developed with a

residential housing development with a minimum 20% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone – 5 shall be multifamily apartments.

(3) Standards:

- A. No apartment building shall be closer than 30 feet to any other apartment building nor shall be located within 200 feet of a single-family dwelling which is not located on the same lot.
- B. No more than 20 dwelling units shall be contained in any one garden apartment structure.
- C. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least three feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan. The foregoing should not be required along Hempstead Drive.
- D. All private streets shall be paved to a minimum width of 28 feet.
- E. No off-street parking area shall be located within the required front yard area of the development tract along Route 27. Off-street parking shall be permitted within 10 feet of Hempstead Drive.
- F. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- G. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- H. Each parking area shall contain no more than 50 vehicle spaces and shall be adequately lighted either with wall-mounted or post-mounted ornamental fixtures.
- I. No off-street parking spaces, including detached garages, shall be located closer than seven feet to the principal building, and no principal building shall have off-street parking areas on all sides of the building.
- J. No off-street parking area shall be located closer than 10 feet to a side or rear property line.
- K. If garages are provided, they shall have an unobstructed clear floor space area of not less than 240 square feet and such a garage may be built into the dwelling structure or separately constructed as herein provided.

- L. Each group of attached garages shall be no more than one story in height. The architectural design and materials used in the construction thereof shall conform to the design and building materials used in the construction of other buildings and structures. No part of any garage or other accessory building shall be used for living purposes.
- M. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 400 square feet of recreational area shall be provided for each dwelling unit.
- N. Other requirements.
 - (1) All projects shall be serviced by public water and sewer utilities.
 - (2) Minimum lot size shall be 5 acres
 - (3) Minimum frontage shall be 300 feet.
 - (4) Minimum front yard shall be 50 feet.
 - (5) Minimum side yard shall be 40 feet.
 - (6) Maximum density shall be eight units per acre
 - (7) Maximum lot coverage shall be 20%.
 - (8) Maximum impervious coverage shall be 45%
 - (8) Minimum rear yard shall be 40 feet.
 - (9) The total height of the building shall not exceed 2 1/2 stories nor 35 feet in height
 - (10) The fifty (50) foot front yard along Route 27 shall consist of lawn and landscaping. No hard surfaces including parking shall be permitted within this area. However, this area may include sidewalks, play areas, stormwater and other such amenities.
- O. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:
 - (1) Private garages.
 - (2) Swimming pools.
 - (3) Recreation areas and incidental structures accessory thereto.
 - (4) Management office.
 - (5) Maintenance and storage building.

SECTION III

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone – 5 (MFIZ – 5) zone as follows:

MFIZ-5 Multi Family Inclusionary Zone - 5

SECTION IV

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the GB (General Business) zone to the MFIZ – 5 (Multi Family Inclusionary Zone – 5):

Block 85 Lot 59.04

SECTION V

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 5 as follows:

MFIZ – 5 (Multi Family Inclusionary Zone – 5. The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-5 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION VI

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VII

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VIII

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO. 4492-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

**TOWNSHIP FRANKLIN
ORDINANCE NO. 2026-XXX**

**AN ORDINANCE AMENDING CHAPTER 112 (LAND DEVELOPMENT) OF THE
CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, AND STATE
OF NEW JERSEY TO ESTABLISH AN INCLUSIONARY ZONE DISTRICT ENTITLED
MFIZ-5, PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED
SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

WHEREAS, the Township of Franklin will satisfy its affordable housing obligation in accordance with Mount Laurel IV regulations, the settlement agreement between the Township and Fair Share Housing Center, and the most recently adopted Housing Plan Element & Fair Share Plan; and

WHEREAS, prior to the most recent Township of Franklin Housing Plan Element & Fair Share Plan, in 2023 the State of New Jersey provided a framework for municipalities to achieve constitutional compliance with regard to creating a realistic opportunity for producing a fair share of affordable housing for the Fourth Round; and

WHEREAS, N.J.S.A. 4:55D-62 provides the governing body with the power to create zoning districts and related requirements to effectuate the Township Master Plan and Housing Plan Element and Fair Share Plan; and

WHEREAS, the Township Council recognizes the importance of providing a realistic opportunity to produce its fair share obligation for the Fourth Round and to allow for the opportunity of housing choices within the Township; and

WHEREAS, the most recently adopted Housing Plan Element & Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center includes inclusionary developments to provide the Township with low and moderate income affordable units.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that a Multi Family Inclusionary Zone (MFIZ-5) is hereby established and applied to certain lands along State Route 27 as follows:

SECTION 1. Chapter 112 entitled “Land Development” of the Township of Franklin, is hereby amended and supplemented to create a new zoning district to be added as Article XLV, entitled MFIZ-5 as follows:

§348 Multi Family Inclusionary Zone - 5 (MFIZ-5). The purpose of the Multi Family Inclusionary Zone -5 is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-5 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

1. Applicability. The Multi Family Inclusionary Zone - 5 shall be applied to the property being known as Block 85 Lot 59.04 in the Township Tax Map. The Official Zoning Map of the Township of Franklin is hereby amended in accordance with the foregoing and is incorporated by reference. The Multi Family Inclusionary Zone – 5 shall be permitted to be developed with a residential housing development with a minimum

20% affordable residential development in conformance with the Uniform Housing Affordable Controls (N.J.A.C. 5:50-26.1 et seq) and all applicable regulations and legislation.

(2) Principal Permitted Use in the Multi Family Inclusionary Zone – 5 shall be multifamily apartments.

(3) Standards:

- A. No apartment building shall be closer than 30 feet to any other apartment building nor shall be located within 200 feet of a single-family dwelling which is not located on the same lot.
- B. No more than 20 dwelling units shall be contained in any one garden apartment structure.
- C. A planting screen having a minimum width of 10 feet shall be provided along all side and rear property lines that do not abut an open space area. This screen shall consist primarily of evergreen trees and earth contouring so as to provide visual screen. Planting material shall be at least three feet high at the time of planting, and it shall be the responsibility of the owner to carry out this program and to promote such maintenance and care as is required to obtain the effect intended by the original plan.
- D. All private streets shall be paved to a minimum width of 28 feet.
- E. No off-street parking area shall be located within the required front yard area of the development tract.
- F. No on-street, parallel parking shall be permitted on any street, road, thoroughfare, accessway or driveway, whether public or private.
- G. On-site parking shall be provided in accordance with the Residential Site Improvement Standards.
- H. Each parking area shall contain no more than 50 vehicle spaces and shall be adequately lighted either with wall-mounted or post-mounted ornamental fixtures.
- I. No off-street parking spaces, including detached garages, shall be located closer than seven feet to the principal building, and no principal building shall have off-street parking areas on all sides of the building.
- J. No off-street parking area shall be located closer than 10 feet to a side or rear property line.
- K. If garages are provided, they shall have an unobstructed clear floor space area of not less than 240 square feet and such a garage may be built into the dwelling structure or separately constructed as herein provided.
- L. Each group of attached garages shall be no more than one story in height. The architectural design and materials used in the construction thereof shall conform to the

design and building materials used in the construction of other buildings and structures. No part of any garage or other accessory building shall be used for living purposes.

M. The following recreational requirements shall be met and developed with facilities suitable to serve the residents of the dwelling units; said facilities shall be located so as not to be detrimental to adjacent property owners by virtue of noise, light, glare and any other objectionable features emanating therefrom. A minimum of 400 square feet of recreational area shall be provided for each dwelling unit.

N. Other requirements.

- (1) All projects shall be serviced by public water and sewer utilities.
- (2) Minimum lot size shall be 5 acres
- (3) Minimum frontage shall be 300 feet.
- (4) Minimum front yard shall be 50 feet.
- (5) Minimum side yard shall be 40 feet.
- (6) Maximum density shall be eight units per acre
- (7) Maximum lot coverage shall be 20%.
- (8) Maximum impervious coverage shall be 45%
- (8) Minimum rear yard shall be 40 feet.
- (9) The total height of the building shall not exceed 2 1/2 stories nor 35 feet in height
- (10) The fifty (50) foot front yard along Route 27 shall consist of lawn and landscaping. No hard surfaces including parking shall be permitted within this area. However, this area may include sidewalks, play areas, stormwater and other such amenities.

O. Permitted accessory uses. Accessory uses which are customarily incidental to said use, such as but not limited to the following, shall be permitted on the same lot:

- (1) Private garages.
- (2) Swimming pools.
- (3) Recreation areas and incidental structures accessory thereto.
- (4) Management office.
- (5) Maintenance and storage building.

SECTION III

Chapter 112, Land Development, is amended to amend Section 112-5, Districts enumerated, in Article II, Zoning Districts and Zoning Map, to add reference to the Multi Family Inclusionary Zone - 5 (MFIZ - 5) zone as follows:

MFIZ-5 Multi Family Inclusionary Zone - 5

SECTION IV

Chapter 112, Land Development, Article II, Section 112-6, Zoning Map, Paragraph B, Official Zoning Map, is amended to rezone the following properties, now or formerly designated with the block and lot numbers indicated below, from the GB (General Business) zone to the MFIZ - 5 (Multi Family Inclusionary Zone - 5):

SECTION V

Chapter 112, Land Development, Section 112-8, Purposes of Districts, is amended to update Section 112-8.N to add reference to the Multi Family Inclusionary Zone – 5 as follows:

MFIZ – 5 (Multi Family Inclusionary Zone – 5. The purpose of the Multi Family Inclusionary Zone is to implement the Township Housing Plan Element and Fair Share Plan by providing for the opportunity to develop an inclusionary residential development that incorporates an appropriate affordable housing set-aside to address the Fourth Round obligation of the Township for the period 2025-2035. The MFIZ-5 district provides for the development of affordable housing for low- and moderate-income housing in a suitable location.

SECTION VI

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION VII

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION VIII

This ordinance shall take effect immediately upon adoption and publication according to law.

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4493-26**

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF
SOMERSET AND STATE OF NEW JERSEY MORE PARTICULARLY CHAPTER 112, LAND
DEVELOPMENT - SECTION 112-350, FRANKLIN BOULEVARD REDEVELOPMENT PLAN**

SUMMARY

This ordinance provides for the properties Block 233, Lots 1.01 and 2.01 and Block 234, Lots 1, 14.01 and 16 as delineated on the Franklin Township Tax Map, to qualify as an "Area in Need of Redevelopment" as per the Franklin Boulevard Redevelopment Plan.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land located therein constitutes an area in need of redevelopment; and

WHEREAS, on June 4, 2025, the Township Council adopted Resolution 24-421 directing the Planning Board of the Township of Franklin (the "Planning Board") to undertake an investigation to determine whether, pursuant to Redevelopment Law, the properties at Block 233, Lots 1.01 and 2.01 and Block 234, Lots 1, 14.01 and 16, on the Tax Map of the Township of Franklin (the "Study Area"), qualify as an area in need of redevelopment with the authority to utilize condemnation powers; and

WHEREAS, in furtherance of the referral by the Governing Body, the Planning Board retained planning consultants CME Associates (the "Consultant"), to conduct a study and prepare a report as to the proposed redevelopment of the Study Area; and

WHEREAS, on or about April 30, 2025, the Consultant prepared a report entitled, "Condemnation – Area in Need of Redevelopment Study, Preliminary Investigation Report, Block 233, Lots 1.01 and 2.01, Block 234, Lots 1, 14.01 and 16, Franklin Township, Somerset County, New Jersey" (the "Report"); and

WHEREAS, the Redevelopment Law requires that the Planning Board conduct a public hearing prior to making its recommendation to the Township Council, as to whether the Study Area should be designated as a condemnation area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by the determination that the Study Area is an area in need of redevelopment; and

WHEREAS, on June 4, 2025, the Planning Board held a duly noticed public meeting and reviewed the Report, heard testimony from representatives of the Consultant, and provided an opportunity to all persons who were interested in or would be affected by a determination regarding the Study Area to be heard; and

WHEREAS, the Consultant concluded in the Report and testified to the Planning Board that the Study Area satisfies the criteria for a area in need of redevelopment designation as set forth in the Redevelopment Law pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, after the conclusion of the public hearing, the Planning Board adopted a resolution memorializing its recommendation that the Study Area be designated as an "area in need of redevelopment" with condemnation powers pursuant to the Redevelopment Law; and

WHEREAS, the Mayor and Township Council concurred with the conclusion of the Planning Board that the Study Area satisfies the criteria for an area in need of redevelopment designation with condemnation powers as set forth in the Redevelopment Law and finds that such conclusion is supported by substantial evidence; and

WHEREAS, by resolution adopted on October 28, 2025, the Mayor and Township Council accepted and approved the recommendation of the Planning Board pursuant to NJSA 40A:12-6b.(5) that the proposed area is a redevelopment area with condemnation powers according to the criteria set forth in NJSA 40A:12A-5, and that this determination is supported by substantial evidence and shall be binding and conclusive upon all persons affected by the determination; and

WHEREAS, The New Jersey Department of Community Affairs (DCA) by letter dated December 5, 2025 determined the redevelopment area with condemnation powers is situated where development and redevelopment areas are encouraged pursuant to State Law or regulation and accordingly pursuant to N.J.S.A. 40A:12A-6b (5) (c) the redevelopment area with condemnation powers took effect after transmission to the Commissioner of DCA; and

WHEREAS, The Franklin Township Council retained planning consultants HEYER, GRUEL & ASSOCIATES, PA to prepare a redevelopment plan for Block 233, Lots 1.01 and 2.01 and Block 234, Lots 1, 14.01 and 16 to be titled the Franklin Boulevard Redevelopment Plan:

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey as follows:

SECTION I

The Franklin Boulevard Redevelopment Plan, Township of Franklin, County of Somerset and State of New Jersey, Prepared by HEYER, GRUEL & ASSOCIATES, PA, Community Planning Consultants, dated January 2, 2026, a copy of which is attached hereto and made a part hereof, is hereby adopted as Section 112-350 of the Code of the Township of Franklin, Somerset County.

SECTION II

This amendment to Chapter 112 of the Code of the Township of Franklin exceeds six pages in length and shall be published by notice of title and summary of contents as permitted by NJSA 40:49-2.1. The full document will be on file with the Municipal Clerk and available for public inspection. Copies of the Redevelopment Plan will be available in pamphlet or similar form and will be available for sale to the public at a price not to exceed the cost of publication and distribution.

SECTION III

Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION IV

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as to the extent of such inconsistency.

SECTION V

This ordinance shall take effect immediately upon adoption and publication according to law.

ORDINANCE NO. 4493-26

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: January 13, 2026

Published:

Public Hearing: February 10, 2026

Adoption:

Published:

Effective:

Ann Marie McCarthy, RMC, MMC, Township Clerk

Township of Franklin

Somerset County, New Jersey

Franklin Boulevard

Redevelopment Plan



January 2, 2026

Prepared by:



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Franklin Boulevard Redevelopment Plan
Township of Franklin
Somerset County, New Jersey

Adopted by the Township of Franklin Council: x x, 2026

Prepared by



Heyer, Gruel & Associates

Community Planning Consultants

236 Broad Street

Red Bank, New Jersey 07701

732-741-2900

The original of this report was signed and
sealed in accordance with N.J.A.C. 13:41-1.3(b).

Malvika Apte, PP, AICP #6056

With assistance from Megan Adam, AICP Candidate and Langley Oudemans

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1.0 INTRODUCTION AND PROCESS

The properties known as Block 233, Lots 1.01 and 2.01, and Block 234, Lots 1, 14.01, and 16, on the tax map of the Township of Franklin were developed at various points, with corporate offices and a post office, associated parking improvements, and a residence on Lot 16. This area has since become underutilized, and is characterized by excessive impervious coverage, some abandoned structures, and an overall disconnect from the surrounding streets and nearby Hamilton Street Business District.

Three of the properties, Block 233, Lot 2.01 (600 Franklin Boulevard), Block 234, Lots 1 (606 Franklin Boulevard) and Lot 14.01 (515 Lewis Street) were the subject of an approved development application by either the Township's Planning or Zoning Board of Adjustment, but were never completed or abandoned entirely.

This Redevelopment Plan (the "Plan") represents an effort to support affordable housing opportunities within the Township. The Plan supports any necessary site remediation and will account for surrounding residential neighborhoods, as well as the site's adjacency to the historic Hamilton Street Business District.



Figure 1 – Existing abandoned building on Lot 1 of Block 234, along Franklin Boulevard.

1.1 REDEVELOPMENT STUDY AND DESIGNATION

A Redevelopment Study is the first step in a multi-step planning process. The purpose of the study is to establish a factual basis for the designation of an area in need of redevelopment. The Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-1 et seq. permits the preparation of a plan for an area in need of redevelopment.

On June 4, 2025, the Township of Franklin’s Planning Board held a public hearing, at which it was concluded that the property met the statutory criteria to be designated as an Area in Need of Redevelopment (condemnation). The Planning Board made a recommendation to the Township Council concurring with the Area in Need of Redevelopment Report prepared by CME Associates, dated April 30, 2025. At its October 28, 2025, meeting, the Township Council adopted Resolution #25-464 designating Block 233, Lots 1.01 and 2.01, and Block 234, Lots 1, 14.01, and 16 (the “Area”) as an Area in Need of Redevelopment with condemnation powers and authorizing the preparation of this Redevelopment Plan.



Figure 2 (Left) – Boarded up home on Block 233, Lot 1.01



Figure 3 (Right) – Underutilized parking lot on Block 233, Lot 2.01

2.0 STATUTORY REQUIREMENTS

The LRHL at N.J.S.A. 40A:12A-7, requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
 - a. The Master Plans of contiguous municipalities;
 - b. The Master Plan of the County in which the municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the “State Planning Act” P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.
8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

3.0 DEFINITIONS

The following words and terms, as used throughout this Redevelopment Plan, shall have the following meanings, unless the context clearly indicates otherwise:

“Age-restricted unit” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a housing unit designed to meet the needs of, and intended exclusively for, the residents of an age-restricted segment of the population where the adult member of the family who is head of the household for the purposes of determining income eligibility and rent is a minimum age of 62 years, or 55 years and meets the provisions of 42 U.S.C §§ 3601 through 3619, except that due to death, a surviving spouse of less than 55 years of age is permitted to continue to reside in the unit.”

“Low-income household” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a household with a household income equal to 50 percent or less of the regional median income.”

“Low-income unit” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a restricted unit that is affordable to a low-income household.”

“Moderate-income household” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a household with a household income in excess of 50 percent but less than or equal to 80 percent of the regional median income.”

“Moderate-income unit” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a restricted unit that is affordable to a moderate-income household.”

“Very-low-income household” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a household with a household income less than or equal to 30 percent of the regional median income.”

“Very-low-income unit” – Pursuant to the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq. as amended), defined as “a restricted unit that is affordable to a very-low-income household.”

4.0 EXISTING CONDITIONS

4.1 LOCATION AND DESCRIPTION

The Township of Franklin (the “Township”) is in the southeastern portion of Somerset County. The neighboring municipalities to the west (Hillsborough, Montgomery, Bridgewater, Manville, Millstone Borough, Rocky Hill, and South Bound Brook) are also located within Somerset County, whereas neighboring municipalities to the east and northeast (Piscataway, New Brunswick, North Brunswick, South Brunswick) are located within Middlesex County. The Municipality of Princeton, located in Mercer County, borders the Township of Franklin to the southwest.

Interstate 287 (I-287) is a major thoroughfare which bisects the northern section of the Township, and NJ State Route 27 formulates Franklin’s eastern border. Primary corridors which provide access to commercial establishments within the Township include Easton Avenue, Hamilton Street, Elizabeth Avenue, and State Route 27. Easton Avenue provides direct access to I-287.

The Redevelopment Area is located near the intersection of Franklin Boulevard and Hamilton Street, in the eastern-most section of the Township, and includes five (5) lots: Block 233, Lots 1.01 (610 Franklin Boulevard) and 2.01 (606 Franklin Boulevard), and Block 234, Lots 1 (600 Franklin Boulevard), 14.01 (515 Lewis Street), and 16 (525 Lewis Street). The two lots within Block 233 are contiguous and are bound by Martin Street to the south, Lewis Street to the north and Franklin Boulevard to the west. Collectively, these lots measure approximately 1.6 acres in area. Further, the three (3) lots within Block 234 are also contiguous with each other and are bounded by Lewis Street to the south and Franklin Boulevard to the west/northwest. Collectively, these lots measure approximately 1.9 acres in area.

Within the Redevelopment Area, Block 234 Lot 1 is developed with a vacant commercial building and associated parking lot, Lot 14.01 is developed with a stand-alone parking lot that was previously used by the Post Office on Block 233, Lot 2.01, and Lot 16 is developed with a dwelling, detached garage, and driveway. Further, Block 233, Lot 1.01 is developed with a one-story dilapidated dwelling with dormers and paved with an asphalt/concrete area, and Lot 2.01 is developed with a one-story commercial building that was previously used as a Post Office, and an associated parking lot. Presently, the Redevelopment Area can be accessed along every street frontage.



Figure 4 – View of Block 234, Lot 14.01, along Lewis Street



Figure 5 - Redevelopment Area Aerial Image

4.2 EXISTING ZONING

The Redevelopment Area includes two zones, the Township's Hamilton Street Business District (HBD) Zone and the Office-Professional (OP) Zone.

Included in the HBD Zone is Block 233, Lots 1.01 and 2.01. These properties are in close proximity to the OP Zone, and the R-7 Residential Zone. The principal permitted uses include:

- Retail goods and service stores, including but not limited to:
 - Body art establishments
 - Food, drugs, drinks

- Household supplies and home appliance stores
- Barber and beauty shops
- Shoe repair and tailor shops
- Dry cleaning shops
- Banks
- Mixed-use buildings*
- Eating and drinking establishments*
- Restaurants*
- Professional offices*
- Funeral Homes*
- Quasi-public or private club or fraternity*
- Single-family dwellings**
- Adult day care*
- Child-care facility*
- Administrative and dispatch services excluding the idling, parking, storage, service, fueling or repair of vehicles used in such service or site
- Class 5 cannabis retailer
- Class 6 cannabis delivery (when accessory to Class 5 cannabis retailer use)***

*Only for lots with frontage on Hamilton Street or Franklin Boulevard. Mixed-use buildings shall only be permitted on lots with frontage on Hamilton Street and shall be further subject to the requirements outlined in the definition of “mixed-use building” in § 112-4.

**Only for lots not fronting on Hamilton Street.

***Hours of operation for Class 5 retailer license shall be limited to 9:00 a.m. to 10:00 p.m. in the GB, NB, RDO and HBD Zones

Accessory uses within the HBD include the following:

- Uses customarily incidental and subordinate to the principal use
- Signs (See § 112-114.)
- Outdoor dining

Conditional uses within the HBD include the following:

- Public utility installations
- Churches and other similar places of worship

The HBD zone is a narrow district which follows a portion of Hamilton Street. The R-7 Residential zone encloses a majority of this zone and is roughly a block away from the redevelopment area. The R-7 zone includes single- and two-family dwellings along with related accessory uses (private garage, private pools, signs, home occupations.) The

area around the subject properties can be characterized by a blend of residential and commercial uses with access for pedestrians and cyclists via sidewalks and bike lanes.

Further, Block 234, Lots 1, 14.01, and 16 are located in the OP Zone. These properties are in close proximity to the HBD Zone, the R-7 Residential Zone, the R-15 Single Family Residential Zone and the R-10 Single Family Residential Zone. The principal permitted uses in the OP Zone include:

- One- and two-family dwellings
- Professional office buildings
- General office buildings
- Mixed use buildings

Accessory uses include the following:

- Buildings customary and incidental to the operation of the principal use
- Signs (See Article XII.)
- Home occupations

Conditional uses include the following:

- Public utility installations (See § 112-48.)
- Churches and other similar places of worship (See § 112-37.)
- Wireless communications antennas in accordance with the specific zoning conditions, standards and limitations for their location, approval and operation included within Article VI

The OP Zone includes a mix of residential and commercial characteristics, and it is enclosed by mostly residential zones with single-family dwellings.

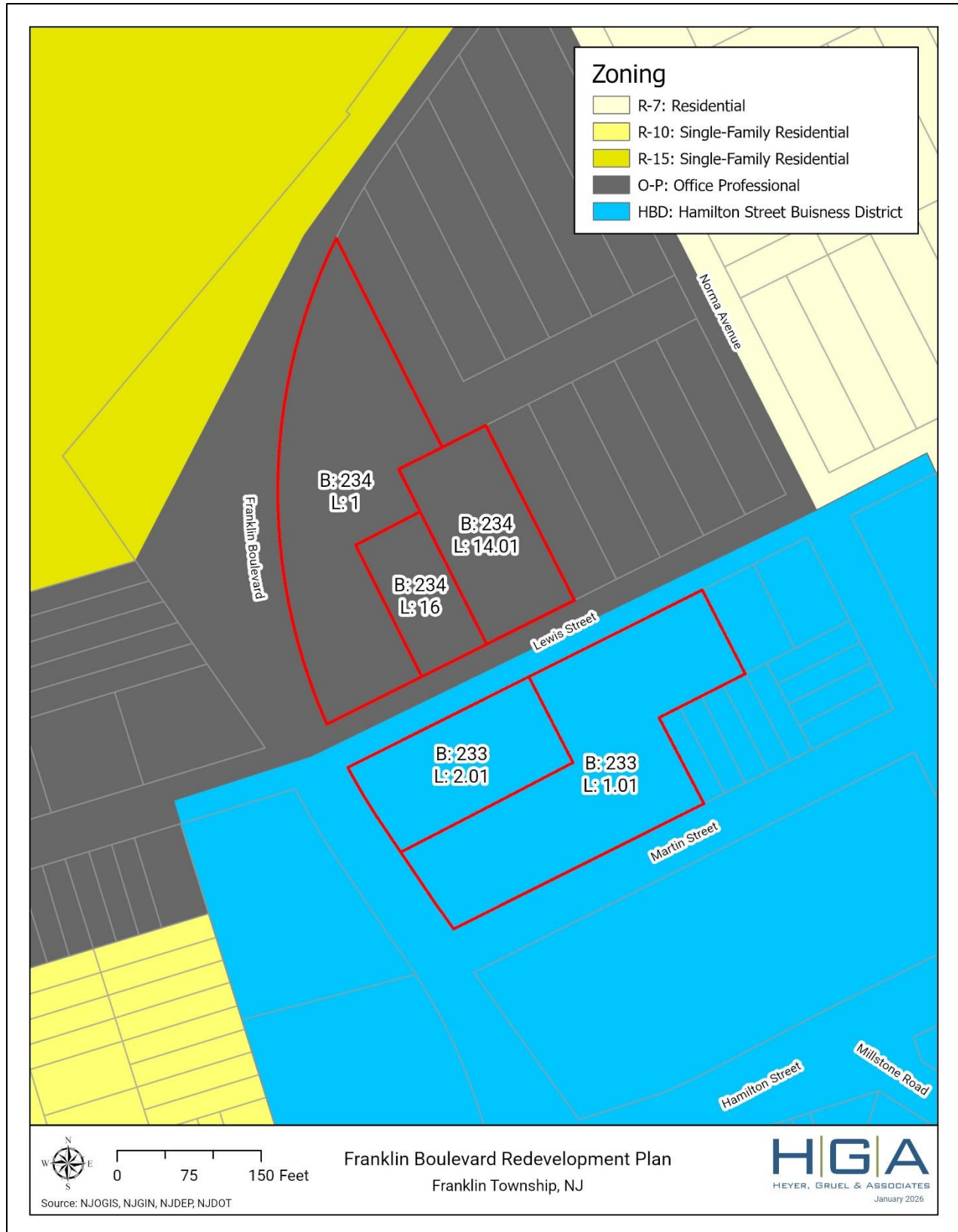


Figure 6 – Map of Existing Zoning

5.0 PLAN PRINCIPLES, GOALS, AND OBJECTIVES

5.1 PURPOSE

The purpose of the Franklin Boulevard Redevelopment Plan is to redevelop the existing underutilized sites for age-restricted rental residential housing, as articulated in the Township's Fourth Round Housing Element and Fair Share Plan (2025-2035), adopted on June 17, 2025 [NOTE – THERE WILL BE A 2026 DATE WHEN RE-ADOPTED PER SETTLEMENT]. All improvements within the remaining lots of the Redevelopment Area will directly support the 100% affordable building(s).

5.2 PLAN PRINCIPLES

The Franklin Boulevard Redevelopment Plan adopts the following plan principles: affordable housing, revitalization, and sustainability.

5.2.1 Affordable Housing

The Franklin Boulevard Redevelopment Plan will require the principal use of each building to be a 100% affordable age-restricted rental housing development.

5.2.2 Revitalization

The Redevelopment Plan will support the revitalization of lots with structures that are currently dilapidated and extensively vacant. Creating new residential-based programming will establish a thriving, functional complex, bringing new life to the site.

5.2.3 Sustainability

The Redevelopment Plan supports sustainability by promoting building design and materials which create minimal environmental impacts, and by introducing new landscaping to the site.

5.3 PLAN GOALS AND OBJECTIVES

1. Support the redevelopment of the sites to establish 100% affordable age-restricted rental development.
2. Revitalize an underutilized area of the Township.
3. Provide a variety of housing types in an established residential neighborhood, in a manner which does not promote sprawl.
4. Introduce new landscaping where pervious surfaces are not needed.
5. Promote green building and sustainable design in the redevelopment process.
6. Welcome the potential for small-scale commercial activity to the Redevelopment Area that will support the building tenants and their needs.

6.0 RELATIONSHIP OF THE PLAN TO THE TOWNSHIP LAND DEVELOPMENT REGULATIONS

Per the LRHL at N.J.S.A. 40A:12A-7.c, redevelopment plans are required to specify whether they supersede existing zoning or act as an overlay to the existing zoning. The Redevelopment Plan shall **supersede** the existing underlying zoning within the Area. Where design or engineering standards are not specified in this Plan, the standards set forth in the Township Ordinance shall apply.

When utilizing the standards in this Redevelopment Plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply, unless otherwise noted.

No deviations from the Redevelopment Plan standards may be granted which would require a “d” variance pursuant to N.J.S.A. 40:55D-70d. If such a deviation is requested, it may only be addressed as an amendment to the Plan, subject to the sole discretion of the Township Council. Requests for “d” variance relief shall not be heard by the Township’s Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require “c” variance relief where noted in the Plan. The Planning Board shall have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in applicable Township Ordinances and by N.J.S.A. 40:55D-1, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.

7.0 LAND USE PLAN

The Land Use Plan provides for the redevelopment of the Area as a cohesive age-restricted residential complex containing a total of 120 residential units. It is important that future uses of the Area are cohesive with and support the existing residential uses and neighborhood commercial uses that surround it. The following standards shall apply to the entirety of the Redevelopment Area.

The Land Use Plan (Figure 7) defines one (1) district with specific use, bulk, and additional zoning standards: the “Multi Family Inclusionary Zone - 5 (MFIZ-5).” This district includes the entirety of the Redevelopment Area (i.e., Block 233, Lots 1.01 and 2.01, and Block 234, Lots 1, 14.01, and 16).

DRAFT



Figure 8 – Map of Proposed Land Use Plan

7.1 LAND USE DISTRICT

Each block within the Redevelopment Area may be developed with up to one principal structure containing the following permitted uses. Any use not listed shall not be permitted.

7.1.1 Permitted Principal Uses

1. 100% Age-restricted affordable housing units/acre with a bedroom distribution compliant with Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 seq.) standards. UHAC definitions are outlined in Section 3.0 “Definitions” of this Redevelopment Plan.
- 7.1.2 Permitted Accessory Uses
 1. Roof-mounted solar photovoltaic systems
 2. Inhouse amenities for resident use only (we note that residents shall be able to access amenities in either building within the Redevelopment Area)
 - a. Convenience (beauty parlor, restaurant, etc.) for residents only.
 - b. Indoor and Outdoor Wellness and Fitness (recreation area, fitness center, pool, walking path, dog park, etc.) for residents only.
 - c. Social (community room, courtyard, gazebo, outdoor grill) for residents only.
 3. Leasing office
 4. Additional uses which are customarily incidental and accessory to the principal use
 5. Parking
 6. Loading

7.1.3. Bulk Standards

- Maximum Building Coverage: 50
- Maximum Impervious Lot Coverage: 85%
- Maximum Density for the entire Tract : Not to exceed 150 Units

Building Setbacks

- Minimum front yard setback: 0 feet*
 - * Adequate sight lines must be maintained at all intersections per Institute of Transportation Engineers (ITE) standards.
- Minimum rear yard setback: 20 feet
- Minimum side yard setback (any): 5 feet**
 - ** Along streets which directly intersect Franklin Boulevard, the side yard setback shall be a minimum of 20 feet where abutting an existing single- or two-family home.

Building Height

1. Maximum Height:
 - a. 5 stories / 55 feet

- i. Parapets shall be permitted to extend above the permitted height by up to 4 feet.
- ii. Roof-mounted mechanical equipment, stair towers, elevator overruns, and other similar features shall be permitted to exceed the maximum permitted height by up to 5 feet provided that such features are setback from the building edge by a distance equal to or greater than their height as measured from the roof deck, and further provided that the aggregate area of such features shall not exceed 20% of the roof deck area.

Landscape Buffers

1. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, and, if appropriate, supplemental fences or walls in sufficient quantities and sizes designed to create a separation between the neighboring developments and the adjacent public right-of-way.
2. Landscaping buffer requirements for the HBD Zone outlined in Attachment 6 of Chapter 112 of the Township Ordinance shall apply throughout the Redevelopment Area.

Signage

1. Façade Signs
 - a. For each principal building use, one (1) building identification wall sign is permitted along the Franklin Boulevard frontage, at any level of the building (i.e., a maximum of two signs for this façade). One façade sign is permitted along each street frontage that intersects with Franklin Boulevard.
 - i. Each wall signage shall not exceed 50 square feet
 - ii. Building identification signs shall not project more than one foot from the building façade.
2. Directional Signs
 - a. Directional signage shall be permitted throughout the site to add in pedestrian and vehicular circulation. There shall be no limit to the quantity of directional signs. The size and placement of signs shall be subject to review and approval by the Board.
3. Temporary Signs
 - a. A maximum of one (1) temporary construction sign along the Franklin Boulevard frontage shall be permitted, which does not exceed a total area of ten (10) square feet, or a height of four (4) feet. Temporary signs shall be located a minimum of 25 feet from the edge of the public right-of-way. The temporary sign shall be removed within five days of the final certificate of occupancy.
4. Wayfinding Signage
 - a. Bicycle and pedestrian scale wayfinding signage shall be permitted without limitation as to number of signs or placement location when developed as part of a comprehensive circulation plan.
 - b. Bicycle and pedestrian scale wayfinding signage shall not exceed four (4) feet in height or four (4) square feet in sign area.
5. Sign Illumination

- a. Illuminated signs shall be arranged to reflect the light and glare away from adjoining premises and away from adjoining highways. No sign with yellow, red, green or blue illumination in a beam, beacon or flashing form resembling an emergency light shall be erected in any location.
- b. Unless otherwise stated in this section, signs are permitted to be backlit or internally illuminated using LEDs; however, backlit signs must illuminate the lettering or symbols.
- c. No sign shall be permitted to use mechanical or electrical devices to revolve, flash or display movement or the illusion of movement. Colors shall not mechanically change.

Affordable Housing

The MFIZ-4 shall be permitted to be developed with up to two (2) residential housing developments with 100% of the total number of the residential units being age-restricted, rental, and served for very-low/low-/moderate income households. All development of affordable units shall follow the very-low-/low-/moderate- income split provided for in the UHAC.

8.0 DESIGN STANDARDS

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the Township's Zoning Ordinance.

8.1 ARCHITECTURAL STANDARDS

1. All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.
2. The base of all buildings shall meet the pedestrian level in a human scale and manner. The base shall not have a cold or brutal feeling.
3. All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner with parapets or similar architectural features that are consistent with the overall architectural design of the development.
4. The color palette for the building materials shall include grays, whites, earthtones, and other similar muted colors. Neon tubing is not permitted to outline windows, signs, buildings, structures or architectural details.
5. Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall include design elements such as decorative lintels or cornices, recessed windows or projecting window bays, balconies, and decorative elements.
6. Buildings should be located to allow for adequate fire and emergency access.
7. On-site laundry provisions are required for any residential development within the Redevelopment Area. This may be through a common laundry area, or with in-unit washers and dryers.

8.2 FENCES AND WALLS

1. Fences shall not exceed six (6') feet in height except where required for screening purposes outlined elsewhere in this Plan.
2. Fences and walls shall not be located in a required setback area.
3. Chain link fence, barbed wire, razor wire, and electrical wire fence shall be prohibited.
4. Walls shall not exceed four (4') feet in height, except where required for screening purposes elsewhere in this Plan or retaining walls required as part of an approved grading plan, subject to review by the Planning Board.

8.3 LANDSCAPING

1. All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.
2. The established grades shall be planned for both aesthetic and drainage purposes. The grading plan, drainage facilities and landscaping shall be coordinated to prevent erosion and silting as well as assure that the capacity

of a natural or man-made drainage system is sufficient to handle the water generated and anticipated from the site.

3. Redevelopers shall make every effort to preserve existing mature trees within the Redevelopment Area to the extent feasible.
4. For all plantings, native species shall be utilized to the extent feasible. Native plant species can be found at: http://www.npsnj.org/pages/nativeplants_Plant_Lists.html and other similar sources.
5. Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: <https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf>
6. Parking Lot Landscaping
 - a. Landscape islands with tree plantings are encouraged throughout the existing parking area to reduce impervious coverage, improve stormwater management, and provide shading.
 - b. Trees plus ground level plantings shall be provided around buildings and in the parking area.
 - c. Restriped or reconfigured parking areas shall be designed so not more than 25 parking spaces are in an uninterrupted row without the inclusion of a landscape island.

8.4 LIGHTING

1. Exterior lighting shall be sufficient to illuminate all areas but not spill onto neighboring properties. All lighting fixtures used for exterior and site lighting shall use LED lamps.
2. All fixtures shall be designed to obscure the source of light to prevent visible glare that may create a nuisance for the occupants of neighboring properties or the public.
3. All sidewalks, building entrances, parking, loading, and driveway areas shall be illuminated adequately at night.
4. Illumination Levels
 - a. All entrances and exits shall be illuminated with a minimum of one (1) footcandle and a maximum of five (5) footcandles, within a five-foot radius of the entrance or exit.
 - b. Off-street loading and driveway areas shall have a minimum average illumination of one (1) footcandle throughout. At no point shall off-street loading and driveway areas be illuminated with less than 0.5 footcandles or more than three (3) footcandles.
 - c. The illumination at the property lines around the perimeter of the Redevelopment Area shall not exceed 0.5 footcandles, with the exception of sidewalks located within the public right-of-way.
 - d. Pedestrian walkways shall be illuminated with a minimum of 0.5 footcandles.

8.5 PARKING AND LOADING DESIGN

1. Parking and loading design shall be subject to review of the Township Fire Official to ensure placement and signing of fire zones where needed.

2. Parking and Loading Design

- a. Parking and space size and spacing and other applicable parking design standards shall comply with the Township Ordinance at Chapter 112, Article XI “Off-Street Parking and Loading.”

8.6 AMENITY SPACES INDOOR/OUTDOOR

1. Amenity spaces (e.g., lounges, recreation rooms) shall be permitted only for use by building residents and are permitted throughout any level of the building.
2. Outdoor Amenity space in form of walking paths, gazebos, dog runs are permitted throughout the redevelopment area.

8.7 RECYCLING AND REFUSE STORAGE AND REMOVAL

1. Adequately sized facilities with separate areas for the storage of recycling and refuse shall be provided as part of all developments, subject to review and approval by the Planning Board and its professionals. Trash management and recycling areas must meet the minimum design requirements of Somerset County.
2. Individual dwelling units shall utilize trash rooms/chutes conveniently located throughout the building for use by guests. Centralized collection and storage areas shall be provided within the building. Carting of refuse and recycling shall be coordinated with a private hauler.
3. Dumpsters shall be placed in a secure, durable enclosure on the property screened from public view. Dumpster enclosures shall consist of a pad, block wall, and slatted or otherwise opaque gate, and shall be screened with landscaping to the extent practicable. Dumpsters shall be setback a minimum of 10 feet from a property line, when adjacent to a residential use.
4. Bulk trash storage / pickup areas shall be provided, with the design and location subject to review and approval by the Planning Board, its professionals, and the Township of Franklin Department of Public Works.

8.8 STORMWATER MANAGEMENT

1. All developments shall comply with the Township of Franklin’s Stormwater Management Ordinance at §330 “Stormwater Management” and NJDEP Stormwater regulations.

8.9 UTILITIES

1. Redeveloper shall be responsible to construct, maintain and operate utility improvements that may be required to be constructed in the Area.
2. Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.
3. As part of any site plan approval for a particular phases of the overall redevelopment, the Redeveloper shall be responsible for contributing its pro rata share towards the cost of reasonable and necessary off-site utility improvements that are necessary for the particular phase of the overall redevelopment in accordance with N.J.S.A. 40:55D-42 and Franklin Ordinance §112-196 “Contributions for Off-Tract Improvements.”

9.0 CIRCULATION AND PARKING PLAN

9.1 PARKING REQUIREMENTS

The following parking requirements shall apply to all uses within the Redevelopment Area. Deviation from the parking standards requires variance relief pursuant to N.J.S.A. 40:55D-70.c.

9.1.1 General Parking Requirements

1. All parking shall be provided on-site, through surface parking lots.
2. Parking spaces for people with disabilities shall be provided in accordance with the Americans with Disabilities Act.

9.1.2 Required Number of Parking Spaces

1. Shall comply with Residential Site Improvement Standards (RSIS) as outlined in N.J.A.C. 5:21-

9.1.3 Required Number of Loading Spaces

9.2 ELECTRIC VEHICLE CHARGING PLAN

The LRHL at N.J.S.A. 40A:12A-7.a(8) requires that redevelopment plans consider the provision of publicly accessible electric vehicle charging infrastructure. The Area shall be subject to the requirements set forth in the NJDCA Model Statewide Municipal EV Ordinance and the Township's Electric Vehicle Ordinance (§112-33.7). Specifically, the following regulations outlined in the Township Ordinance regarding the required number of electric vehicle spaces shall apply:

1. Prepare 15% of required off-street parking spaces as Make-Ready spaces and install EVSE in at least 1/3 of these Make-Ready spaces.
2. Within three (3) years following the date of the issuance of the certificate of occupancy, EVSE shall be installed in an additional 1/3 of the original 15% of Make-Ready spaces.
3. Within six (6) years following the date of the issuance of the certificate of occupancy, EVSE shall be installed in the remaining 1/3 of the original 15% of Make-Ready spaces.
4. Throughout the installation of EVSE parking spaces, at least 5% of the EVSE spaces shall be accessible for people with disabilities.

Unless otherwise outlined in this Plan or the Township Ordinance, all other standards enumerated in the NJDCA Model Statewide Municipal EV Ordinance shall be complied with.

10.0 GREEN BUILDING AND SUSTAINABILITY PLAN

10.1 GREEN BUILDING STANDARDS

All redevelopment projects are encouraged, but **not required** to, register projects with the USGBC LEED certification program. All applications for site plan approval shall include a green building and sustainability statement that outlines how the following standards can be met by the development. The following sustainability actions should be prioritized during all rehabilitation and new construction within the Redevelopment Area:

1. Ducts and HVAC protected from dust during construction and/or cleaned prior to occupancy - Completely seal duct and HVAC equipment openings with plastic film and tape, or other suitable material, until after final cleaning of unit. If a system is used during construction, install MERV 8 filters on all return grills. In addition (or as an alternative), thoroughly flush and vacuum all ducts prior to system startup and upon completion of all construction and finish work.
2. Low VOC Interior Paints and Finishes - Follow VOC limits for all paints.
3. Low VOC Adhesives and Sealants - Follow VOC limits for all adhesives and sealants.
4. MERV 8 (or higher) air filters in ducted forced air systems - Install pleated furnace filters, minimum MERV 8, during testing and balance of HVAC system and for the life of the system. If running ducted forced air system during construction, use MERV 8 filters during construction, replace regularly, and prior to system testing and balancing.
5. Combustion Devices Directly Vented or Sealed - With the exception of gas stoves, all combustion devices must be power vented or sealed combustion.
6. Encapsulation of non-UF (Urea Formaldehyde) free composite cabinets - If Urea Formaldehyde is in any particleboard or other composite wood product incorporated into the interior of the project (cabinetry, countertops, etc.), all exposed edges (those not covered by another, sealing material – including backs) must be coated and sealed with water-based polyurethane or approved paint to slow the out-gassing rate of harmful toxins. Sealing can be done in shop, before delivery, however, if the cabinetry is cut on-site, the cut faces must be resealed prior to installation.
7. Insulation with Low Formaldehyde Content
 - a. The most common form of insulation in homes today is fiberglass, fabricated primarily from silica sand, which is spun into glass fibers and held together with an acrylic phenol-formaldehyde binder. There are brands of fiberglass insulation that do not contain phenol-formaldehyde binding agents and are an unfaced white batt insulation bonded with a formaldehyde free thermosetting resin. The Uniform Construction Code prohibits urea-formaldehyde foam insulation. The binder used in batt insulation should be phenol-formaldehyde-free.

- b. One of the more reasonable priced alternatives to fiberglass insulation is cellulose spray-in insulation; of which recycled newspaper is a major component. Other alternative insulation systems to consider are soy foam, recycled denim, and oyster shell insulation.
- 8. Operable Windows - Choose windows that can be opened. Operable windows provide opportunities for natural heating, cooling, and ventilation as well as providing a direct connection to the outdoors. Also, ensure that the window is easily operable. For example, if the window is too heavy to lift and does not have a lip to grab then it is not readily operable; this could really be an issue for frail or elderly guests, who would have to call for assistance.
- 9. Smoke-Free Building - Implement and enforce a “no smoking” policy in all common and individual living areas of all buildings.
- 10. Exterior Wall Drainage Plane - Provide exterior wall drainage plane using building paper, housewrap or layered water-resistant sheathings (rigid insulation or a foil covered structural sheathing) with seams taped or sealed.
- 11. Window Flashing Details - All windows and exterior openings must demonstrate best practices for flashing details in order to create a weather resistant barrier. Details must be developed to meet the intent for both the window and wall system manufacturer's products. Window details will show pan and sill flashing, damming the edges of the bottom sill flashing, and location of weep holes to exterior facade.
- 12. Roof - Roof warranty should be 30 years for pitched roofs and 20 years for flat roofs.
- 13. All Units ENERGY STAR Certified - All Projects are required to be Energy Star Certified or Equivalent as a threshold.
- 14. ENERGY STAR Appliances - Refrigerator, clothes washer, and dishwasher must be ENERGY STAR rated.
- 15. ENERGY STAR Lighting Fixtures - Install ENERGY STAR labeled lighting fixtures or the ENERGY STAR Advanced Lighting Package in all interior units and use ENERGY STAR or high-efficiency commercial grade fixtures in all common areas and outdoors. Also, install ENERGY STAR or equivalent energy efficient lamps in all fixtures.
- 16. Windows with Low-E coating - All windows installed should meet ENERGY STAR guidelines and have a low-E coating.
- 17. Occupancy and Daylighting Controls - Lighting in community and meeting rooms, laundry, and other common spaces, must have occupancy and automatic daylight controls to reduce energy use when unoccupied.
- 18. High Energy Factor Water Heaters beyond ENERGY STAR Requirements - Install water heater with energy factor greater than 60% AFUE for gas fired units and 0.95 for electric. For unit-by-unit water heaters, use electric water heater (tank type) of 0.91 EF (efficiency) or greater; a natural gas water heater (tank type) of

0.60 or greater for 50-gallon, 0.62 EF or greater for 40-gallon, or 0.65 EF or greater for an instantaneous model (tankless).

19. Easy to Use Programmable Thermostats - Provide a seven-day, digital programmable thermostat that runs on 24volts of the HVAC system, with battery backup, and no mercury. Make buttons large and the system easy to use.
20. Recycle or salvage construction and demolition debris - Develop a plan and protocol to properly sort and dispose of construction waste material separate from recycled material. Establish a system for daily collection and separation of materials designated to be recycled, including concrete, metals, wood, recyclable plastics, bottles and cardboard, at a minimum.
21. Recycling Centers in Common Areas - Design buildings with easy access to recycling stations that are well marked, easy to understand, accessible and compatible with county or municipal recycling programs.
22. Low-Flow Fixtures - Faucets shall be a maximum of 1.5 gpm in the kitchen, and 0.5 gpm for the bathroom. Showerheads shall be a maximum of 2 gpm.
23. High Efficiency Toilets - Toilets shall have an efficiency of 1.3 gallons per flush, or better (less). Dual-flush toilets can also be used with a maximum flush of 1.3 gallons.
24. Green Roofs – Provide green roofs for at least a portion of a flat roof deck. Green roofs (roofs with a vegetative surface and substrate) provide for better stormwater management, better regulation of building temperatures, and reduced heat island effect. An additional benefit of green roofs is that they have been shown to increase the marketability of a building and provide a significant aesthetic benefit to building occupants.
25. Renewable Energy – Incorporate renewable energy, particularly photovoltaic solar panels with or without battery systems, into the design of projects. Roof mounted systems or canopy systems over surface parking lots are permitted.

10.2 GREEN INFRASTRUCTURE

The Redeveloper shall utilize green infrastructure in accordance with Best Management Practices (BMPs) as part of stormwater management plans to reduce stormwater runoff and improve groundwater recharge on the site. Examples of BMPs include, but are not limited to:

1. Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.
2. Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater, reduction of urban heat island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.

3. Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.
4. Stormwater Planter Boxes: Vegetated structures designed to capture and filtrate stormwater run-off. Planter boxes can be designed as raised, constrained structures (contained planter box) or can be designed to be flush with the surrounding ground and drain directly into native soil (infiltration planter boxes).
5. Downspout Planter: Vegetative planter boxes that are connected to the downspout system of a building and are designed to capture and filter stormwater runoff while sustaining the vegetation planted within it.
6. Green Gutters: Shallow vegetated strips that are placed along the curb line of a parking lot to capture stormwater runoff from impervious surfaces.

11.0 CONFORMANCE WITH TOWNSHIP OBJECTIVES

The LRHL (N.J.S.A. 40A:12A-7.a(1)) requires that redevelopment plans be reviewed for consistency with local policies and objectives, which includes a review of the Township's Master Planning documents.

11.1 TOWNSHIP PLANS

11.1.1 *Franklin Reexamination of Master Plan & Development Regulations (2016)*

The Township of Franklin's most recent Master Plan was adopted in 2006, and amendments were made in 2007, 2008, and 2009, 2012, 2013. A Reexamination of the Master Plan & Development Regulations was adopted on March 2, 2016. Specific updates to the Master Plan for the Hamilton Street corridor, Business and Industry Zone, and Warehouse Development were made in 2015, 2020, and 2023, respectively. Further, additional planning documents have been adopted in the past decade:

- Open Space and Recreation Plan (2013)
- Comprehensive Farmland Preservation Plan (2019)
- Environmental Resource Inventory (2019)
- Historic Preservation Plan (2019)
- Franklin Township's Pathways and Trails Plan (2025)
- Township of Franklin Housing Element & Fair Share Plan (2025)

The 2006 Master Plan outlines a series of goals and objectives related to the Township's growth. This Redevelopment Plan is consistent with the Township's Master Plan, most specifically advancing the following goals and objectives:

Land Use Plan

- Goal: Maintain the diversity of housing, but encourage infill and stabilization of current residential areas rather than continuing sprawl patterns of development.
 - Encourage new construction and renovation, including accessory apartments, in revitalization and developed areas.
- Goal: Support the redevelopment of declining areas within the Township.
 - Periodically reexamine redevelopment plans to ensure viability.
 - Continue to use the Local Redevelopment and Housing Law to identify additional areas "in need of redevelopment" in the Township.

12.0 RELATIONSHIP TO OTHER PLANS

12.1 REGIONAL PLANS

12.1.1 Adjacent Municipalities

The LRHL requires a review of any significant relationship between the Redevelopment Plan and the Master Plans of adjacent municipalities (N.J.S.A. 40A:12A-7.a(5)(a)). The Township of Franklin shares its municipal borders with seven (7) municipalities within Somerset County: the Townships of Bridgewater, Hillsborough, and Montgomery, as well as the Boroughs of Manville, Rocky Hill, and South Bound Brook. The Township of Franklin also shares borders with the Township of North Brunswick, the Township of South Brunswick, the City of New Brunswick, and the Township of Piscataway in Middlesex County, as well as the Municipality of Princeton in Mercer County.

The Redevelopment Area has no direct connection to these adjacent municipalities but is in proximity to the southwestern boundary of the City of New Brunswick.

Township of Bridgewater

The Franklin Boulevard Redevelopment Plan is consistent with the Township of Bridgewater's Master Plan Reexamination Report and Amendment of the Land Use Element of the Master Plan, which was adopted on October 17, 2022. The Reexamination Report reiterates goals and objectives from the adopted 1990 Master Plan which remain relevant:

- Preserve the Development Character and Quality of the Township
- Promote a Well-Balanced Variety of Residential, Recreational, Public, Commercial, Industrial, and Conservation Land Uses
- Provide for an Appropriate Share of the Regional Need for Low- and Moderate-Income Housing

A goal outlined in the 2022 Reexamination Report also is relevant:

- Identify Need to Develop Strategies Which Would Enhance Bridgewater's Quality of Life

Township of Hillsborough

This Redevelopment Plan is consistent with the Township of Franklin's 2018 Master Plan Reexamination Report, which carries forward objectives from the 2005 Master Plan Amendment and the 2008 Reexamination Report. Specific objectives from the 2018 Reexamination Report are outlined below:

Land Use Management

- The Township wants to continue and expand upon land use policies that guide development to suitable locations and at appropriate intensities, and provide for higher densities only in areas where the public water and sewers and all other necessary public utilities as well as transportation infrastructure are available or provided.

- Advance the goals and objectives of Hillsborough Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes of the State Development and Redevelopment Plan and the Somerset County Master Plan.

Community Design

- Promote flexible zoning provisions such as planned developments and cluster options that may aid in avoiding development in critical areas and permanently preserving open space including farmland.

Housing

- Provide housing types to serve all ages, economic segments and family sizes according to State Law and consistent with available service facilities, schools and infrastructures.
- Promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.

Township of Montgomery

This Redevelopment Plan is consistent with the Township of Montgomery's 2017 Master Plan Reexamination Report, which carries forward objectives from the 2008 Reexamination Report. Specific objectives from the 2017 Reexamination Report are outlined below:

Land Use Plan Goals

- The Development Plan should strive to prevent the homogenous spread of suburban development throughout the municipality. Specific areas of the Township should be designated for specific types of residential and non-residential development.
- Recognizing the housing obligations of the municipality, but attempting to prevent sprawl and maintain a development mix balanced between residential and non-residential construction, the Development Plan should guide and contain the principal commercial and higher density residential development within the municipality to specific areas of concentrated land uses.

Objectives for the Planned Mixed Use Developments

- To encourage orderly and well-planned development at a scale and location so that it is feasible to construct a comprehensive package of supporting utilities, services and facilities, including new roadways, stormwater management systems, and associated elements.
- To encourage orderly development of sites with sufficient frontage on existing or new major collectors or state or county highways to provide safe, efficient access and traffic circulation, and require orderly internal vehicular, bicycle, and pedestrian circulation.
- To facilitate the provision of affordable housing in proximity to job opportunities, public transportation and shopping.

Borough of Manville

In 2009, the Borough of Manville underwent the process to create a Vision Statement that was subsequently referenced in the 2019 and reframed in the 2024 Master Plan Re-Examination Report. The goals and objectives outlined below support the vision of this Redevelopment Plan:

- Preserve existing residential neighborhoods.
 - Emphasize street and sidewalk improvements.
 - Integrate various types of residential development within neighborhoods to increase housing supply, consumer choice and affordable housing options, including senior, special needs and family housing.
 - Emphasize street and sidewalk improvements.

Borough of Rocky Hill

This Redevelopment Plan is consistent with the Borough of Rocky Hill's 2019 Master Plan Reexamination Report, which carries forward objectives from the 2001 Master Plan and the 2008 Reexamination Report. Specific objectives from the 2019 Reexamination Report are outlined below:

Goal 1: Retain the Traditional Residential Character of Rocky Hill

- The Borough is and should continue to be a predominantly single-family residential community.
- The development of remaining vacant or underdeveloped parcels should be undertaken in a manner that will be compatible with surrounding development.

Goal 6: Comply with the constitutional fair housing mandate

- Provide opportunities for new affordable housing to be constructed in the Borough.

Borough of South Bound Brook

This Redevelopment Plan is consistent with the Borough of South Bound Brook's 1997 Master Plan Reexamination Report and 2005 Master Plan, which are outlined below:

- To preserve the residential character of the Borough while allowing for the expansion of the economic and tax bases through the encouragement of commercial redevelopment.
- To minimize the adverse impacts of land uses on surrounding land uses.

Township of Piscataway

The Franklin Boulevard Redevelopment Plan is consistent with the Township of Piscataway's 2005 Master Plan Amendment and 2020 Master Plan Reexamination Report, particularly in relation to the following goals:

Physical, Economic, and Social Development Goals

- Maintain the existing high-quality single-family detached and higher density residential neighborhoods in the Township and preserve open space where possible, while meeting State mandates which have been imposed
- Provide for energy efficient land use development and circulation

Land Use Plan Goals

- To insure the harmonious interrelationships of the various land use activities throughout the entire Township and with neighboring municipalities
- To preserve the character and quality of existing residential neighborhoods while providing the opportunity for redevelopment and preservation where desirable and possible
- To provide for a variety of senior citizen residential alternatives and encourage the development of age restricted communities to further provide opportunities for the Township's aging population to remain in Piscataway
- To continue to provide for the Township's fair share of affordable housing in accordance with state mandated laws, rules and regulations

Township of North Brunswick

The Township of North Brunswick published a Master Plan Reexamination Report in 2018. The plan noted that the Township adopted a Housing Element and Fair Share Plan in June 2016, but availability of affordable housing is still a major problem. The goals and objectives listed below from the 2018 Plan are consistent with the Franklin Boulevard Redevelopment Plan and show a congruent theme of needing to provide more housing in a balanced way:

Major Problems and Objectives:

- The need to provide affordable housing
- The need to provide housing for elderly residents

General Goals:

- Preserve existing residential neighborhoods

Township of South Brunswick

The Franklin Boulevard Redevelopment Plan is consistent with the Township of South Brunswick's 2018 Master Plan Reexamination Report in the following ways:

Housing Goals and Objectives:

- Provide for a variety of housing choices

- Encourage adequate affordable housing for low- and moderate-income families (including senior citizens) in conformance with the approved housing plan
- Encourage the development of alternative living arrangements, assisted care, congregate care, nursing home usage and provision for same in Township

City of New Brunswick

The City of New Brunswick's 2025 Master Plan Reexamination indicates an intention to increase residential density and availability of housing through elimination of certain density caps and changes to zoning to promote denser residential uses and mixed uses. This is consistent with the goals of the Franklin Boulevard Redevelopment Plan, and the following objectives from the Reexamination report further detail this in New Brunswick:

- A city-wide zoning framework should be added allowing for the adaptive re-use of existing commercial and office buildings and their conversion into residential or mixed-use building.
- On a city-wide basis, the R-5A Zone should be amended to add residential apartments as a conditional use.
- The R-6 Zone should be amended to eliminate the density cap for townhouses, low-rise multifamily garden apartments and other multi-family uses.
- The City should consider allowing mixed-use development along the Route 27 Corridor opposite Franklin Township.
- Multi-family residential apartment buildings, without a mixed-use component, should be added as a permitted or conditional use in several commercial zones.

Municipality of Princeton

The Municipality of Princeton's 2023 Master Plan Report included several goals related to affordable housing and access to housing options, which are consistent with the Franklin Boulevard Redevelopment Plan. The following goals are consistent:

Land Use Goals:

- Enhance the existing pattern of land use by focusing higher residential density within and around the downtown and in mixed-use centers and maintaining progressively lower densities outside of the downtown.
- Remove barriers to increased residential density in appropriate residential, commercial and mixed-use districts to promote housing affordability, a greater variety of housing types and dwelling sizes to better fit a spectrum of household sizes and income levels, while balancing other goals of the Master Plan such as historic preservation and neighborhood scale.
- Consider ways of using housing density to advance broad community goals and the public interest.
- Begin identifying opportunities to create new affordable units in anticipation of the next round of affordable housing obligations in 2025 and secure those affordable units whenever possible.

Economic Development Goals:

- Increase the percentage of workers who can live in Princeton by expanding the range of housing and non-motorized transportation options in the Municipality.

12.2 STATE PLANS

12.2.1 State Development and Redevelopment Plan

The latest New Jersey State Development and Redevelopment Plan (SDRP) was adopted on December 17, 2025. The revised State Plan aims to address issues such as affordable housing, climate change, natural resources and open space preservation, redevelopment, and economic growth.

The 2025 SDRP's aspirational goals are as follows:

1. Economic Development
 - i. New Jersey should actively promote economic growth policies that benefit all residents, including those who have historically been marginalized or underrepresented.
2. Housing
 - i. A top priority of the State is promoting an adequate supply of high-quality housing that is affordable to all age groups and income levels, in transit-rich locations that provide easy access to jobs, education, services, and amenities, and in communities that are both demographically and economically diverse and integrated.
3. Infrastructure
 - i. New Jersey should promote investment in and provide infrastructure and related services in a timely, safe, and efficient manner.
4. Revitalization and Recentering
 - i. New Jersey should harness the latent human capital and underperforming economic assets located in underutilized areas and centers in all locations— urban, suburban, or rural.
5. Climate Change
 - i. New Jersey cannot halt the progression of climate change alone. However, it can and must do its part to reduce greenhouse gas (GHG) emissions to mitigate the severity of negative catastrophic outcomes, which disproportionately impact socially vulnerable populations
6. Natural and Water Resources
 - i. New Jersey must actively protect, maintain, restore, and enhance the State's natural and water resources.
7. Pollution and Environmental Clean-Up
 - i. New Jersey must restore degraded freshwater bodies, lands, and natural systems, in both public and private ownership, through targeted and concerted remediation programs.
8. Historic and Scenic Resources
 - i. New Jersey must initiate and continue consultations with historically underrepresented groups to identify shared values and determine priorities for managing historic and scenic resources.
9. Equity

- i. Sustainable and equitable growth requires promoting economic prosperity in all communities and focusing on prosperity in every part of the state.

10. Sound and Integrated Planning

- i. The State must support and use the State Plan and Plan Endorsement process as a guide to achieving comprehensive, coordinated, short- and long-term planning actions that are based on actionable metrics, capacity analysis that supports efficient and effective growth, and active citizen participation.

This Plan meets stated goals 2, 4, and 10 of the SDRP.

- The Redevelopment Plan will create 120 new dwelling units for very-low, low-, and moderate-income seniors within the Township of Franklin, in proximity to the Hamilton Street Business District.
- The Redevelopment Plan promotes the revitalization of underutilized parcels, some of which have had dilapidated structures for several years at this point.
- The Redevelopment Plan includes sustainability requirements, circulation improvements, site design standards that promote high-quality design and amenities for the residents.

13.0 ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

13.1 REDEVELOPMENT ENTITY

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate or conditionally designate a redeveloper prior to the submission of an application to the Planning Board for any approval based on the standards of this Redevelopment Plan to the Planning Board.

13.2 PROPERTY TO BE ACQUIRED

The LRHL at N.J.S.A. 40A:12A-7.a(4) requires an identification of any property to be acquired within the Redevelopment Area. The Area has been designated as a non-condemnation redevelopment area. The acquisition of all properties within the Redevelopment Area using eminent domain is authorized or anticipated as a part of this Plan.

13.3 RELOCATION ASSISTANCE

The LRHL at N.J.S.A. 40A:12A-7.a(3) requires a provision for temporary or permanent relocation of residents in the Area. There is one (1) residential property in the Redevelopment Area, located on Lot 16 of Block 234. These residents will be displaced temporarily or permanently as a result of this Redevelopment Plan.

13.4 INVENTORY OF EXISTING AFFORDABLE HOUSING

The LRHL at N.J.S.A. 40A:12A-7.a(6) requires an inventory of housing units affordable to low- and moderate-income households that are to be removed as a result of implementation of the redevelopment plan. As outlined in the Township's adopted 2025 Housing Element and Fair Share Plan, there are no affordable housing units identified for removal as part of the implementation of this Redevelopment Plan.

13.5 AMENDING THE REDEVELOPMENT PLAN

Upon compliance with the requirements of applicable law, the Township of Franklin Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes as appropriate.

13.6 DURATION OF THE REDEVELOPMENT PLAN

This Redevelopment Plan shall be in full force and effect until the properties have been redeveloped and the final certificate of completion has been issued, at which time the Area will no longer be "in need of redevelopment" and the redevelopment powers shall expire. For the purpose of land use regulation, however, the development controls within the Land Use Plan section of this Plan, as amended, shall remain in effect and their application shall be governed by the Municipal Land Use Law rather than the Local Redevelopment and Housing Law.

14.0 IMPLEMENTATION OF THE REDEVELOPMENT PLAN

The mechanisms by which a redevelopment plan is implemented are statutorily imposed by the Local Redevelopment and Housing Law. All relevant provisions of the LRHL shall apply to the implementation of this Plan.

**RESOLUTION – 2026 SENIOR CITIZEN ADVISORY COMMITTEE & YOUTH SERVICES
COMMISSION/MUNICIPAL ALLIANCE AGAINST SUBSTANCE ABUSE APPOINTMENTS**

WHEREAS, the Franklin Township Council recognizes the importance of maintaining active advisory committees to serve the needs of the community; and

WHEREAS, it is necessary to appoint members to the Senior Citizen Advisory Committee for a one-year term; and

WHEREAS, it is necessary to appoint members to the Youth Services Commission/Municipal Alliance Against Substance Abuse for a one-year term; and

WHEREAS, the individuals named herein have agreed to serve in these capacities.

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

SECTION 1: SENIOR CITIZEN ADVISORY COMMITTEE APPOINTMENTS

The following individuals are hereby appointed to the Senior Citizen Advisory Committee for a one-year term ending January 31, 2027:

- Eleanor Weber (Franklin Park Club)
- Massa Davis (Parkside Club)
- Diane Harris (Parkside Club)
- Catherine Bragg (Franklin Park Club)
- Jeanette Ries (Franklin Township Club)

SECTION 2: YOUTH SERVICES COMMISSION/MUNICIPAL ALLIANCE AGAINST SUBSTANCE ABUSE APPOINTMENTS

The following individuals are hereby appointed to the Youth Services Commission/Municipal Alliance Against Substance Abuse for a one-year term ending December 31, 2026:

- **Councilwoman Francois** – Council Representative
- **Robert Vornlocker** – Township Manager
- **Lloyd Fredericks** – Acting Public Safety Director
- **Dr. John Ravally** – Superintendent of Schools
- **Dr. Nicholas Solomon** – Director School Safety, Franklin Township Public Schools
- **Joshua Duncan** – FTPS Student Assistance Counselor, Co-Chair
- **Sheyna Britton** – FTPS Student Assistance Counselor
- **Jamie Morales** – FTPS Student Assistance Counselor
- **Malcolm Belvin** – FTPD Representative
- **Elangkathir Elamaran** – Youth Representative
- **Donna Lisi** – Advisory Board of Health Representative
- **Ken Musgrove** – Community in Connection Service Provider
- **Javahn Walker** – Public Member
- **Pete Clark** – Public Member
- **Roseann Cervelli** – Public Member
- **Windy White** – Youth Center Director
- **Joel Painson** – MAC & YSC Coordinator
- **Phyllis Beals** – Public Member, Co-Chair

SECTION 3: EFFECTIVE DATE

This resolution shall take effect immediately upon adoption.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk



RESOLUTION – AUTHORIZE RELEASE OF STREET OPENING CASH BOND - PERMIT: 24-063 - 436 GIRARD AVENUE - \$750.00 - JIGNESH MEHTA

WHEREAS, the Township Clerk of the Township of Franklin, Somerset County, New Jersey 08873 has received the following:

WHEREAS, the Township Engineer, after inspection, recommends release of the aforesaid Street Opening Bond in the aforesaid amount:

Permit: 24-063
Street Opening Location: 436 Girard Ave.
Bond Amount: \$750.00
Check#: 117
Name of Applicant: Jignesh Mehta
Address of Applicant: 48 Hawthorne Road, North Brunswick, NJ 08902

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset and the State of New Jersey that the Street Opening Bond be released in the aforesaid amount.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.:
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

TOWNSHIP OF FRANKLIN
DEPARTMENT OF PUBLIC WORKS

() Performance Bond
() Irrevocable Letter/Credit
() Maintenance Bond
(X) Other: STREET OPENING SURETY
() New
() Reduction
() Replacement

Date of Receipt by Clerk's Office: _____ DPW: 10/2/2024

Name of Applicant: Jignesh Mehta

Address of Applicant: 436 Girard Ave, Somerset, NJ 08873

Bond/Letter of Credit/Check: 117

Insurance Company/Bank: PNC Bank

Amount: \$ 750.00

STREET OPENING PERMIT# 24-063

Block/Lot: _____

Location: 436 Girard Ave

PERMIT FEE:
BONDING: CASH

INSPECTION FEE:
BOND:

ESCROW:

Received By: Polly Karmokar

Received by Township Clerk: Date: _____ Signature: _____

Released by Dept. of Public Works: Date: _____ Signature: _____

Release Total Amount of:

Escrow Amount of
Details:

AND Bond/Surety Amount of:

Transmittal of Release to Township Clerk: Date: _____ Signature: _____

Date & Number of Resolution of Release by Township Council: _____

JIGNESH MEHTA
JEEGNASSA J MEHTA
436 GIRARD AVE
SOMERSET, NJ 08873-3336

117

55-760/0312
126

10/1/24
Date

Pay to the Order of Franklin Twp \$ 750.00

Seven hundred fifty dollars & 00/100

Dollars



PNC BANK

PNC Bank, N.A. 060

For Bond/surety fees - Road opening

Jignesh Mehta

⑆031207607⑆ 8138641907⑆ 0117



**RESOLUTION – AWARD PURCHASE - ESCNJ CO-OP 23/24-11 - FORD PASSENGER TRANSIT VAN -
PARAMUS FORD INC D/B/A ALL AMERICAN FORD PARAMUS - AMOUNT NOT TO EXCEED \$61,738.40
WITH DELIVERY**

WHEREAS, the Township of Franklin desires to purchase an item as follows through the Educational Services Commission of New Jersey Co-Operative Purchasing Agreement which item when combined with prior purchases exceed the prevailing bid threshold:

VENDOR: Paramus Ford b/b/a All American Ford of Paramus
375 Route 17 South, Paramus, NJ 07652
Contract ESCNJ Co-Op 23/24-11
ITEMS: Ford Passenger Transit Van
COST: Amount Not to Exceed: \$61,738.40 with Delivery

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey does hereby authorize the Mayor and Township Clerk to execute a contract with the above-named vendor to purchase the specified items under the Educational Services Commission of New Jersey Co-Operative Purchasing Agreement.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: G-02-41-24-0805-001
PO No.: R746

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



PARAMUS FORD, INC.

d/b/a ALL AMERICAN FORD OF PARAMUS

375 ROUTE 17 SOUTH
PARAMUS, NJ 07652
201-262-4900 EXT. 1033
KTAYOR@ALLAMERICANFORD.NET

TO: TOWNSHIP OF FRANKLIN

475 DEMOTT LANE
SOMERSET, NJ 08873



BID #: ESCNJ 23/24-11
CO-OP #: 65MCESCCPS

PREPARED BY: KERRI TAYLOR

DATE: 11/25/2025

STOCK #: 25PT1604 / VIN: 1FBAX2C89SKA94517 - VEHICLE IS IN STOCK

DESCRIPTION	MSRP	DISCOUNT	PRICE
2025 FORD TRANSIT 350 MR PASS XL RWD EXTERIOR: OXFORD WHITE INTERIOR: DARK PALAZZO GRAY VINYL - XL TRIM - 3.5L PFDI V6 (GAS) - 10-SPEED TRANSMISSION - PREFERRED EQUIPMENT PKG.301A - FRONT LICENSE PLATE BRACKET - 9500# GVWR PACKAGE - 2WAY DRV/PASS PALAZZO VINYL - 50 STATE EMISSIONS - ELEC AIR TEMP CONTROL - HIGH RES REAR VIEW CAMERA - PRIVACY GLASS - E-85 FLEX FUEL CAPABLE - DESTINATION AND DELIVERY	\$ 59,795.00	\$ 3,587.70	\$ 56,207.30
3.73 LIMITED SLIP AXLE	\$ 325.00	\$ 19.50	\$ 305.50
WHEEL WELL LINERS	\$ 295.00	\$ 17.70	\$ 277.30
BACK UP ALARM	\$ 185.00	\$ 11.10	\$ 173.90
REVERSE SENSING SYSTEM	\$ 295.00	\$ 17.70	\$ 277.30
SHORT-ARM PWR HEAT MIRRORS	\$ 160.00	\$ 9.60	\$ 150.40
FRONT FOG LAMPS	\$ 105.00	\$ 6.30	\$ 98.70
SYNC 4 AM/FM BLUETOOTH	\$ 930.00	\$ 55.80	\$ 874.20
VEHICLE MAINTENANCE MONITOR	\$ 45.00	\$ 2.70	\$ 42.30
DUAL BATTERIES (70 AMP-HR)	\$ 295.00	\$ 17.70	\$ 277.30
EXTENDED FUEL TANK (31 GAL)	\$ 285.00	\$ 17.10	\$ 267.90

FRONT OVERHEAD SHELF	\$ 75.00	\$ 4.50	\$ 70.50
LARGE CENTER CONSOLE	\$ 195.00	\$ 11.70	\$ 183.30
EXTND LENGTH RUNNING BOARDS	\$ 655.00	\$ 39.30	\$ 615.70
2 ADDITIONAL KEYS	\$ 75.00	\$ 4.50	\$ 70.50
VINYL MATS FLOOR COVERING	\$ 120.00	\$ 7.20	\$ 112.80
WIPER ACTIVATED HEADLAMPS	\$ 30.00	\$ 1.80	\$ 28.20
15-PASSENGER SEATS	\$ 1,495.00	\$ 89.70	\$ 1,405.30
SUBTOTAL:	\$ 65,360.00	\$ 3,921.60	\$ 61,438.40
TOTAL:			\$ 61,438.40

ADDITIONAL ITEMS TO CONSIDER (PER VEHICLE):	PRICE
DELIVERY TO SOMERSET COUNTY	\$ 300.00

THANK YOU FOR YOUR BUSINESS!

iFD

KAN-003278

NJ

9-NORMAL, NB, 103278, SG161

2212

120250726 6104

ULC CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTABATT

030787
107/2531

1FBAX2C89

SKA94517 NB

FEPL



ford.com

VEHICLE DESCRIPTION

TRANSIT

2025 350 MR PASS XL RWD
XL TRIM
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSIONEXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

SK A94517

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FULL SIZE SPARE TIRE/WHEEL
- WIPERS - RAIN-SENSING

INTERIOR

- AIR CONDITIONING
- ASSIST HANDLE - B-PILLAR
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING - TILT/TELESCOPIC
- TACHOMETER

FUNCTIONAL

- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- W/ TRAILER HITCH ASSIST
- SELECTABLE DRIVE MODES
- USB PORTS - 5 AMP

SAFETY/SECURITY

- 3 POINT SAFETY BELTS
- ADVANCETRAC™ WITH RSC®
- AIRBAGS® FRONT, SIDE AND SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- 1024-001510/14/24NJT977
- PREFERRED EQUIPMENT PKG.301A
- 3.73 LIMITED SLIP AXLE
- WHEEL WELL LINERS
- FRONT LICENSE PLATE BRACKET
- 9500# GVWR PACKAGE
- 2WAY DRV/PASS PALAZZO VINYL
- 50 STATE EMISSIONS
- BACK UP ALARM
- REVERSE SENSING SYSTEM
- SHORT-ARM PWR HEAT MIRRORS
- FRONT FOG LAMPS
- ELEC AIR TEMP CONTROL
- SYNC 4 AM/FM BLUETOOTH
- VEHICLE MAINTENANCE MONITOR
- HIGH RES REAR VIEW CAMERA
- DUAL BATTERIES (70 AMP-HR)
- EXTENDED FUEL TANK (31 GAL)
- FRONT OVERHEAD SHELF
- LARGE CENTER CONSOLE
- EXTND LENGTH RUNNING BOARDS
- 2 ADDITIONAL KEYS
- VINYL MATS FLOOR COVERING
- WIPER ACTIVATED HEADLAMPS
- PRIVACY GLASS
- 15-PASSENGER SEATS
- E-85 FLEX FUEL CAPABLE

- 325.00
- 295.00
- NO CHARGE
- NO CHARGE
- NO CHARGE
- NO CHARGE
- 185.00
- 295.00
- 160.00
- 105.00
- NO CHARGE
- 930.00
- 45.00
- NO CHARGE
- 295.00
- 285.00
- 75.00
- 195.00
- 655.00
- 75.00
- 120.00
- 30.00
- NO CHARGE
- 1,495.00
- NO CHARGE

PRICE INFORMATION

- BASE PRICE \$57,700.00
- TOTAL OPTIONS/OTHER 5,565.00
- TOTAL VEHICLE & OPTIONS/OTHER 63,265.00
- DESTINATION & DELIVERY 2,095.00

(MSRP)

California Air Resources Board

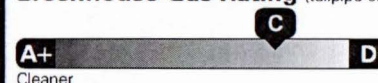
Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

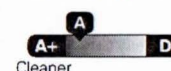
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings.
For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FBAX2C89SKA94517



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features

- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Connect with select smartphones. FordPass Connect™ service uses your phone's data connection. Connected service and related features are subject to connectivity. U.S. network needed for certain features. Some features may require additional equipment and may not be available in all areas. See your dealer for details.

The FordPassConnect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



Credit

Get Prequalified now at www.ford.com/finance

RAMP ONE

CM41

RAMP TWO

CONVOY

ITEM #:

13-J523 O/T 5B

TOTAL MSRP \$65,360.00

Scan The QR Code to get more details about this vehicle



This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SPECIAL ORDER

SG161 N RB 2X 515 003278 07 16 25

1202507266104



**RESOLUTION – AWARD PURCHASE - ESCNJ CO-OP 22/23-46 - ONE (1) CAT MODEL DG100
NATURAL GAS EMERGENCY GENERATOR - COMMUNITY RELATIONS BUREAU (935 HAMILTON) -
FOLEY POWER SYSTEMS - AMOUNT NOT TO EXCEED \$108,735.00**

WHEREAS, the Township of Franklin desires to purchase an item as follows through the Educational Services Commission of New Jersey Co-Operative Purchasing Agreement which item when combined with prior purchases exceed the prevailing bid threshold:

VENDOR: Foley Power Systems
855 Centennial Avenue, Piscataway, NJ 08855
Contract ESCNJ Co-Op 22/23-46
ITEMS: One (1) CAT Model DG100 Natural Gas Emergency Generator
COST: Amount Not to Exceed: \$108,735.00

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey does hereby authorize the Mayor and Township Clerk to execute a contract with the above-named vendor to purchase the specified items under the Educational Services Commission of New Jersey Co-Operative Purchasing Agreement.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: C-04-55-25-4467-007/C-04-55-25-4467-008
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



Division of Foley, Incorporated

Project Proposal

From: Anthony Singlar
ASinglar@FoleyInc.com

DATE: December 15, 2025

PHONE: 267-229-6156

RE: Franklin Township Community
Relations Bureau

QUOTE # AJS251215-1

In response to your request, we are pleased to offer the following quotation on a **Caterpillar Emergency Generator System** for your consideration:

One (1) New **UL2200 Listed EPA Certified** Caterpillar Emergency Generator **Model DG100**, Natural Gas Fueled rated **100kW** Standby Power, **120/240 Volts**, 1-Phase, 60 Hertz. Package to include manufacturer's standard model features and optional attachments as listed below.

Total net package price...\$108,735.00 (Price Valid for 30 Days; Tax Not Included)

FOB freight allowed to first destination

NJ State approved cooperative Bid #ESCNJ 22/23-46

Scope of Work:

- Provide engineered drawings for permits.
- Install (1) 100kW natural gas generator.
- Install (1) concrete foundation for the generator to be mounted to.
- Install 2" natural gas service from inside of the building at the gas service, to the rear of the building where the new generator will be installed. Provide (1) regulator for the new generator to operate properly.
- Provide electrical service coordination to remove (1) meter at (1) service. Install (1) 400-amp ATS, (1) 400-amp distribution panel, and (4) feeders- (1) to each service and (1) to each electric heat junction box.
- Provide (2) 2" conduits with feeder from ATS to the generator for power.
- Provide (1) 1" conduit from a circuit breaker to generator for block heater and battery charger.
- Provide (1) ¾" conduit with (2) #14 conductors for start/stop.
- Provide (1) ¾" conduit from generator to inside of the building for a remote annunciator.
- Install generator and wire and bolt to pad. Provide a crane if needed.
- Provide (1) 14' x 7' x 10" reinforced concrete pad.
- Provide ½ day for a crane to set generator.

PSE&G must confirm adequate gas pressure is available for the generator set

***Exclusions:** Sales tax (if applicable), overtime rates, permit fees, utility fees, blacktop restoration, rock excavation, disposal of spoils off site, & unmarked utilities.*



Division of Foley, Incorporated

Any tariff costs incurred by Foley from any vendor will be passed on to our customers. Since the tariffs are broad, it's impossible to know what products will be impacted and what the tariff costs will be until we receive a notice from the manufacturer.

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, Foley CAT reserves the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Foley CAT will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

Engine

- Caterpillar DG100 engine, 6.2 liters, V8, 4-stroke cycle, 1800 RPM
- 100 ekW W/Fan
- EPA Certification
- Turbocharged Air-to-Air Aftercooler
- Standard Air Cleaner

Cooling System

- Package Mounted Radiator
- Closed Coolant Recovery System
- Fan & Belt Guards
- Jacket Water Heater

Enclosure

- Caterpillar-White, Sound Attenuated Steel Enclosure (75dbA @ 23')

Exhaust

- Enclosed Critical Grade Exhaust Silencer

Control Panels

- Caterpillar GCCP 1.2 Control Panel
- Qty. (1) NFPA 99/110 Remote Annunciator (**Shipped Loose**)

Generator

- Caterpillar Permanent Magnet Excitation System
- Generator Anti-Condensation Heater

Governor

- Standard Electronic Governor

Power Termination

- Qty. (1) 400A, 100% Rated, LSI Circuit Breaker w/ Shunt Trip

Starting/Charging

- 12 Volt Starting Motor
- Lead Acid Battery, Battery Rack and Cables
- 10 Amp Battery Charger

Mounting

- Caterpillar Elastomeric Vibration Isolators



Division of Foley, Incorporated

Lube

- Lubricating Oil, Filter And Dipstick

General

- Qty. (1) O&M Manual (**Shipped Loose**)

Tests

- Caterpillar Factory Test

Service: Provided by FPS during normal time, Monday – Friday, 7:30 am – 3:30 pm

- Labor to perform Startup Service
- Labor for Genset Site Testing.(Resistive Load Bank Test)

NOTE: A Resistive Load Bank and 50 Feet of Cables will be supplied for testing purposes. Electrical connections and disconnections to be performed by other than FPS.

Warranty

- Caterpillar 2 Year Manufacturer's Product Warranty as Per Warranty Documents.
Note: Applicable to Caterpillar Consist Parts Only.

Transfer Switch (**Shipped Loose, Installation by Other than FPS**)

- Qty. (1) Automatic Transfer Switch, 400 Amp, 2 Pole, Open Transition, Solid Neutral, 240V, 1-Phase. Units Furnished in a NEMA 1 Enclosure.

Notes/Exceptions/Deviations

1. The above proposal is based site walk through (12/05/25) by Foley Power Systems and is limited to the listed Bill of Materials. No specifications were provided.
2. NOTE: FPS = Foley Power Systems
3. NOTE: Any third party testing (I/R scanning or sound testing) or certified reports of onsite testing by others.
4. NOTE: Permitting, Off-Loading, Rigging and Installation of Genset and all shipped loose items to be provided by other than FPS. Electrical connections and disconnections of Genset by other than FPS. Fuel to be supplied by other than FPS. Coordination study, protective device setting, and third party testing must be provided by other than FPS.

Terms and Conditions of Sale: AJS251215-1

- a) All quotations are valid for 30 days from date of quotation unless otherwise noted.
- b) All quotations are FOB first destination and delivery will be made using a Flatbed or Step Deck Trailer with offloading by others. Customer must provide clear and unobstructed access to the site so equipment can be off-loaded.
- c) Payment terms are net 30 days. If startup occurs within 30 days of invoice date, payment is due immediately. All projects greater than \$1MM will be subject to progress billing. The progress billing structure is listed below:

I.	Receipt of Purchase Order:	10%
II.	Approved Submittals and release of equipment:	25%
III.	Delivery of equipment to site:	55%
IV.	Successful testing of equipment:	10%
- d) Our payment terms will include interest on the 31st day on all outstanding invoices; the interest will be based on the current market value.
- e) All quotations are subject to owners or specifying engineer's approval of our project submittals.
- f) Federal, State and local sales tax is not included in our price quotation.
- g) Standard factory lead times will apply after receipt of approved submittal and notification to proceed with equipment fabrication.
- h) Federal, State and local code compliance is strictly the responsibility of the owner and his engineers and/or representatives.
- i) All materials listed in this quotation are covered by the manufacturer warranty only unless specifically stated otherwise.
- j) Foley Power Systems requests (14) fourteen-day notification to schedule unit start up services.



Division of Foley, Incorporated

- k) Fuel oil and or other consumables required for unit start up and site testing is not included in this quotation and shall be provided "By Others".
- l) Title and risk of loss will pass to Buyer upon delivery of the equipment to project job site.
- m) If the Buyer cannot accept delivery of the equipment or requests that the delivery be delayed, Foley Power Systems will invoice Buyer for the purchase price of the equipment and make arrangements for equipment storage. Storage charges will accrue at a monthly rate of (2) two percent of the invoiced purchase price for every month or portion thereof, during which the equipment is being stored by Foley Power Systems. Buyer is responsible for any additional freight, off-loading, rigging, or special equipment charges as a result of the delay in taking delivery.
- n) Buyer may not cancel a purchase order, return equipment, or change the delivery date without Foley Power Systems written consent. Any cancellation, return, or change of delivery dates is subject to additional charges based on Foley Power Systems actual costs.
- o) Foley Power Systems is not responsible for serving and paying fees for permits, licenses, or registrations required by any agency that may be required for the installation and operation of the above quoted equipment.
- p) Any and all installation of this equipment shall be "By Others".
- q) This proposal is confined to the Bill of Materials as listed above.
- r) Any claim of any kind whatsoever asserted by buyer or Foley Power Systems against the other, arising out of or in any way relating to this agreement shall be resolved exclusively by submitting such claim to arbitration in accordance with the rules of the American Arbitration Association. The place of arbitration shall be in New Jersey. Judgment upon any such arbitration award may be entered in (1) the appropriate State or Federal court with Jurisdiction over Middlesex County, New Jersey.
- s) Foley Power Systems does not accept "paid when paid" conditions as part of the Terms and Conditions of the contract.
- t) The power connection to the Generator is sized for copper wire only. If an alternate material is used for the power connection; the proposal price is subject to change.
- u) Buyer shall indemnify, hold harmless, and defend seller from all liability for loss, damage or injury to person or property to the extent caused by the negligent act or omission of buyer. Buyer shall defend seller in accordance with and to the extent of the above indemnification, provided the buyer is (i) promptly notified by seller, in writing, of any claims, demands or suits for such damages or injuries; and (ii) has the right to select and direct counsel and settle such claims.
- v) Foley shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from or associated with the COVID-19 pandemic or any future pandemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the seller's product times are based upon the information provided to seller from its suppliers at the time of quotation. The buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the seller. As such, the seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.
- w) In the event of significant delay or price increase of material, equipment or labor occurring during the performance of the contract through no fault of Foley Inc., the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or labor will be considered significant when the price of an item increases 2% or more between the date of this Contract and the date of installation/delivery/time of order.

Accepted by: _____ (Print)

Signature: _____ Date: _____



**RESOLUTION - AWARD COMPETITIVE CONTRACT - ROUTINE MONITORING OF WATER SAMPLES -
(MC-COM-0024-25) - GARDEN STATE LABORATORIES, INC - YEAR 2 - FEBRUARY 1, 2026 - JANUARY
31, 2027 - AMOUNT NOT TO EXCEED \$75,000.00**

WHEREAS, a need exists to contract for the below noted services for the Township of Franklin, County of Somerset, New Jersey; and

WHEREAS, the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available upon adoption of the CY2026 Municipal Budget; and

WHEREAS, the Municipal Attorney has reviewed the attached certificate of the Chief Financial Officer and is satisfied that said certificate is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendors, which agreements shall be maintained on file with the Township Clerk and available for public inspection.
- (2) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.

VENDOR NAME:	Garden State Laboratories Inc.
ADDRESS:	410 Hillside Avenue, Hillside, NJ 07205
CONTRACT AMOUNT:	\$75,000.00
SERVICE:	Routine Monitoring of Water Samples (MC-COM-0024-25) Year 2 – February 1, 2026 to January 31, 2027

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date:	1/13/2026
Account No.:	500-028
PO No.:	As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

Carl Hauck

From: Cindy Brandecker <cbrandecker@gslabs.com>
Sent: Monday, December 8, 2025 9:52 AM
To: Carl Hauck
Cc: April Skistimas
Subject: Re: Water Sampling Contract

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender or know the content is safe.

That would be fine - please proceed with the paperwork.

Cindy

Cindy Brandecker (She/Her)
Director of Project Management

Garden State Laboratories, Inc.
908-688-8900 x 115

From: Carl Hauck <Carl.Hauck@franklinnj.gov>
Sent: Monday, December 8, 2025 9:02 AM
To: Cindy Brandecker <cbrandecker@gslabs.com>
Cc: April Skistimas <April.Skistimas@franklinnj.gov>
Subject: Water Sampling Contract

Cindy,

Please let me know if Garden State is willing to extend the existing contract under the existing pricing terms for another year 2/1/2026-1/31/2027

A response to this email will be sufficient to get the paperwork going on our end.

Thanks,
-Carl

Carl Hauck, P.E., C.M.E., C.P.W.M., C.R.P.,
Public Works Manager / Licensed Water Operator / Stormwater Coordinator
Franklin Township
www.franklintwpnj.org

Department of Public Works:
40 Churchill Avenue
Somerset, NJ 08873
732.249.7800 Ext 6383



RESOLUTION – AWARD BID - EMERGENCY REPAIRS AS NEEDED FOR HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (MC-0019-26) – JANUARY 1, 2026 – DECEMBER 31, 2026 (WITH ADDITIONAL 1-YEAR EXTENSION) – ENVIROCON, LLC - NOT TO EXCEED \$250,000 PER YEAR

WHEREAS, a notice to bidders for the receipt of bids for the Emergency Repairs as needed for Heating, Ventilating and Air Conditioning Systems (MC-0019-26) was published in the *Courier News* and posted on the Township's website on November 6, 2025 and receipt was on December 16, 2025; and

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available, subject to the adoption of the CY2026 Municipal Budget, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, Somerset County, New Jersey that the bid be awarded for the Emergency Repairs as needed for Heating, Ventilating and Air Conditioning Systems (with additional 1-year extension) (MC-0019-26) for the period of January 1, 2026 to December 31, 2026:

VENDOR: Envirocon, LLC
ADDRESS: 83 Canada Goose, Hackettstown, NJ 07840
AMOUNT: Amount Not to Exceed \$250,000.00

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk be and the same are hereby authorized to enter into a contract with the above-listed company.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6-01-26-00-0310-055
PO No.: As Necessary

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

475 DeMott Lane, Somerset, NJ 08873-6704

MUNICIPAL BUILDING

Somerset, NJ 08873-6704

COP

PURCHASING DEPARTMENT

Cindy Belanger

Purchasing Agent, QPA, RPPO



PHONE: (732) 873-2500 ext. 6239

Email: Cindy.Belanger@Franklinnj.gov

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be opened and read in public by the Purchasing Agent for Township of Franklin, Somerset County, Municipal Building 475 DeMott Lane, Somerset, New Jersey, at 1:30 p.m. prevailing time on December 11, 2025 for the following:

**EMERGENCY REPAIRS AS NEEDED FOR HEATING, VENTILATING AND AIR CONDITIONING
SYSTEMS
MC-0019-26**

Bids shall be delivered in sealed envelopes and addressed to Cindy Belanger, Purchasing Agent, Purchasing Office at the Municipal Building, 475 DeMott Lane, Somerset, NJ 08873, **clearly marked on the outside with the contract name and number, bearing the name and address of the bidder on the outside.** We are storing all responses electronically; therefore submit all pages of the response on a Flash drive in addition to the printed copies.

Specifications and instructions may be obtained at the Purchasing Office or can be downloaded from the website <https://www.franklintwpnj.org/> on or after November 6, 2025.

*All Bid Addenda will be issued on the website at <https://www.franklintwpnj.org/>. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Cindy Belanger, QPA, RPPO

Date Advertised: November 6, 2025

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) addressed to the Purchasing Agent
 - (2) bearing the name and address of the bidder on the outside
 - (3) clearly marked "BID" with the name of the item(s) being bid.

Provide One (1) Original & Two (2) copies of the bid.

 - (4) The Township is storing all responses electronically; therefore submit all pages of the response on a flash drive in addition to the printed copies. The spreadsheet (if any) can be included on the same flash drive in a separate file in excel format (not PDF)
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The Township reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- F. In the event of a manufacturer's price decrease during the contract period, the Township shall receive the full benefit of such price reduction

2. BID SECURITY

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. ☐ BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☐ CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. ☐ **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

D. ☐ **LABOR AND MATERIAL (PAYMENT BOND)**

Successful bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed in the contract.

E. ☐ **MAINTENANCE BOND: REQUIRED IF CHECKED**

1. Upon acceptance of the work by the Township, the vendor shall submit a maintenance bond in the amount of fifteen percent 15% guaranteeing against defective quality of work or materials for the period of one (1) year.
2. The performance bond provided shall not be released until final acceptance of the whole work and then only if any items or claims have been satisfied and any maintenance bonds required have been executed and approved by the Township.
3. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey and acceptable to the Township.

3. **QUOTATIONS, BIDS AND FORMS**

- A. (1). Franklin Township, County of Somerset is exempt from any local, state or federal sales, use or excise tax. Franklin Township will not pay service charges such as interest and late fees.
(2). The Township of Franklin or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Insert prices for furnishing all of the material/or labor described. Prices shall be net including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Township. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- E. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- F. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

4. **INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance

with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the Township, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Estimated Quantities, the Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. No minimum purchase is implied or guaranteed.
- F. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

AWARD OF BID

- A. The Township reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township. Without limiting the generality of the foregoing, the Township reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Township reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.
- G. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Township. If, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interests to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

7. ☒ **NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html.

8. ☒ **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34 :11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34 :11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. **NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. **MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE N.J.S.A. 10:5-31 et seq.**
NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
 - (2) A photocopy of their State Certificate of Employee Information Report, or
 - (3) A photocopy of completed Affirmative Action Employee Information Report:
- AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

12. **WORKER AND COMMUNITY RIGHT TO KNOW ACT N.J.S.A. 34:5A-1 et seq**
The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.
13. **STATEMENT OF CORPORATE OWNERSHIP - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**
In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.
14. **ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract. Any transfer of contracts must be submitted in writing and approved by Franklin Township.
15. **INSURANCE AND INDEMNIFICATION**
If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.
- The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.
- The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Franklin Township will not accept Mutual Limitation of Liability terms.

16. PAYMENT

Payment will be made after a properly executed Franklin Township voucher has been received and formally approved on the voucher list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

17. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the Contractor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Township may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the Contractor has failed to remedy the problem after being forewarned.

D. TERMINATION BY THE TOWNSHIP:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

18. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

19. ADDITIONS/DELETIONS OF SERVICE:

The Township reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

- 20.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. ALTERING OFFICIAL DOCUMENT

Bidders shall not write in margins or alter the official content or requirements of the Township bid documents.

22. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on media compatible with the owner's computer operating system, windows based, Microsoft Office Suite.

24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. N.J. BUSINESS REGISTRATION CERTIFICATE P.L. 2009, C.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

28. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Township of Franklin by notice to each party.

- 29.** The Township and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

- 30.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

31. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

32. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the Township to solicit open market pricing should any price increase or surcharge be imposed.

33. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

34. HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information

- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

35. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any bidder on this contract.

36. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official Township bid packages for routine goods and services are available from <https://www.franklintwpnj.org/> at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied specifications.

37. EMPLOYEE WAGE REPORTING (When Applicable):

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract.

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

38. NEW JERSEY RIGHT TO KNOW (NJRTK) N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

39. AMERICANS WITH DISABILITIES ACT OF 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

40. IRAN EMBARGO

New Jersey P.L. 2012, c. 25 prohibits State and local public contracts with persons or entities engaging in contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders should complete and submit with their bid the Disclosure of Investments in Iran certificate which is enclosed in the bid package.

41. future use

42. State Comptroller (N.J.A.C. 17:44-2.2)

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

43. 40A:11-18. American goods and products to be used where possible

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

L.1971, c. 198, s. 18, eff. July 1, 1971. Amended by L.1982, c. 107, s. 1.

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

1. GENERAL SCOPE AND INTENT

It is the intent of the Township of Franklin to award a contract for HVAC emergency repair services for all Township owned systems on an as-needed basis.

These facilities include, but not limited to:

- A. 935 Hamilton Street – Health and Social Services
- B. 12 Berry Street – DPW Garage
- C. 40 Churchill Ave. – DPW Headquarters
- D. 475 DeMott Lane – Municipal Building (main building and annex)
- E. 505 DeMott Lane – Community – Senior Center
- F. 475 DeMott Lane – Animal Shelter
- G. 495 DeMott Lane – Public Safety Building
- H. 421 DeMott Lane – Middlebush park Concession Stand
- I. 429 Lewis Street – Youth Center
- J. 1755 Amwell Road – Middlebush School

K. 1760 Amwell Road – BOE Maintenance

Building

The Township of Franklin retains all rights and ownership of equipment, including any replacement equipment installed throughout the contract period.

The Township reserves the right to determine what repairs will be completed. Any work must be approved by the Township before being started. The Township may request the vendor for a cost and time estimate prior to approving the work.

2. CONTRACTOR'S QUALIFICATIONS

The contractor shall use trained personnel directly employed and supervised by the Contractor.

The successful bidders shall be able to demonstrate to the Township a professional record of similar services over a period of not less than five years. Bidders should submit, with their proposals, a listing of five comparable facilities, with references and contact phone numbers, currently being serviced by their firm.

Personnel shall be qualified by training and/or experience, with appropriate refrigerant certification through a national and/or state-recognized and approved HVAC training and testing program. Apprentices / Helpers permitted to work under direct supervision of qualified mechanics or technicians only- they are not to work alone on job.

The contractor shall be a licensed HVAC through the State of New Jersey and provide proof as requested

Technicians must have completed an occupational safety and health (OSHA) training course or approved hazard communication training and provide proof on request.

Certification and experience on equipment made by the manufacturers and the models of equipment which the Township owns is required. It is the contractor's responsibility to prove that experience on equipment other than what is in the Township buildings is an equivalent.

3. GENERAL SERVICE REQUIREMENTS

A. All technicians must sign in and out or check in with a Township-authorized employee before beginning work. Photo identification is required.

Contractor will respond to calls to do a site visit for the purpose of providing quotation within 72 hours. Estimates for repair should be provided to the Township with no cost to the Township. The Township reserves the right to call another vendor if contractor does not respond with the time limit or does not supply a quotation five (5) days after the site visit.

Contractor will respond to an emergency calls within 2 hours of notification.

All inspections must be coordinated with the Township so as not to interfere with any activities. This may necessitate working after hours.

All material, equipment and workmanship provided by the contractor shall be guaranteed for one (1) year from the date of installation and acceptance against any and all defects. If any defects occur, they shall be repaired or replaced at no cost to the Township.

The contractor shall remove all debris daily and legally dispose of same off site.

Invoices presented for payment should include:

- Detailed description of work completed to include building location and completed time and materials billing sheet.
- Number of each class of employee and hours worked.
- NOTE: The contractor shall not include any charge for training of the repair staff.

Work shall be performed during normal working hours. Normal working hours are defined as 7:00 am to 3:30 p.m., Monday through Friday. It should be noted, however, that each building has different opening and closing times, and contracts shall be able to accommodate the hours of the staff in each building.

For projects which exceed the prevailing wage threshold, currently at \$16,263 all requirements of the vendor be required to comply with all the requirements of the New Jersey Prevailing Wage Act 150, (N.J.S.A. 34:1156.25 et seq and N.J.S.A. 34:1B5.1).

4. EQUIPMENT INCLUDED:

This specification covers only that equipment as listed herein and in the event the system is altered, changed, or if any equipment is added, or not included in this specification, then that portion shall be added or deleted as required, and shall be in accordance with this specification.

FACILITY EQUIPMENT LIST

FACILITY EQUIPMENT LIST

475 DEMOTT LANE (TOWN HALL)			
Manufacturer	Type	Model	S/N
Seasons 4 (Unit 1)	Air Handler	6MJF20-0182-TN4.0-08SE	AB259-1012-01
Seasons 4 (Unit 2)	Air Handler	6MJF20-0182-TN3.5-06SE	AB259-1012-02
Seasons 4 (Unit 3)	Air Handler	6MJF20-0192-TN5.0-08SE	AB259-1012-03
Seasons 4 (Unit 4)	Air Handler	6MJC20-0102-TNZ-0-04SE	AB259-1012-04
Seasons 4 (Unit 5)	Air Handler	6MJC20-0112-TN2.0-04SE	AB259-1012-05

Seasons 4 (Unit 7)	Air Handler	6SFF20-0242-TN3.5-06SE	AB259-1012-06
Trane (Unit 6)	Air Handler	YHC060E3RYA1800C0A0A6B007C	123810049L
Trane (Unit 8)	Air Handler	YHC102E3RYA0J00C0A0A6B007E	123810223L
Trane (Unit 9)	Air Handler	YHC060E3RYA1800C0A0A6B007	123810065L
York (Unit 10)	Air Handler	ZJ090N18R2A1BAA1A3	N2D3585240
York (Unit 11)	Air Handler	ZJ090N18R2A1BAA1A3	N2D3585229
York (Unit 12)	Air Handler	ZJ090N18R2A1BAA1A3	N2D3585242
York (Unit 13)	Air Handler	ZJ090N18R2A1BAA1A3	N2D3585226
Carrier		38HDR060520	1214X9926
Liebert PDX	Air Handler	PX011UA1C8H625	
Liebert PDX	Condenser	MCS028E1YDT546	Y21L002497
Fujitsu	Mini Split	A0V9CQ	BCNC02690
Fujitsu	Mini Split	A0U18RLB	FQN 029295
AMANA		ABCH2400MA	
Trane	4-7.5 ton Single Compressors	T/YSC090A3	546101774L

475 DEMOTT LANE (ANIMAL SHELTER)			
Manufacturer	Type	Model	S/N
York	Condenser	YCD36B23SA	W2G1214709
York	Condenser	YCD36B23SA	W2G1214751
York	Condenser	YCD60B22SA	W2G1260436
York	Air Handler	TM9E060B12MP12A	W2D1911257
York	Air Handler	TM9E120D20MP12A	W2F1177346
York	Air Handler	TM9E060B12MP12A	W2D1911231

495 DEMOTT LANE (PD)			
Manufacturer	Type	Model	S/N
Carrier	Air Handler	39WM14	5016U37020
Carrier	Air Handler	39WM25	5116U37038
Carrier	Air Handler	39WM25	5116U37039
Carrier	Chiller Water Pump	30GB100-550	490F02342
RBI	Boiler	MB1000	52291046

RBI	Boiler	MB1001	52291047
Liebert	Cooling System	Y160DG10148	PFH037A-PL7
Mitsubishi	Mini Split	PUY-A36NHA6	5ZU05812A
Mitsubishi	Mini Split	PUY-A36NHA6	5ZU05816A
Mitsubishi	Mini Split	PUY-A36NHA6	5ZU05822A

505 DEMOTT LANE (SENIOR CENTER)			
Manufacturer	Type	Model	S/N
Carrier (Unit 1)	Air Handler	50TC-D12A2A5-2A0G0	2518P97517
Carrier (Unit 2)	Air Handler	50TC-D12A2A5-2A2K0	3917P82454
Carrier (Unit 3)	Air Handler	50TC-D12A2A5-2A2K0	3917P82688
Carrier (Unit 4)	Air Handler	50TC-D12A2A5-2A0G0	2518P97516
Carrier (Unit 5)	Air Handler	50TC-D12A2A5-2A2K0	3917P82689
Carrier (Unit 6)	Air Handler	50TC-D12A2A5-2A0G0	2518P97518
Carrier (Unit 7)	Air Handler	50KC-A04A0A5A-2A0A0	2518C85024
Carrier (Unit 8)	Air Handler	50TC-D12A2A5-2A0G7	1418C05773
Greenheck	Exhaust Fan	CUBE-140HP-3-G	98A14976
RBI	Boiler	MB1001	
RBI	Boiler	MB1001	
Taco	2-Hot Water Circulators	V12008E2/AB689D	
Vulcan	3-Unit Heaters		

935 HAMILTON ST. (CRB)			
Manufacturer	Type	Model	S/N
Lennox (Unit 1)		CX3462C6F1	6011K20869
Lennox (Unit 2)		CX3462C6F1	6011C05351
Lennox (Unit 1)		XC16-060-230-03	5811L07315
Lennox (Unit 2)		XC16-060-230-03	5811L07318
Carrier (Unit 3)		48TCE-A05A1A5A-0H0H0	1509G10152
Lennox (Unit 4)		LGH092HBS1Y	5611J08771

12 Berry St. (WATER DEPT)			
Manufacturer	Type	Model	S/N
		12	

Dayton	4-Gas Fired Unit Heaters	3E371D	
Reznor	Gas Fired Unit Heaters	UDAP250	B0C79Y3N64515X
Reznor	2-Gas Fired Unit Heaters	UDx100	

40 Churchill Ave. (DPW)

Manufacturer	Type	Model	S/N
Lochinvar	Boller	KB 81 - 286	
Dayton	2-Gas Infraed Heaters	5VD62A	
Reznor	7-Gas Fired Unit Heaters	UDAP250	
Trane	Gas Fired Unit Heaters	GPNC025/AB1000	A85G10564
Lennox	Air Handler	CBX27UH-036-230-6-02	5811M04277
Lennox	Air Handler	CBX27UH-036-230-6-02	5811L03341
Lennox	Air Handler	CBX27UH-036-230-6-02	5811M04259
Lennox	Condenser	XC14-036-230-04	5811M01165
Lennox	Condenser	XC14-036-230-04	5811M01163
Lennox	Condenser	XC14-036-230-04	5811M01164
Greenheck	Exhaust Fan	DSQ-160-7	85L06498
Fujitsu	Mini Split	A0U24RLB	FRN 041374
Dayton	Electric Unit Heater	2YU69	
Dayton	Gas Fired Unit Heaters	2RYV3	P2001764135005001

429 Lewis St. (YOUTH CENTER)

Manufacturer	Type	Model	S/N
Trane (Unit 1)	Air Handler	YHD180G3RLD3PE5	204110680D
Trane (Unit 2)	Air Handler	YHD180G3RLD3PE5	204110681D
Trane (Unit 3)	Air Handler	YHD180G3RLD3PE5	204110682D
Trane (Unit 4)	Air Handler	YHD180G3RLD3PE5	204110683D
Trane (Unit 5)	Air Handler	YHH180G3RLD28QP	204310240D
Trane (Unit 6)	Air Handler	YHC120F3RLA20U8	204313224L
Trane (Unit 7)	Air Handler	YHC120F3RLA2097	204113717L
Trane (Unit 8)	Air Handler	YHC036E3RMA2097	204112994L
Trane (Unit 10)	Air Handler	YHC120F3LA	204313226L
Mitsubishi (Unit 11)	Mini Split	PUY-A24NHA7	
Mitsubishi (Unit 12)	Mini Split	PUZ-A18NKA7	

Mitsubishi (Unit 13)	Mini Split	PUZ-A12NKA7	
Mitsubishi (Unit 14)	Mini Split	PUZ-A12NKA7	
Mitsubishi (Unit 15)	Mini Split	PUZ-A12NKA7	
Mitsubishi (Unit 16)	Mini Split	PUZ-A12NKA7	

1755 Amwell Road (Middlebush School)			
Manufacturer	Type	Model	S/N
Sanyo	Mini Split	SAP243C	
Inverter	Mini Split	12A45YOMI	
Thermal Zone	Mini Split	MS418HP13240CA	
Thermal Zone	Mini Split	MSC412HP13115CA	
Thermal Zone	Mini Split	MSC412HP13115CA	
Smith	Boiler	28HE – S/W – 10	

1760 Amwell Road (BOE Admin Office)			
Manufacturer	Type	Model	S/N
Peerless	Boiler	SC/SCT – 06 – W/S	768410-201901
Sanyo	AC	C2412	

VENDORS OBSERVED HOLIDAYS

Vendor please list the holidays your company observes.

(Federal and State Holidays which your listed overtime rates apply):

New Year's Day
President's Day
Memorial Day
July 4th
Labor Day
Veteran's Day
 Thanksgiving Day
 Christmas Day

Do not leave this form blank

THIS FORM PERTAINS ONLY TO CONSTRUCTION, ALTERATION OR REPAIR
OF ANY PUBLIC BUILDING

Sub Contracts

We have included in the above Base Bid Proposal the Contractors indicated below for the various divisions of work, which will be performed by said contractors on the event we are awarded the contract, it being specifically stated that we will enter into a contract with each and every one of the below named contractors; **Do not leave blank; if none, so state; if self, so state.**

<u>Division of Work</u>	<u>Name and Address of Company</u>
<u>1. The plumbing and gas fitting and all kindred work</u>	self performed by Envirocon _____ _____ _____
In compliance with N.J.S.A. 45:14C-2(h) Licensed master plumber Luke Vega _____ Name of Plumber	
<u>2. Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;</u>	19HC00076900 _____ License number self - performed by Envirocon _____ _____ _____
<u>3. Electrical work, including any electrical power plants, tele-data, fire alarm, or security system</u>	none _____ _____ _____ _____
<u>4. Structural steel and ornamental iron work</u>	none _____ _____ _____ _____

The Bidder shall provide evidence of performance security with this list of subcontractors. Evidence of performance security, in the form of a Consent of Surety, shall be supplied by the bidder on behalf of itself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof.

BID DOCUMENT CHECKLIST

Required
With
BidRead,
Signed
& Submitted
Bidder's Initial**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**

- ☒ Statement Of Ownership Disclosure
- ☒ Non-Collusion Affidavit
- ☒ License(s) or Certification(s) Required by the Specifications
- ☒ Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)

☐ Other:**B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**

- ☒ New Jersey Business Registration Certificate – Prior to award of contract
- ☒ flash drive with PDF of RFP along with Printed Copies
- ☒ Three (3) references for similar projects
- ☐ Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order
- ☒ Disclosure of Activities in Iran (must submit prior to contract award)
- ☒ Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus
- ☒ Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire
- ☒ Public Works Contractor Registration Certificate(s) for the Bidder and Named/Listed Subcontractors (Prior to Award, but effective at time of bid)
- ☒ W9

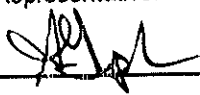
C. READ ONLY

- ☒ Americans With Disability Act of 1990 Language

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: Envirocon, LLCDate: 12/11/25

By Authorized Representative:

Signature Print Name & Title: Arun Gupta, President

PROPOSAL COST FORM/SIGNATURE PAGE**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET****EMERGENCY REPAIRS AS NEEDED FOR HEATING, VENTILATING AND AIR CONDITIONING
SYSTEMS Contract # MC-0019-26****TO THE FRANKLIN TOWNSHIP COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following amount:

Item#	Description	Estimated Quantity	\$ Amount per Hour	Total Cost
1	Hourly Rate (Straight Time, Monday through Friday) - Mechanic/Tech (per hour)	250 Hours	\$ 125	\$ 31,250
2	Hourly Rate (Monday through Friday 4:30 PM to 8:00 AM and Saturdays)- Mechanic/Tech (per hour)	50 Hours	\$ 190	\$ 9,500
3	Hourly Rate (Sundays and Holidays) - Mechanic/Tech (per hour)	25 Hours	\$ 250	\$ 6,250
			% 0 Discount	Final Cost 47,000
4	* Discount from suggested list price of parts (estimated cost for parts \$10,000 - - % discount on parts = final cost)	\$10,000 parts	0 %	10,000 \$
Award is based on Grand Total (Items 1 thru 4)				\$ 57,000

Base Total Amount Bid -(add Items 1 thru 4): \$ 57,000

Base Total Amount Bid (in words): Fifty Seven Thousand Dollars and zero cents

The undersigned is a (Corporation)
(Partnership) under the laws of the State of New Jersey having its

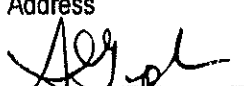
(Individual)
Principal office at 83 Canada Goose, Hackettstown, NJ 07840

Envirocon, LLC
Company

223521206
Federal I.D. # or Last 4 digits Social Security #

83 Canada Goose, Hackettstown, NJ 07840

Address


Signature of Authorized Agent

Arun Gupta
Type or Print Name

12/11/25

President

Title of Authorized Agent

908-813-1600

Telephone Number

Fax Number

Date 12/11/25

office@enviroconusa.com

Email Address

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Envirocon, LLC

Organization Address: 83 Canada Goose, Hackettstown, NJ 07840

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Arun Gupta (100% owner)	83 Canada Goose, Hackettstown, NJ 07840

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

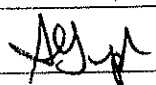
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<Township of Franklin>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<Township of Franklin>** to notify the **<Township of Franklin>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<Township of Franklin>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Arun Gupta	Title:	President
Signature:		Date:	12/11/25

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of Warren

SS:

I, Arun Gupta of the City of Hackettstown

in the County of Warren and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Envirocon, LLC
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township Of Franklin, County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

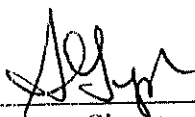
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by Envirocon, LLC
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

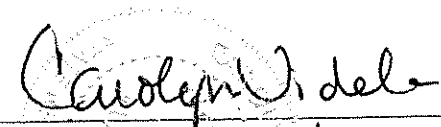
before me this 11th day

of December, 2025


Signature

Arun Gupta

(Type or print name of affiant under signature)


Notary public of New Jersey

My Commission expires 3/11/2030

CAROLYN VIDEA
Notary Public, State of New Jersey
Comm. # 50231295
My Commission Expires 3/11/2030

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?
If yes, please submit a photostatic copy of such approval.

Yes ☐ No ☒

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?
If yes, please submit a photostatic copy of such approval.

Yes ☒ No ☐

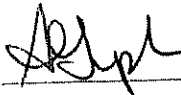
3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Envirocon, LLC

SIGNATURE: 

PRINT NAME: Arun Gupta

TITLE: President

DATE: 12/11/25

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union

has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send

journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted Township employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Pursuant to N.J.S.A. 52:32-44, Franklin Township, Somerset County, New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

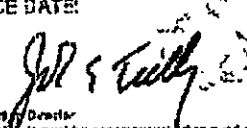
For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

All businesses **MUST** provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

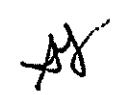
Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLogin.jsp

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 287 TRENTON, NJ 08646-0287
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed in owner's address.		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG-TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1003907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	



The Local Public Contracts Law, Public School Contracts Law, and the County College Contracts Law, generally require contracting units under those laws to implement and comply with the provisions of P.L. 2022, c.3 applicable to State agencies. See N.J.S.A. 40A:11-2.2; 18A:18A-49.5; 18A:64A-25.44.

Thus, when a contract for goods or services is **awarded, renewed, amended, or extended**, a contracting unit shall now:

1) require a vendor or contractor to certify, using the form – **"CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS"**, that the vendor or contractor is not identified on the OFAC list due to activity related to Russia and/or Belarus, and

2) type the vendor's or contractor's name and address into the OFAC list search to determine whether they appear on the list due to activity related to Russia and/or Belarus. When searching the OFAC list, the vendor or contractor is considered to be engaging in activity related to Russia and/or Belarus if the term Russia or Belarus comes up next to their name under the "Program(s)" column.

If a vendor or contractor discloses their presence on the OFAC list but claims to have a license or other exemption enabling their doing business in Russia and/or Belarus, the vendor or contractor should be required to provide proof of such exemption. Contracting units are advised to consult with their legal counsel concerning the extent of their obligation to verify a claimed exemption. Part of the analysis may involve whether the proposed contract is the same, or similar to, the exemption such that the contracting unit could enter into a contract with the vendor or contractor. If a vendor or contractor has a broad line of business, please note that the license or exemption may only apply to a portion of their line of business.

P.L. 2022, c. 3 will expire upon the revocation of federal sanctions contained in Executive Order 14024.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A. 40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)



Signature of Vendor's Authorized Representative

Arun Gupta, President

Print Name and Title of Vendor's Authorized Representative

Envirocon, LLC

Vendor's Name

83 Canada Goose

Vendor's Address (Street Address)

Hackettstown, NJ 07840

Vendor's Address (City/State/Zip Code)

12/11/25

Date

223521206

Vendor's FEIN

908-813-1600

Vendor's Phone Number

Vendor's Fax Number

office@enviroconusa.com

Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1/22/2024

Disclosure of Investment Activities in Iran

Person or Entity Envirocon, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that Township of Franklin County of Somerset is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Franklin County of Somerset to notify the Township of Franklin County of Somerset in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Franklin County of Somerset and that the Township of Franklin County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Arun Gupta	Title	President
Signature		Date	12/11/25

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Acknowledged for: Envirocon, LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: Arun Gupta
(Print or Type)

Title: President

Date: 12/11/25

FORM NOT REQUIRED IF NO ADDENDA ISSUED

(IF NONE SO STATE)

None

USE ADDITIONAL SHEET IF NECESSARY

REFERENCES FORM

(Provide three, for similar maintenance services over the past 5 years):

Reference # 1

Name of Client	SEE ATTACHED
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

Reference # 2

Name of Client	SEE ATTACHED
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

Reference # 3

Name of Client	SEE ATTACHED
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

FORM AA-202

REVISED 11/11

State Of New Jersey
 Department of Labor & Workforce Development
 Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa2021ns.pdf

1. Name and address of Prime Contractor		2. Contractor ID Number	3. FID or SS Number	
4. Reporting Period		5. Public Agency Awarding Contract		
6. Name and Location of Project		County	7. Project ID Number	

(CITY)		(STATE)		(ZIP CODE)																
9. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	1. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASS- IFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS		14. % OF WORKERS		15. COVA WORKERS		16. COVA % OF WH			
				A.	B.	C.	D.	E.	F.	NO. OF MEN EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			% OF MEN WH	% OF FEMALE WH	% OF MEN WH	% OF FEMALE WH		% OF MEN WH	% OF FEMALE WH	% OF MEN WH	% OF FEMALE WH
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17. COMPLETED BY (PRINT OR TYPE)

 (NAME) (SIGNATURE) (TITLE)

 (AREA CODE) (PHONE NUMBER) (EXT) (DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Assignment

Code

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		6. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:					
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				COUNTY		8. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☐	
		MALE FEMALE		MALE FEMALE				PROJECTED PHASE-IN DATE	
		J AP J AP		J AP J AP				PROJECTED COMPLETION DATE	
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER									
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

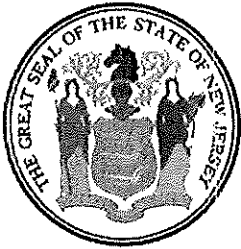
(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ 19,241,769.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

Affix
corporate
seal
here

By Envirocon LLC

Name of Firm

[Signature]
Signature

President

Title

83 Canada Goose, Hackettstown, NJ 07840

Business Address

Sworn to and
subscribed before me

This 11th day of December 2025

20

Notary Public

[Signature]
CAROLYN VIDEA
Notary Public, State of New Jersey
Comm. # 50231295
My Commission Expires 3/11/2030

908-813-1600

Phone



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

ENVIROCON, L.L.C.

Trade Name:

Address:

83 CANADA GOOSE DRIVE
HACKETTSTOWN, NJ 07840

Certificate Number:

0097978

Effective Date:

July 16, 1997

Date of Issuance:

August 30, 2023

For Office Use Only:

20230830160431839

Certificate Number
601599

Registration Date: 04/09/2025
Expiration Date: 04/08/2027



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Arun Gupta, President

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

2025
Environcon LLC

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

Shashank Gupta <shashank@enviroconusa.com>

Notice of Classification

1 message

CClass@treas.state.nj.us <CClass@treas.state.nj.us>
 To: shashank@enviroconusa.com

Fri, Oct 18, 2024 at 8:29 AM

ENVIROCON, LLC
 83 CANADA GOOSE DRIVE
 HACKETTSTOWN, NJ 07840

State of New Jersey

DEPARTMENT OF THE TREASURY
 DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
 33 WEST STATE STREET - P.O. BOX 034
 TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$50,000,000	C032 -HVACR license #: 19HC00076900	10/16/2024	07/30/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for
Envirocon, LLC83 Canada Goose Drive
Hackettstown, NJ 07840In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the
NJSDA for Prequalification:

Effective Date: October 22, 2024

Expiration Date: July 30, 2026

Aggregate Limit: \$50 Million

☐ Construction Manager as Constructor	☐ Sprinkler Systems	☐ Pile Driving
☐ Design Build	☐ Sheet Metal (Mechanical)	☐ Prefabrication Buildings
☐ General Construction	☐ Electrical	☐ Prefabrication Music/Sound Clean Rooms
☐ General Construction/Alterations & Additions	☐ Communications Systems	☐ Relocatable Buildings
☐ Partitions/Ceilings	☐ Fire Alarm/Signal Systems	☐ Asbestos Removal/Treatment
☐ Doors & Hardware	☐ Security/Intrusion Alarms	☐ Asbestos Removal/Mechanical
☐ Windows	☐ Audio Visual Systems	☐ Waste Removal Toxic/Hazardous
☐ Siding & Gutters	☐ Site Work	☐ Radon Mitigation
☐ Carpeting	☐ Sewage & Water Treatment Plants	☐ Lead Paint Abatement
☐ Flooring/Tile	☐ Sewer Piping & Storm Drains	☐ Detention Equipment Systems
☐ Millwork	☐ Landscape Construction	☐ Energy Management Systems
☐ Insulation	☐ Underground Water & Utilities	☐ Elevators
☐ Acoustical	☐ Road Construction & Paving	☐ Museum Exhibits
☐ Concrete/Foundation Footings/ Masonry Work	☐ Athletic Fields/Tracks/Courts	☐ Test Boring
☐ Gunite	☐ Athletic Fields/Synthetic Turf	☐ Well Drilling
☐ Demolition	☐ Pumping Stations	☐ Microbial Remediation
☐ Fencing	☐ Landscape Irrigation	☐ Food Service Equipment
☐ Historical Light Fixture Restoration	☐ Roofing-Membrane EPDM	☐ School Furnishings
☐ Historical Restoration	☐ Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
☐ Pre-Cast Concrete	☐ Roofing-Membrane Modified Bitumen	☐ Seating/Bleachers
☐ Curtain Walls	☐ Roofing-Urethane	☐ Swimming Pools
☐ Architectural Cast Iron	☐ Roofing-Built Up	☐ Dust Collectors
☐ Welding	☐ Roofing-Metal	☐ Signage & Graphics
☐ Structural Steel & Ornamental Iron	☐ Roofing-Tile/Slate/Shingles	☐ Septic Systems
☐ Plumbing	☐ Caulking & Waterproofing	☐ Stage Equipment
☐ Oil & Gas Burners	☐ Scaffolding	☐ Underground Storage Tanks/Closure & Installation
☐ HVACR	☐ Roofing-Historical Sites	☐ Underground Storage Tanks/Installation
☐ Boilers (New Repair)	☐ Roofing-TPO	☐ Underground Storage Tanks/Closure
☐ Service Station	☐ Painting-General	☐ UST/Tank Testing
☐ Solar Energy Systems	☐ Painting-Tanks/Steel Structures/ Elevated Structures	☐ Underground Storage Tanks/ Corrosion Protection Systems Analysis
☐ Energy Services (ESCO)	☐ Painting-Historical Sites	☐ Above Ground Storage Tanks
☐ Geothermal Loop Systems	☐ Sandblasting	☐ Site Remediation
☐ Fireproof Applications	☐ Divers	☐ Inside Plant Cable
☐ Insulation (Mechanical)	☐ Barges	☐ Outside Plant Cable
☐ Fire Suppression Systems	☐ Bulkhead & Docks	☐ Fiber Installation & Splicing
☐ Control Systems	☐ Jetty & Breakwater	
☐ Parking & Control Systems	☐ Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION,
DEBARMENT, AND/OR DISQUALIFICATION.Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

NJSDA Risk Management - Prequalification Unit - 609-858-5356

**DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
RATE 6.625% EFFECTIVE JANUARY 1, 2008**

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.07 ..	None	\$5.82 to \$5.96 ..	\$0.39
0.08 to 0.22	\$0.01	5.97 to 6.11 ..	.40
0.23 to 0.37 ..	.02	6.12 to 6.26 ..	.41
0.38 to 0.52 ..	.03	6.27 to 6.41 ..	.42
0.53 to 0.67 ..	.04	6.42 to 6.56 ..	.43
0.68 to 0.83 ..	.05	6.57 to 6.71 ..	.44
0.84 to 0.98 ..	.06	6.72 to 6.86 ..	.45
0.99 to 1.13 ..	.07	6.87 to 7.01 ..	.46
1.14 to 1.28 ..	.08	7.02 to 7.16 ..	.47
1.29 to 1.43 ..	.09	7.17 to 7.32 ..	.48
1.44 to 1.58 ..	.10	7.33 to 7.47 ..	.49
1.59 to 1.73 ..	.11	7.48 to 7.62 ..	.50
1.74 to 1.88 ..	.12	7.63 to 7.77 ..	.51
1.89 to 2.03 ..	.13	7.78 to 7.92 ..	.52
2.04 to 2.18 ..	.14	7.93 to 8.07 ..	.53
2.19 to 2.33 ..	.15	8.08 to 8.22 ..	.54
2.34 to 2.49 ..	.16	8.23 to 8.37 ..	.55
2.50 to 2.64 ..	.17	8.38 to 8.52 ..	.56
2.65 to 2.79 ..	.18	8.53 to 8.67 ..	.57
2.80 to 2.94 ..	.19	8.68 to 8.83 ..	.58
2.95 to 3.09 ..	.20	8.84 to 8.98 ..	.59
3.10 to 3.24 ..	.21	8.99 to 9.13 ..	.60
3.25 to 3.39 ..	.22	9.14 to 9.28 ..	.61
3.40 to 3.54 ..	.23	9.29 to 9.43 ..	.62
3.55 to 3.69 ..	.24	9.44 to 9.58 ..	.63
3.70 to 3.84 ..	.25	9.59 to 9.73 ..	.64
3.85 to 3.99 ..	.26	9.74 to 9.88 ..	.65
4.00 to 4.15 ..	.27	9.89 to 10.00 ..	.66*
4.16 to 4.30 ..	.28	Over \$10	.66*
4.31 to 4.45 ..	.29	Over \$20	1.33*
4.46 to 4.60 ..	.30	Over \$30	1.99*
4.61 to 4.75 ..	.31	Over \$40	2.65*
4.76 to 4.90 ..	.32	Over \$50	3.31*
4.91 to 5.05 ..	.33	Over \$60	3.98*
5.06 to 5.20 ..	.34	Over \$70	4.64*
5.21 to 5.35 ..	.35	Over \$80	5.30*
5.36 to 5.50 ..	.36	Over \$90	5.96*
5.51 to 5.66 ..	.37	Over \$100	6.63*
5.67 to 5.81 ..	.38	Over \$200	13.25*

* On amounts above \$10.00, the tax shall be \$0.06625 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (1-18)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

The Resale and Exempt Use Certificates can be found at: <http://www.nj.gov/treasury/taxation/pmtsale.shtml>
You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.

If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205. This form can be obtained by downloading it at:

http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf or by calling (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY Certificate of Authority

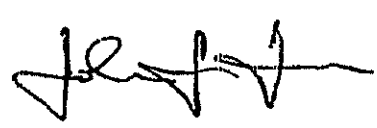
DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.


Acting Director, Division of Taxation

ENVIROCON, L.L.C.

83 CANADA GOOSE DRIVE
HACKETTSTOWN NJ 07840

Tax Registration No.: XXX-XXX-206/000

Tax Effective Date: 08-01-04

Document Locator No.: B0000693257

Date Issued: 07-21-22

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 26460

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAY 2020 to 15 MAY 2027

ENVIROCON, LLC
490 SCHOOLEY'S MOUNTAIN RD., STE #8
HACKETTSTOWN NJ 07040



A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

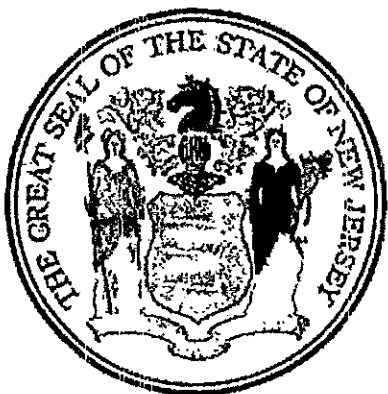
under the

Minority and Women Business Certification Program

This certificate acknowledges ENVIROCON, L.L.C. DBA:Envirocon, LLC as a Certified Minority Business Enterprise (MBE) that has met the criteria established by N.J.A.C. 17:46.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 7/20/2024

Certification Number: A0493-63

*Expiration: 7/20/2029

*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

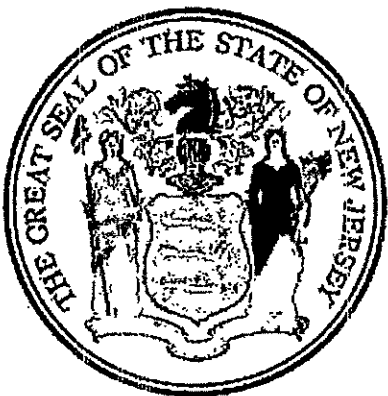
under the

Small Business Set-Aside Act

This certificate acknowledges ENVIROCON, L.L.C. DBA:Envirocon, LLC as a Category 2 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business must submit **annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 5/22/2023

Certification Number: A0362-12

*Expiration: 5/22/2028

*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of HVACR Contractors

HAS LICENSED

Luke Vega
48 Clum Avenue
Fords NJ 08863

FOR PRACTICE IN NEW JERSEY AS A(N): Master HVACR Contractor

05/09/2024 TO 06/30/2026
VALID

19HC00076900
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 State Board of Examiners of Heating, Ventilating,
 Air Conditioning and Refrigeration (HVACR) Contractors
 124 Halsey Street, 6th Floor, P.O. Box 47031
 Newark, New Jersey 07101
 (973) 504-6420

Registration of Bona Fide Representative

Select category: ☒ Initial submission ☐ Change to business

License number: 19HC00076900

Licensed Master HVACR Contractor

Name: Vega Luke A
Last name First name Middle name

Address of record: 48 Clum Ave Fords NJ 08863
(Available to the public) Street address City State ZIP code

Home Address: 48 Clum Ave Fords NJ 08863
Street address City State ZIP code

Home telephone number: 908-510-3526 Cellular number: 908-510-3526
(include area code) (include area code)

Email address: lukevega8103@gmail.com

Mailing Address: 48 Clum Ave Fords NJ 08863
Street address City State ZIP code

HVACR Business

Business Name: Envirocon LLC

New Jersey Business Address: 490 Schooleys Mountain Rd, Hackettstown NJ, 07095
Street address City State ZIP code

If you do not have a New Jersey address, please identify the New Jersey agent for service of process pursuant to N.J.A.C. 13:32A-5.3(a)6.

Business telephone number: 908-813-1600 Fax number: 908-813-0460
(include area code) (include area code)

In order to register as a bona fide representative, you must be a licensed Master HVACR Contractor who Select category):

- ☐ In the case of a sole proprietorship, is the owner of the business;
- ☐ In the case of a partnership, is a partner in the business;
- ☒ In the case of a limited liability company, is a manager; or
- ☐ In the case of a corporation, is an executive officer.

Name the Officers(s) of Record for Corporation (if applicable):

L.A.C. 13:32A-5.2 (a)2 Bona Fide Representative; Reporting Responsibilities requires proof that the HVACR business has consented that the bona fide representative will act as the agent for service of process within this State.

Signature of licensee

L.A.C. 13:32A-5.2 (a)3 Bona Fide Representative; Reporting Responsibilities requires proof of the acceptance liability by the HVACR business for any monetary penalty, monies to be paid for restoration to consumers of fees for services or for delays suffered by consumers and costs assessed against the bona fide representative, while acting within the scope of his or her employment on behalf of the HVACR business.

Signature of licensee

AFFIDAVIT

This affidavit is to be executed by the licensee before a notary public:

State of: New Jersey
 County of: Middlesex } ss.

I, Luke Vega
 (Licensed Master HVACR Contractor)

in submitting this registration to the State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors under the provisions of Title 45 of the General Statutes of New Jersey and the Rules of the State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors, do swear or affirm that I am the licensee, and that all of the information provided in connection with this registration is true to the best of my knowledge and belief. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny registration.

I further swear or affirm that I have read N.J.S.A. 45:16A-1 et seq. together with the Rules and Regulations of the State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors, N.J.A.C. 13:32A, and fully understand that in registering as a bona fide representative, I bind myself to be governed by them.

I further authorize all institutions, employers, agencies and all governmental agencies, including federal, state or local government, to release any information as requested by the Board. I may be required at any time to provide tax documentation upon Board request.

[Signature]
 Signature of licensee

Sworn and subscribed to before me this 26
 day of July 20 22
month year

Kelly A. Beirne
 Name of Notary Public (please print)

Kelly A. Bi
 Signature of Notary Public

Kelly A. Beirne
 NOTARY PUBLIC OF NEW JERS:
 Commission # 50002718
 My Commission Expires 09/04/2024

ENVIROCON, LLC

TOOLS/MATERIAL LIST (Partial List)

Stocked service vans & trucks	Sawhorse	Cutter, General	SDS Drill Bit, 1in	Hammer Bit, 1in	Wrench, Straight Pipe
Refrigerant Gases	DHSP Shovel	Pipe Threading Head	Hammer, Wood Claw	SDS Drill Bit, 1in	Cold Chisel
Nitrogen Gas	LHSP Shovel	Jobber Drill Bit #8	Hammer, Hand Drill	Band Saw Kit	Bull Point
Soldering Equipment	Ladder Rack	Measuring Tape	Gage Magnetelic	Blade, 44 7/8in	Hammer Drill Bit
Power Wiring	Truckbox	Jobber Drill Set	Gage, Portable Kit	Sander/Grinder, 4.5in	Truck, Welding
Control Wiring	Shear 14 Gauge	Drill, Hammer, 7/8in	Tool Box, 13in	Wrench, Straight Pipe	Cylinder
Pallet Jack	Center blade 16/14	Fold Up Hex Key Set	Sander/Grinder, 4.5in	Dolly, Hardwood, 900lb	Blade, 44 7/8in
Floor Protection Material	Side Knife left	Combo Wrench Set	Bar, Gooseneck	Hammer Bit, 1/2in	Blade, Recip Saw
Furniture Protection Materials	Side Knife right	Wrench Adjustable	Sledge, Double Face	Jobber Drill Bit, 1/2	Pipe Thread Die, 1 1/2
Condensate Pumps	Side Knife right	Plier Set	Recetacle Base, 55G	Hammer Drill	Holst, Chain 1 Ton
Metal and PVC Piping	Key Board Display	SDS Drill Bit, 3/4in	Blade, Recip Saw	Drill, 1/2in Chuck	Acetylene Cutting Tip
Sheet Metal & related supplies	Threading Head	Snip Aviation Straight	Plier, Linemans	Saw, Reciprocating	Blade, Recip Saw
REP 164524	Cutter, Pipe	Screwdriver Set	Drill, Hammer, 7/8in	Band Saw, 2 speed	Wheelbarrow
Cutter, Pipe	Isolator, Vibration	Saw, Circular	Pipe Adjustable Stand	Blade, 44 7/8in	Masonite
Cricket, Summer	Shear, Electric	Wrench, Straight Pipe	Drill, 1/2in Chuck	SDS Drill Bit	Genie scissor lift
Wrench	Knife, Locking	Tool Box	Sander/grinder, 4.5in	Drill/Driver Cordless	portable scaffolding
Wrench Adj	Drill, Hammer, 1/2in /	Ladder, FG, 6ft	Blade, Recip Saw	Jobber Drill Bit 1/2	
12 in Pter	Saw; Reciprocating	Ladder, FG, 8ft	SDS Drill Bit, 3/8	Wrench, Straight Pipe	
4lb Bksmith	Puller, Ratchet, 1 Ton	Shackle	Hammer Bit	Wrench, Straight Pipe	
Shovel IHRP	Blade, 44 7/8in	Step Drill Bit, 9 holes	Cutter, Handsaver	Saw, Reciprocating	
DHSP Shovel	Machine, Cutoff, 12in	Blade, Recip Saw	Utility Knives	Portable Band Saw Kit	
5pc Screwdriver	SDS Drill Bit, 3/8	Wrench, Combo, 15/16	Socket Set	Blade, 44 7/8in	
Grease Gun	Anchor, Drop In,	Blade, 44 7/8in, PK3	Screwdriver Set	Sander/Grinder, 4.5in	
SKT Wrench	Torch, Self Igniting	Wrench, Straight Pipe	Screwdriver Set	Drill, 1/2in	
3/8" Drill MDS	Torque Wrench, 1/2in	Wheel, 4.5x 0.045x7/8in	Plier Set	Drill, 1/2in Chuck	
16 oz. Claw	Caulk Gun	Socket Set, 26 Pieces	Combo Wrench Set	Pipe Tristand Vise	
20 in HD Saw	Truck, Hand, 700lb	Chop Saw Wheel	Wrench Adjustable	Pipe Adjustable Stand	
48 in Level	Pipe Tristand Vise	Ladder, FG, 8ft	Wrench Adjustable	Wrench, Straight Pipe	
Hammer, 48 MDS	Torch Kit, Swirl Flame	SDS Drill Bit, 3/4in	Pipe Adjustable Stand	Blade, Circular	

Envirocon LLC - References for Construction, Service, & Maintenance

Project Name: Linden School 8 UV Replacement
Address: 500 West Blancke Street Linden, NJ 07036
Contact: David J. Didimamof (Architect)
Telephone: 862-702-2954
Date of Completion: 6/16/25
Approx Cost: 1,410,047
Job Description: Demo existing, Install new UVs & EFs

Project Name: North Plainfield Borough Hall - HVAC rooftop unit
Address: 263 Somerset Street North Plainfield, NJ 07060
Contact: David Testa
Telephone: (908) 769 2917
Date of Completion: 6/13/25
Approx Cost: 89,800
Job Description: HVAC Upgrades

Project Name: Big Apple Academy
Address: 162 Summerhill Road East Brunswick, New Jersey
Contact: Oswaldo Ocho
Telephone: (908) 370-4944
Date of Completion: 6/12/25
Approx Cost: 12,750
Job Description:

Project Name: Rutland Center RTU Replacement
Address: 167 19th Avenue Paterson, NJ 07513
Contact: Tracyann Williams (Senior Manager of Capital Projects and Energy)
Telephone: 973-980-5806
Date of Completion: 6/13/25
Approx Cost: 147,700
Job Description: Demo existing RTUs, install new RTU

Project Name: Panther Academy VRF/Minisplit
Address: 201 Memorial Drive Paterson, NJ 07505
Contact: Tracyann Williams (Senior Manager of Capital Projects and Energy)
Telephone: 973-980-5806
Date of Completion: 2/24/25
Approx Cost: 259,500
Job Description: Demo existing and Install new VRF and Minisplit System

Project Name: Rutland Center RTU Replacement
Address: 167 19th Ave Paterson, NJ 07513
Contact: Tracyann Williams (Senior Manager of Capital Projects and Energy)
Telephone: 973-980-5806
Date of Completion: 12/2/24
Approx Cost: 147,700
Job Description: Demo existing RTUs, install new RTU

Project Name: Linden School 8 UV Replacement
Address: 500 West Blancke Street Linden, NJ 07036
Contact: David J. Didimamof (Architect)
Telephone: 862-702-2954
Date of Completion: 9/30/24
Approx Cost: 1,410,047.00
Job Description:

Project Name: Plainfield PD Boiler Replacement
Address: 200 East 4th Street Plainfield, NJ 07060
Contact: Drew M. Di Sessa (Architect)
Telephone: (973) 265-9759
Date of Completion: 8/31/24
Approx Cost: 315,295.00
Job Description: Demo existing, furnish and install new boiler

Project Name: Tinc Road RTU
Address: 24 Tinc Road Mount Olive, NJ 07836
Contact: Anthony Gianforcaro (Architect/Engineer)
Telephone: 908-879-6001
Date of Completion: 8/16/25
Approx Cost: 287,722.00
Job Description: Demo existing and install new RTUs

Project Name: Fort Lee – High School
Address: 3000 Lemoine Avenue Fort Lee, NJ 07024
Contact: Ernie Szabo (Owner)
Telephone: 551-204-0437
Date of Completion: 07/30/24
Approx Cost: 2,632,654.73
Job Description: Install AC in Gyms, Locker Rooms, and Offices. Furnish/install ERUs, RTUs, split systems, ductwork, piping. Paint all exposed ductwork, provide new fencing with soundproofing, demo and replace 6000 sq ft acoustical ceiling, tree removal, and build new concrete pads for equipment.

Project Name: Fort Lee – Middle School

Address: 467 Stillwell Ave Fort Lee, NJ 07024

Contact: Ernie Szabo (Owner)

Telephone: 551-204-0437

Date of Completion: 02/09/24

Approx Cost: 644,000

Job Description: Install AC in Gym including furnish/install RTUs, ductwork, piping. Paint all exposed ductworks.

Project Name: Mt Olive HS Boiler Replacement

Address: 18 Corey Road Mount Olive, NJ 07836

Contact: Glenn Miller (Owner)

Telephone: 973-725-1170

Date of Completion: 01/01/24

Approx Cost: 292,955

Job Description: Demo existing, furnish and install new boilers including building new concrete pad

Project Name: Hanover Park HVAC

Address: 165 Whippany Road, Whippany, NJ 07981

Contact: Michael R. Bieri (Architect)

Telephone: 201-644-0502

Date of Completion: 12/01/23

Approx Cost: 84,135

Job Description: Demo existing RTU, install new RTU

Project Name: Mendham Borough – Hilltop School

Address: 100 Dean Road

Contact: Anthony Gianforaro

Telephone: 908-879-6001

Date of Completion: 11/21/23

Approx Cost: 323,238

Job Description: Demo existing, furnish and install new Vertical Uvs in various classrooms throughout facility.

Project Name: Ringwood

Address: 130 Valley Road Ringwood, NJ 07456

Contact: Steve Evans (Owner)

Telephone: 862-377-5089

Date of Completion: 11/02/23

Approx Cost: 671,500

Job Description: Install AC in Gym including furnish/install RTU, ductwork, piping. Repair masonry and paint gym ceilings, masonry walls, and all exposed ductworks.

Project Name: Montclair Ice Maker Replacement
Address: 1 Normal Avenue, Montclair, NJ 07043
Contact: Henry Ornovitz (Owner)
Telephone: 201-704-4586
Date of Completion: 8/31/23
Approx Cost: 209,800
Job Description: Furnish/Install Ice Makers with remote condensers throughout campus.

Project Name: Mendham Borough – Mt View School
Address: 100 Dean Road
Contact: Anthony Gianforaro
Telephone: 908-879-6001
Date of Completion: 8/27/23
Approx Cost: 336,800
Job Description: Demo existing, furnish and install new Uvs in various classrooms throughout facility.

Project Name: Bridge Inc.
Address: 860 Bloomfield Avenue, West Caldwell, NJ 07006
Contact: Janice Alderman (Owner)
Telephone: 908-963-5357
Date of Completion: 8/14/23
Approx Cost: 60,000
Job Description: Sheet metal alterations and air balancing throughout building

Project Name: Somerville - VUV Equipment
Address: 51 Union Avenue, Somerville, NJ 08876
Contact: Bryan Boyce (Owner)
Telephone: 908-243-1572
Date of Completion: 7/28/23
Approx Cost: 156,000
Job Description: Furnish new Vertical UVs – No labor.

Project Name: Main Avenue LLC
Address: 659 Main Avenue, Passaic, NJ 07055
Contact: Benjamin Feldman, Director
Telephone: 845-222-6094
Date of Completion: Ongoing
Approx Cost: Approx 40,000.00/yr
Job Description: Service and Maintenance of Food Service/Refrigeration/Freezers/Compressors

Project Name: Yeshiva Klana of Passaic
Address: 1 Main Avenue, Passaic, NJ 07055
Contact: Ezreil Munk, Director
Telephone: 973-557-8980
Date of Completion: Ongoing
Approx Cost: Approx 50,000.00/yr
Job Description: Service and Maintenance of HVAC Units

Project Name: West Orange Board of Education
Address: 179 Eagle Rock Avenue
Contact: Michael Cimmino, Director of Buildings and Grounds
Telephone: 973-669-5400
Date of Completion: April 2023
Approx Cost: \$1,799,937.00
Job Description: Installation of Split and Packaged AC Units

Project Name: Southeast Morris County Municipal Utilities Authority (SMCMUA)
Address: 19 Saddle Road
Contact: Jose Suarez, Operations Assistant & Supervisor
Telephone: 973-326-6880
Date of Completion: Ongoing
Approx Cost: \$58,000.00
Job Description: Service and Maintenance of HVAC Units

Project Name: Jersey City Public Schools
Address: 346 Claremont Avenue, Jersey City, NJ 07305
Contact: Jennifer Zeligson
Telephone: 973-342-9579
Date of Completion: Ongoing
Approx Cost: \$80,000.00
Job Description: Service of Food Service, Refrigeration and Freezer Equipment

Project Name: Passaic Board of Education
Address: 101 Passaic Avenue, Passaic, NJ 07055
Contact: Chris Sarullo, Coordinator of Food Services
Telephone: 201-344-5395
Date of Completion: Ongoing
Approx Cost: \$100,000.00
Job Description: Service of Food Service, Refrigeration and Freezer Equipment

Project Name: Newark Public Schools
Address: 190 Muhammad Ali Avenue, Newark, NJ 07108
Contact: Ray Miller, HVAC Supervisor
Telephone: 973-733-6549
Date of Completion: Ongoing
Approx Cost: \$5,000,000.00
Job Description: Service and Installation of HVAC Units Districtwide

Project Name: Passaic Board of Education
Address: 663 Main Avenue, Passaic, NJ 07055
Contact: Menacham Bazian, Director of Operations
Telephone: 973-470-5249
Date of Completion: Dec 2021
Approx Cost: \$1,091,074.00
Job Description: Installation of Classroom Unit Ventilators

Project Name: Ridgewood Water Supply
Address: 111 N Maple Ave, Ridgewood, NJ 07450
Contact: Jill Fasano, Senior Engineer
Telephone: 201-670-5500 x282
Date of Completion: Dec 2020
Approx Cost: \$1,795,617.00
Job Description: Installation of Generators for various Pumping Stations



ENVILL.C-01

JLAWRENCI

DATE (MM/DD/YYYY)

11/10/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Phoenix Insurance Group, Inc.
205 Main Street
Chester, NJ 07930

CONTACT NAME: Debbie Seretis

PHONE (A/C, No, Ext): (908) 879-1421

FAX (A/C, No):

E-MAIL ADDRESS: dseretis@phxins.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Jersey Manufacturers Group - NJM

12122

INSURED

Envirocon LLC & Envirocon Inc.
83 Canada Goose Dr.
Hackettstown, NJ 07840

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			1107874935	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1107874349	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			1107875791	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	103914-9-24	11/15/2025	11/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			1107874935	11/15/2025	11/15/2026	Deductible \$1,000
A	Leased/Rented			1107874935	11/15/2025	11/15/2026	Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Envirocon LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

03 Canada Goose

6 City, state, and ZIP code

Hackettstown, NJ 07840

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	2	-	3	5	2	1	2	0	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]* Date **2/8/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



RESOLUTION - AWARD BID - CENTRAL STATION MONITORING, MAINTENANCE, REPAIR (AS NEEDED), UPGRADE, AND TESTING SECURITY SYSTEMS, SPRINKLER ANNUAL & KITCHEN SUPPRESSION SEMI ANNUAL INSPECTIONS, FIRE EXTINGUISHER MAINTENANCE, INSPECTION, TESTING AND SERVICING FRANKLIN TOWNSHIP MUNICIPAL BUILDINGS (MC-0023-26) - FYR-FYTER SALES & SERVICE INC. – JANUARY 1, 2026 – DECEMBER 3, 2026 - AMOUNT NOT TO EXCEED \$125,000 PER YEAR (INCLUDES CELLULAR, UNFORESEEN & EMERGENT CIRCUMSTANCES)

WHEREAS, a notice to bidders for the receipt of bids for Central Station Monitoring, Maintenance, Repair (As Needed), Upgrade, & Testing Security Systems, Sprinkler Annual & Kitchen Suppression Semi Annual Inspections, Fire Extinguisher Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings (MC-0023-26) was published in the *Courier News* and posted on the Township's website on November 6, 2025 for receipt of bids on December 16, 2025; and

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2026 Municipal Budget, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, Somerset County, New Jersey that the following bid for Central Station Monitoring, Maintenance, Repair (As Needed), Upgrade, & Testing Security Systems, Sprinkler Annual & Kitchen Suppression Semi Annual Inspections, Fire Extinguisher Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings (MC-0023-26) is awarded to:

VENDOR: Fyr-Fyter Sales & Service, Inc.
ADDRESS: 262 Pennington Lawrenceville Road, Pennington, NJ 08534
SERVICE: Central Station Monitoring, Maintenance, Repair (As Needed), Upgrade, & Testing Security Systems, Sprinkler Annual & Kitchen Suppression Semi Annual Inspections, Fire Extinguisher Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings (MC-0023-26)
AMOUNT: Not to Exceed \$125,000.00 Per Year(Includes Unforeseen & Emergent Circumstances)
TERM: January 1, 2026 to December 31, 2026

and that the Mayor and the Township Clerk be and the same are hereby authorized to enter into a contract with the above listed vendor.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6-01-26-00-0310-024
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

PROPOSAL COST FORM/SIGNATURE PAGE

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

Central Station Monitoring, Maintenance, Repair (As Needed) and Testing Security Systems,
 Sprinkler Annual and Kitchen Suppression Semi Annual Inspections, Fire Extinguisher
 Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings –
 Contract #: MC-0023-26

TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following amount:

The term of this contract is two years.

A. CENTRAL STATION MONITORING, MAINTENANCE, REPAIRS AND TESTING SECURITY SYSTEMS FOR FACILITIES LISTED BELOW (CELLULAR LINE ON EXISTING PANEL)	AMOUNT PER FACILITY Year 1 (billed monthly)	AMOUNT PER FACILITY Year 2 (billed monthly)	Total Year 1 & Year 2 (billed monthly) + Adding
			Cellular Connectivity
Water garage, 12 Berry St, Somerset	\$ 78.91	\$ 88.91	\$ 167.81
Public Works, 40 Churchill Ave, Somerset	\$ 104.45	\$ 114.45	\$ 218.90
Multi Use Building 935 Hamilton St, Somerset	\$ 174.95	\$ 184.95	\$ 359.90
Municipal Building, 475 DeMott Lane, Somerset	\$ 155.30	\$ 165.30	\$ 320.60
Community/Senior Center 505 DeMott Lane, Somerset	\$ 156.35	\$ 166.35	\$ 322.70
Animal Shelter, 475 DeMott Lane, Somerset	\$ 104.53	\$ 114.98	\$ 219.51
Environmental Center, 255-287 Bunker Hill Rd, Princeton	\$ 89.95	\$ 99.95	\$ 189.90
Public Safety Building, 495 DeMott Lane	\$ 86.20	\$ 96.20	\$ 182.40
Route 518 Pump Station, 3905 Rt 27	\$ 85.87	\$ 95.87	\$ 181.74
Bunker Hill Pump Station, 3397 Rt 27 Somerset	\$ 88.79	\$ 98.79	\$ 187.58
Society Hill Pump Station, 200 Stewart Ave	\$ 88.79	\$ 98.79	\$ 187.58
Cortelyous Pump Station, 2 Cortelyous	\$ 88.20	\$ 98.20	\$ 186.40

Lane			
Landing Lane Pump Station, 491 Easton Ave	\$ 87.04	\$ 97.04	\$ 184.08
Berry St Pump Station, 12 Berry St, Water Pole Barn, 12 Berry St	\$ 75.78	\$ 85.78	\$ 161.56
Water Pole Barn, 12 Berry St	\$ 75.78	\$ 85.78	\$ 161.56
Youth Center, 429 Lewis St, Somerset	\$ 141.37	\$ 151.37	\$ 292.74
Middlebush School 1755 Amwell Rd	\$ 91.67	\$ 101.67	\$ 193.34
BOE Admin office, 1760 Amwell Rd	\$ 108.33	\$ 118.33	\$ 226.66

section A
all reflect
monthly charge

B. ANNUAL SPRINKLER INSPECTIONS		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Municipal Building, 475 DeMott Lane, Somerset	Wet system	\$ 375.00	\$ 395.00	\$ 770.00
Community/Senior Center 505 DeMott Lane, Somerset	Wet system	\$ 275.00	\$ 295.00	\$ 570.00
Community/Senior Center 505 DeMott Lane, Somerset	Dry System	\$ 375.00	\$ 395.00	\$ 770.00
Public Safety Building, 495 DeMott Lane	Wet System	\$ 275.00	\$ 295.00	\$ 570.00
Youth Center, 429 Lewis St, Somerset	Wet system	\$ 275.00	\$ 295.00	\$ 570.00
C. BIENNIAL SUPPRESSION INSPECTIONS (cost is for twice per year)		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Multi Use Building 935 Hamilton St, Somerset	Kitchen Hood Suppression	\$ 250.00	\$ 260.00	\$ 510.00
Community/Senior Center 505 DeMott Lane, Somerset	Kitchen Hood Suppression	\$ 250.00	\$ 260.00	\$ 510.00
Middlebush Park Concession Stand, 421 DeMott Lane	Kitchen Hood Suppression	\$ 250.00	\$ 260.00	\$ 510.00
Bandit Beast Horizontal Grinder	Halon System	\$ 250.00	\$ 260.00	\$ 510.00
D. FIRE EXTINGUISHER INSPECTION, ALL BUILDINGS	Est Quantity	Unit Price Yr 1	Unit Price Yr 2	AMOUNT = est qty x unit price yr 1 + est qty x unit price yr 2

1.25 LB Extinguishers	10	\$ 1.00	\$ 1.00	\$ 20.00
2.5 LB Extinguishers	10	\$ 1.00	\$ 1.00	\$ 20.00
3 LB Extinguishers	10	\$ 1.00	\$ 1.00	\$ 20.00
5 LB Extinguishers	10	\$ 7.00	\$ 8.00	\$ 150.00
10 LB Extinguishers	20	\$ 7.00	\$ 8.00	\$ 300.00
15 LB Extinguishers	15	\$ 7.00	\$ 8.00	\$ 225.00
20 LB Extinguishers	25	\$ 7.00	\$ 8.00	\$ 375.00
30 LB Extinguishers	10	\$ 1.00	\$ 1.00	\$ 20.00
50 LB Extinguishers	10	\$ 7.00	\$ 7.00	\$ 140.00

E. LABOR RATES FOR REPAIRS AND MAINTENANCE	Estimated Hours	Hourly Rate yr 1	Hourly rate yr 2	LABOR COST = estimated hours x hourly rate yr 1 + estimated hours x hourly rate yr 2
Monday to Friday 7:00 a.m. - 5:00 p.m.	50	\$ 195.00	\$ 210.00	\$ 20250.00
Monday to Friday 5:00 p.m. - 7:00 a.m.	20	\$ 292.50	\$ 315.00	\$ 12150.00
Saturday	2	\$ 292.50	\$ 315.00	\$ 1215.00
Sunday	2	\$ 390.00	\$ 420.00	\$ 1620.00
* Holiday	2	\$ 390.00	\$ 420.00	\$ 1620.00
F. DISCOUNT PERCENTAGE OFF MANUFACTURER LIST PRICE PARTS	Estimated LIST PRICE	% DISCOUNT	Final Cost = est list price - % discount	
Equipment/Parts	\$10,000.00	% 30	\$ 7000.00	
		GRAND TOTAL	\$ 54359.96	

* Grand Total (A+B+C+D+E+F) Amount Bid: \$ 54359.96

* Grand Total (A+B+C+D+E+F) Amount Bid (in words): Fifty four thousand three hundred fifty nine
dollars and ninety six cents

* Bid award will be based on the lowest responsible responsive bidder for the Grand Total Pricing

Fyr-Fyter

The undersigned is a (Corporation) under the laws of the State of New Jersey having its
 (Individual)
 Principal office at 262 Pennington Lawrenceville Rd Pennington, NJ 08534.
Fyr-Fyter Sales & Service Inc.
 Company 210 732 059
 Federal I.D. # or Last 4 digits Social Security #
262 Pennington Lawrenceville Rd Pennington, NJ 08534
 Address
[Signature]
 Signature of Authorized Agent Bruce J Chiarello
 Type or Print Name
VP
 Title of Authorized Agent 12/12/25
 Date
609 896 0600
 Telephone Number jason@fyrfyternet
 Email Address
609 737 1936
 Fax Number

Johnson Control

PROPOSAL COST FORM/SIGNATURE PAGE

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

Central Station Monitoring, Maintenance, Repair (As Needed) and Testing Security Systems,
 Sprinkler Annual and Kitchen Suppression Semi Annual Inspections, Fire Extinguisher
 Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings –
 Contract #: MC-0023-26

TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following amount:

The term of this contract is two years.

A. CENTRAL STATION MONITORING, MAINTENANCE, REPAIRS AND TESTING SECURITY SYSTEMS FOR FACILITIES LISTED BELOW (CELLULAR LINE ON EXISTING PANEL)	AMOUNT PER FACILITY Year 1 (billed monthly)	AMOUNT PER FACILITY Year 2 (billed monthly)	Total Year 1 & Year 2 (billed monthly) + Adding
			Cellular Connectivity
Water garage, 12 Berry St, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Public Works, 40 Churchill Ave, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Multi Use Building 935 Hamilton St, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Municipal Building, 475 DeMott Lane, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Community/Senior Center 505 DeMott Lane, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Animal Shelter, 475 DeMott Lane, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Environmental Center, 255-287 Bunker Hill Rd, Princeton	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Public Safety Building, 495 DeMott Lane	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Route 518 Pump Station, 3905 Rt 27	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Bunker Hill Pump Station, 3397 Rt 27 Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Society Hill Pump Station, 200 Stewart Ave	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820
Cortelyous Pump Station, 2 Cortelyous	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820

* THERE will
 be a 1x charge
 to program each
 building
 = \$ 6,984⁰⁰

Lane			
Landing Lane Pump Station, 491 Easton Ave	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰
Berry St Pump Station, 12 Berry St, Water Pole Barn, 12 Berry St	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰
Water Pole Barn, 12 Berry St	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰
Youth Center, 429 Lewis St, Somerset	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰
Middlebush School 1755 Amwell Rd	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰
BOE Admin office, 1760 Amwell Rd	\$ 910 ⁰⁰	\$ 910 ⁰⁰	\$ 1,820 ⁰⁰

B. ANNUAL SPRINKLER INSPECTIONS		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Municipal Building, 475 DeMott Lane, Somerset	Wet system	\$ 960 ⁰⁰	\$ 960 ⁰⁰	\$ 1,920 ⁰⁰
Community/Senior Center 505 DeMott Lane, Somerset	Wet system	\$ 320 ⁰⁰	\$ 320 ⁰⁰	\$ 640 ⁰⁰
Community/Senior Center 505 DeMott Lane, Somerset	Dry System	\$ 890 ⁰⁰	\$ 890 ⁰⁰	\$ 1,780 ⁰⁰
Public Safety Building, 495 DeMott Lane	Wet System	\$ 320 ⁰⁰	\$ 320 ⁰⁰	\$ 640 ⁰⁰
Youth Center, 429 Lewis St, Somerset	Wet system	\$ 320 ⁰⁰	\$ 320 ⁰⁰	\$ 640 ⁰⁰
C. BIENNIAL SUPPRESSION INSPECTIONS (cost is for twice per year)		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Multi Use Building 935 Hamilton St, Somerset	Kitchen Hood Suppression	\$ 880 ⁰⁰	\$ 880 ⁰⁰	\$ 1,760 ⁰⁰
Community/Senior Center 505 DeMott Lane, Somerset	Kitchen Hood Suppression	\$ 880 ⁰⁰	\$ 880 ⁰⁰	\$ 1,760 ⁰⁰
Middlebush Park Concession Stand, 421 DeMott Lane	Kitchen Hood Suppression	\$ 880 ⁰⁰	\$ 880 ⁰⁰	\$ 1,760 ⁰⁰
Bandit Beast Horizontal Grinder	Halon System	\$ 788 ⁰⁰	\$ 788 ⁰⁰	\$ 1,576 ⁰⁰
D. FIRE EXTINGUISHER INSPECTION, ALL BUILDINGS	Est Quantity	Unit Price Yr 1	Unit Price Yr 2	AMOUNT = est qty x unit price yr 1 + est qty x unit price yr 2

1.25 LB Extinguishers	10	\$ 600 ⁰⁰	\$ 600 ⁰⁰	\$ 1,200 ⁰⁰
2.5 LB Extinguishers	10	\$ 700 ⁰⁰	\$ 700 ⁰⁰	\$ 1,400 ⁰⁰
3 LB Extinguishers	10	\$ 700 ⁰⁰	\$ 700 ⁰⁰	\$ 1,400 ⁰⁰
5 LB Extinguishers	10	\$ 700 ⁰⁰	\$ 700 ⁰⁰	\$ 1,400 ⁰⁰
10 LB Extinguishers	20	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰	\$ 2,000 ⁰⁰
15 LB Extinguishers	15	\$ 1,100 ⁰⁰	\$ 1,100 ⁰⁰	\$ 2,200 ⁰⁰
20 LB Extinguishers	25	\$ 1,100 ⁰⁰	\$ 1,100 ⁰⁰	\$ 2,200 ⁰⁰
30 LB Extinguishers	10	\$ 1,300 ⁰⁰	\$ 1,300 ⁰⁰	\$ 2,600 ⁰⁰
50 LB Extinguishers	10	\$ 1,300 ⁰⁰	\$ 1,300 ⁰⁰	\$ 2,600 ⁰⁰

E. LABOR RATES FOR REPAIRS AND MAINTENANCE	Estimated Hours	Hourly Rate yr 1	Hourly rate yr 2	LABOR COST = estimated hours x hourly rate yr 1 + estimated hours x hourly rate yr 2
Monday to Friday 7:00 a.m. - 5:00 p.m.	50	\$ 194 ⁰⁰	\$ 194 ⁰⁰	\$ 19,400 ⁰⁰
Monday to Friday 5:00 p.m. - 7:00 a.m.	20	\$ 244 ⁰⁰	\$ 244 ⁰⁰	\$ 9,760 ⁰⁰
Saturday	2	\$ 244 ⁰⁰	\$ 244 ⁰⁰	\$ 976 ⁰⁰
Sunday	2	\$ 244 ⁰⁰	\$ 244 ⁰⁰	\$ 976 ⁰⁰
*Holiday	2	\$ 244 ⁰⁰	\$ 244 ⁰⁰	\$ 976 ⁰⁰
F. DISCOUNT PERCENTAGE OFF MANUFACTURER LIST PRICE PARTS	Estimated LIST PRICE	% DISCOUNT	Final Cost = est list price - % discount	
Equipment/Parts	\$10,000.00	% 0	\$ 10,000	
		GRAND TOTAL	\$	

* Grand Total (A+B+C+D+E+F) Amount Bid: \$ 104,508⁰⁰

* Grand Total (A+B+C+D+E+F) Amount Bid (in words): ONE Hundred Four thousand Five Hundred Eight dollars

* Bid award will be based on the lowest responsible responsive bidder for the Grand Total Pricing

* 1 x charge to program all buildings \$ 6,984⁰⁰

The undersigned is a (Corporation) under the laws of the State of NEW JERSEY having its
 Principal office at (Individual)

930 RIVERVIEW DRIVE, TOTOWA, NJ

Johnson Controls Fire Protection LP.
 Company

[REDACTED]
 Federal I.D. # or Last 4 digits Social Security #

930 RIVERVIEW DRIVE, SUITE 800, TOTOWA, NJ 07512
 Address

[Signature]
 Signature of Authorized Agent

Glenn Rodriguez
 Type or Print Name

Total Service Manager
 Title of Authorized Agent

12/16/25
 Date

(888) 746-7539
 Telephone Number

glenn.rodriguez1@jci.com
 Email Address

N/A
 Fax Number

1000N

PROPOSAL COST FORM/SIGNATURE PAGE

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

**Central Station Monitoring, Maintenance, Repair (As Needed) and Testing Security Systems,
Sprinkler Annual and Kitchen Suppression Semi Annual Inspections, Fire Extinguisher
Maintenance, Inspection, Testing and Servicing Franklin Township Municipal Buildings –
Contract #: MC-0023-26**

TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following amount:

The term of this contract is two years.

A. CENTRAL STATION MONITORING, MAINTENANCE, REPAIRS AND TESTING SECURITY SYSTEMS FOR FACILITIES LISTED BELOW (CELLULAR LINE ON EXISTING PANEL)	AMOUNT PER FACILITY Year 1 (billed monthly)	AMOUNT PER FACILITY Year 2 (billed monthly)	Total Year 1 & Year 2 (billed monthly) + Adding
			Cellular Connectivity
Water garage, 12 Berry St, Somerset	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Public Works, 40 Churchill Ave, Somerset	\$ 1,245.00	\$ 1,282.35	\$ 3,527.35
Multi Use Building 935 Hamilton St, Somerset	\$ 1,920.00	\$ 1,977.60	\$ 4,897.60
Municipal Building, 475 DeMott Lane, Somerset	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Community/Senior Center 505 DeMott Lane, Somerset	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Animal Shelter, 475 DeMott Lane, Somerset	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Environmental Center, 255-287 Bunker Hill Rd, Princeton	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Public Safety Building, 495 DeMott Lane	\$ 300.00	\$ 309.00	\$ 609.00
Route 518 Pump Station, 3905 Rt 27	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Bunker Hill Pump Station, 3397 Rt 27 Somerset	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Society Hill Pump Station, 200 Stewart Ave	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60
Cortelyous Pump Station, 2 Cortelyous	\$ 1,320.00	\$ 1,359.60	\$ 3,679.60

Lane			
Landing Lane Pump Station, 491 Easton Ave	\$ 1,320.00	\$ 1,359.60	\$ 2,679.60
Berry St Pump Station, 12 Berry St, Water Pole Barn, 12 Berry St	\$ 1,320.00	\$ 1,359.60	\$ 2,679.60
Water Pole Barn, 12 Berry St	\$ 1,000.00	\$ 1,030.00	\$ 2,030.00
Youth Center, 429 Lewis St, Somerset	\$ 1,920.00	\$ 1,977.60	\$ 3,897.60
Middlebush School 1755 Amwell Rd	\$ 3,420.00	\$ 3,522.60	\$ 6,942.60
BOE Admin office, 1760 Amwell Rd	\$ 1,470.00	\$ 1,514.10	\$ 2,984.10

B. ANNUAL SPRINKLER INSPECTIONS		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Municipal Building, 475 DeMott Lane, Somerset	Wet system	\$ 1,350.00	\$ 1,390.50	\$2,740.50
Community/Senior Center 505 DeMott Lane, Somerset	Wet system	\$ 1,125.00	\$ 1,158.75	\$ 2,283.75
Community/Senior Center 505 DeMott Lane, Somerset	Dry System	\$ 1,125.00	\$ 1,158.75	\$ 2,283.75
Public Safety Building, 495 DeMott Lane	Wet System	\$ 1,350.00	\$ 1,390.50	\$2,740.50
Youth Center, 429 Lewis St, Somerset	Wet system	\$ 1,350.00	\$ 1,390.50	\$2,740.50
C. BIENNIAL SUPPRESSION INSPECTIONS (cost is for twice per year)		AMOUNT PER FACILITY Year 1	AMOUNT PER FACILITY Year 2	Total Year 1 & Year 2
Multi Use Building 935 Hamilton St, Somerset	Kitchen Hood Suppression	\$ 360.00	\$ 370.80	\$ 730.80
Community/Senior Center 505 DeMott Lane, Somerset	Kitchen Hood Suppression	\$ 360.00	\$ 370.80	\$ 730.80
Middlebush Park Concession Stand, 421 DeMott Lane	Kitchen Hood Suppression	\$ 360.00	\$ 370.80	\$ 730.80
Bandit Beast Horizontal Grinder	Halon System	\$ 360.00	\$ 370.80	\$ 780.80
D. FIRE EXTINGUISHER INSPECTION, ALL BUILDINGS	Est Quantity	Unit Price Yr 1	Unit Price Yr 2	AMOUNT = est qty x unit price yr 1 + est qty x unit price yr 2

1.25 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00
2.5 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00
3 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00
5 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00
10 LB Extinguishers	20	\$ 200.00	\$ 206.00	\$ 406.00
15 LB Extinguishers	15	\$ 150.00	\$ 154.50	\$ 304.50
20 LB Extinguishers	25	\$ 250.00	\$ 257.50	\$ 507.50
30 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00
50 LB Extinguishers	10	\$ 100.00	\$ 103.00	\$ 203.00

E. LABOR RATES FOR REPAIRS AND MAINTENANCE	Estimated Hours	Hourly Rate yr 1	Hourly rate yr 2	LABOR COST = estimated hours x hourly rate yr 1 + estimated hours x hourly rate yr 2
Monday to Friday 7:00 a.m. - 5:00 p.m.	50	\$ 9,000.00	\$ 9,270.00	\$ 18,270.00
Monday to Friday 5:00 p.m. - 7:00 a.m.	20	\$ 5,400.00	\$ 5,562.00	\$ 10,862.00
Saturday	2	\$ 540.00	\$ 556.20	\$ 1,096.20
Sunday	2	\$ 720.00	\$ 741.60	\$ 1,461.60
*Holiday	2	\$ 720.00	\$ 741.60	\$ 1,461.60
F. DISCOUNT PERCENTAGE OFF MANUFACTURER LIST PRICE PARTS		Estimated LIST PRICE	% DISCOUNT	Final Cost = est list price - % discount
Equipment/Parts		\$10,000.00	% 10	\$ 9,000.00
			GRAND TOTAL	\$ 123,403.45

* Grand Total (A+B+C+D+E+F) Amount Bid: \$123,403.45

* Grand Total (A+B+C+D+E+F) Amount Bid (in words): One Hundred Twenty Three Thousand, Four Hundred Three Dollars and Forty Five Cents

* Bid award will be based on the lowest responsible responsive bidder for the Grand Total Pricing

LLC

(Corporation)

The undersigned is a (Partnership) under the laws of the State of Colorado having its

(Individual)

Principal office at 1501 Yamato Road, Boca Raton, FL 33431

Everon, LLC

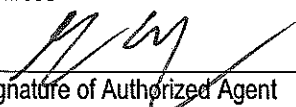
95-0008458

Company

Federal I.D. # or Last 4 digits Social Security #

185 Campus Drive, Edison, NJ 08837

Address


Signature of Authorized Agent

Greg Mastroserio

Type or Print Name

~~Senior Director~~ VP, Sales

12/9/2025

Title of Authorized Agent

Date

732-372-4990

gmastroserio@everonsolutions.com

Telephone Number

Email Address

Fax Number



RESOLUTION - AWARD BID - PROPERTY CLEANUP AS NEEDED - MC-0013-25 – JANUARY 1, 2026 TO DECEMBER 31, 2027 – RJM LANDSCAPE & DESIGN - AMOUNT NOT TO EXCEED \$50,000.00 EACH YEAR (\$50.00 HOURLY RATE/\$250.00 PER CONTAINER)

WHEREAS, a Notice to Bidders was published in the Courier News and posted on the Township website on November 5, 2025, for a December 11, 2025, bid opening for Property Cleanup as Needed (January 1, 2026 to December 31, 2027) (MC-0013-26); and

WHEREAS, the Chief Financial Officer has certified in writing, hereon that funds are available, subject to the adoption of the CY2026 Municipal Budget, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form;

WHEREAS, continuation of the terms of this contract beyond December 31, 2023, is contingent upon availability of funds in the 2027CY Budget, and in the event of unavailability of such funds, the Township of Franklin reserves the right to cancel this contract;

BE IT RESOLVED by the Township Council of the Township of Franklin, Somerset County, New Jersey that the following contract for Property Cleanup as Needed (January 1, 2026 to December 31, 2027) (MC-0013-26) be awarded to:

RJM Landscape & Design
821 Parsonage Hill Drive
Branchburg, NJ 08876
Hourly Rate: \$50.00 per hour
Disposal Rate for 10CY Container: \$250.00
Total: \$255.00
Amount Not to Exceed \$50,000.00 each year

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk be and the same are hereby authorized to enter into a contract with the above listed company.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6-01-30-00-0427-107
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



RESOLUTION - AWARD ALTERNATE CONTRACT - MC-NF-0008-26 - REVELATION COACHING SERVICES, LLC - EMPLOYEE COACHING - AMOUNT NOT TO EXCEED \$120,400.00

WHEREAS, a need exists to contract for the below noted services for the Township of Franklin, County of Somerset, New Jersey as an alternate contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, that the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2026 Municipal Budget and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, Revelation Coaching Services, Piscataway, New Jersey provides staff with the following certifications: Comprehensive Coaching U Certified Soul Coach, Coaching Training Institute, SPIN Selling, DiSC Behavioral Styles, and Certified Behavioral Consultant, with years of experience, including prior representation of the Township of Franklin as Management Coach and has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$120,400.00; and

WHEREAS, Revelation Coaching Services, LLC has completed and submitted a Business Entity Disclosure Certification which certified that they have not made any reportable contributions to a political or candidate committee in the Township of Franklin in the previous one year, and that the contract will prohibit Revelation Coaching Services, LLC from making any reportable contributions through the term of the contract;

WHEREAS, the scope of services includes the following:

1. Vendor will be required to conduct ten (10) DiSC Behavioral Profile Workshops as well as ten (10) follow up group meetings with employees who attended each workshop. Vendor will be required to provide all material associated with the DiSC workshops including workbooks, presentations, print outs, etc.
2. Vendor will be responsible for providing each participating employee with an individual DiSC assessment and for analyzing the results of each.
3. Vendor must conduct bi-weekly one-on-one meetings with employees required to participate in the Coaching Program.
4. Vendor must meet with the Human Resources Officer twice per month to provide updates including but not limited to areas of improvement with employees, notification of conflicts and suggested resolutions.
5. Vendor must coach employees in areas of needed improvement, including but not limited to: leadership skills, communication skills, customer service, conflict resolution, conflict avoidance, time management, proper alignment and use of resources (staff), increased productivity, etc.
6. Vendor will be required to meet with individual departments that are experiencing extensive communication problems.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below

Franklin Township



In Somerset County

- referenced agreement with the below stated vendor, which agreement shall be maintained on file with the Township Clerk and available for public inspection.
- (2) The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
 - (3) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP**, as required by law within ten (10) days of its passage.
 - (4) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
 - (5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR NAME:	Revelation Coaching Services, LLC
ADDRESS:	371 Hoes Lane, Suite 200, Piscataway, NJ 08854
CONTRACT AMOUNT:	\$120,400.00
SERVICE:	Employment Coaching Services - CY2026 (MC-NF-0008-26)

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: 6-01-20-00-0105-042
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION - AWARD FAIR & OPEN PROFESSIONAL SERVICES AGREEMENT - MC-FO-0010-26 -
PSYCHOLOGICAL SCREENING SERVICES - INSTITUTE FOR FORENSIC PSYCHOLOGY - AMOUNT NOT
TO EXCEED \$16,000.00**

WHEREAS, a need exists to award contract for the Psychological Screening Services (MC-FO-0010-25) for the Township of Franklin, County of Somerset, New Jersey as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2025 budget; and

WHEREAS, the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendor, which agreement shall be maintained on file with the Township Clerk and available for public inspection.
- (2) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.
- (3) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (4) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR NAME: Institute for Forensic Psychology
ADDRESS: 5 Fir Court, Suite 2, Oakland, NJ 07436
CONTRACT AMOUNT: Amount Not to Exceed \$16,000.00
SERVICE: Psychology Screening Services (MC-FO-0010-26)
January 1, 2026 to December 31, 2026

Scope of Services

- ☐ Vendor will be responsible for examining/treating Sworn Police, police officers and 911 Telecommunicators.
- ☐ Vendor will perform pre-employment psychological screenings for Police Officers and 911 Telecommunicators and forward results to the Township.
- ☐ Vendor will perform critical incident debriefing and post-traumatic stress recognition and treatment
- ☐ Vendor will perform "fit for duty" psychological examinations for Police Officers and Police Dispatchers 911 Telecommunicators
- ☐ Vendor must satisfy all other requirements as set forth by New Jersey state law and Franklin Township Municipal Ordinance.

Franklin Township

In Somerset County



CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: 6.01.20.00.0105.093
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



RESOLUTION – EXTEND CONTRACT – RFQ-XS-0021-25 – YEAR 2 - GASB 75 VALUATION - AON CONSULTING INC. - AMOUNT NOT TO EXCEED \$10,000.00

WHEREAS, a need exists to contract for the below noted services for the Township of Franklin, County of Somerset, New Jersey as an alternate contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, that the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2026 Budget and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, AON Consulting Inc. has completed and submitted a Business Entity Disclosure Certification which certified that they have not made any reportable contributions to a political or candidate committee in the Township of Franklin in the previous one year, and that the contract will prohibit AON Consulting Inc. from making any reportable contributions through the term of the contract;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendor, which agreement shall be maintained on file with the Township Clerk and available for public inspection.
- (2) The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- (3) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.
- (4) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR NAME: Aon Consulting, Inc.
ADDRESS: 200 East Randolph, Chicago, IL 60601
SERVICE: GASB 75 Actuarial Valuation (RFQ-XS-0021-25)
TERM: January 1, 2026 – December 31, 2026
AMOUNT: Not to Exceed \$10,000.00

Scope of Services include:

- 2025 Full GASB 75 Valuation

Franklin Township



In Somerset County

- Employee data collection, review, and analysis. Prepare census data provided by the Township for use by our valuation system. Analyze data and ask question on missing or irregular items.
- Claims data collection, review, and analysis/
- Selection of Assumptions: Assumptions will be selected consistent with plan provisions.
- Valuation Processing: Determine the Township's benefit obligation and annual expense in accordance with current statements issued by GASB. Preliminary results will be shared with the Township in a draft report prior to preparing the final report.
- Final report shall include:
 - Annual Required Contributions (ARC), Annual OPEB cost (AOC) and reconciliation of the Net OPEB Obligation (NOO). ARC and AOC will be provided as a dollar amount and as a percentage of payroll.
 - Schedule of Required Supplementary Information as required by GASB 75.
 - Certain other information required by GASB 75, or other Actuarial Standards of Practice.

Total cost of all services provided in 2026 Not to Exceed \$10,000.00.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: 6-01-23-00-0220-029
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION – EXTEND COMPETITIVE CONTRACT - MC-COM-0028-24 - YEAR 3 - INSURANCE
BROKER - BUSINESS AND GOVERNMENT INSURANCE AGENCY/NEW VENTURE BENEFITS GROUP, INC.**

WHEREAS, there exists a need for an Insurance Broker; and

WHEREAS, Business and Governmental Insurance Agency/New Venture Benefits Group, Inc., Woodbridge, New Jersey is New Jersey's leading provider of property & casualty, employee benefit plans and risk management for public entities, with years of experience, including prior representation of the Township of Franklin as Insurance Broker and has submitted a proposal indicating they will provide the professional services for the Township of Franklin; and

WHEREAS, the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available subject to the adoption of the CY2026 Municipal Budget; and

WHEREAS, the Municipal Attorney has reviewed the attached certificate of the Chief Financial Officer and is satisfied that said certificate is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendors, which agreements shall be maintained on file with the Township Clerk and available for public inspection.
- (2) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.
- (3) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (4) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR NAME:	Business and Governmental Insurance Agency/New Venture Benefits Group, Inc.
ADDRESS:	900 Route 9 North, Suite 503, Woodbridge, NJ 07095
SERVICE:	Medical Insurance Broker Services (MC-COM-0028-24)
TERM:	January 1, 2026 to December 31, 2026 (Year 3)
CONDITIONS:	Quarterly performance review in conjunction with quarterly written reports from Administration and Township unions and 3-day Cancellation Clause.

Franklin Township

In Somerset County



CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026

Account No.:

PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION - AWARD FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT - WORK RELATED
PHYSICIAN SERVICES (MC-FO-0013-26) – RWJ BARNABAS HEALTH: CORPORATE CARE - CY2026 -
AMOUNT NOT TO EXCEED \$40,000.00**

WHEREAS, requests for Proposals for Work Related Physician Services 2026 (MC-FO-0013-26) were posted on the Township's website for receipt on December 9, 2025; and

WHEREAS, the Chief Financial Officer has certified hereon, that funds are available subject to the adoption of the CY2026 Municipal Budget and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, RWJ Barnabas Health: Corporate Care has completed and submitted a Business Entity Disclosure Certification which certified that RWJ Barnabas Health: Corporate Care has not made any reportable contributions to a political or candidate committee in the Township of Franklin in the previous one year, and that the contract will prohibit RWJ Barnabas Health: Corporate Care from making any reportable contributions through the term of the contract; and

WHEREAS, the scope of services includes the following:

- 1) Pre-Employment physicals
- 2) Promotional physicals
- 3) Employee return to work examinations
- 4) Employee drug and alcohol screenings
- 5) TB Testing
- 6) Work related vaccinations (Rabies, Hepatitis B)
- 7) Fitness for Duty Exams

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset that the above purchases be authorized subject to the following provisions:

- 1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendor, which agreement shall be maintained on file with the Township Clerk and available for public inspection.
- 2) The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- 3) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.
- 4) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Extraordinary, Unspecifiable Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Extraordinary, Unspecifiable Service Agreement authorized herein.
- 5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Extraordinary, Unspecifiable Service Agreement

Franklin Township



In Somerset County

authorized herein.

VENDOR NAME: RWJ Barnabas Health: Corporate Care
ADDRESS: 95 Old Short Hills Road, West Orange, NJ 07052
SERVICE: Work Related Health Services (MC-FO-0013-26) - CY2026
CONTRACT AMOUNT: Amount Not to Exceed \$40,000.00

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: 6.01.20.00.0105.093 & Rec Trust Accounts
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



RESOLUTION - AWARD NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT - MEDICAL INSURANCE THIRD PARTY ADMINISTRATOR (TPA) – MC-NF-0006-26 - AETNA LIFE INSURANCE COMPANY - JANUARY 1, 2026 - DECEMBER 31, 2026 - AMOUNT NOT TO EXCEED \$1,750,000.00

WHEREAS, the Township of Franklin has need of insurance consulting services of a Third-Party Administrator (TPA) for its medical self-insurance program, such services to include claims payment and stop loss insurance; and

WHEREAS, the Township of Franklin desires to enter into contract with Aetna Life Insurance Company for these services for a term commencing on January 1, 2026 through December 31, 2026, and;

WHEREAS, such services are exempt from bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, that the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2026 Municipal Budget, and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

WHEREAS, the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendor, which agreement shall be maintained on file with the Township Clerk and available for public inspection.
- (2) The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- (3) A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP**, as required by law within ten (10) days of its passage.
- (4) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR
Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
Term: 01.01.26 – 12.31.26

ITEM
Administrative Fees &
Stop Loss Insurance

COST
\$1,750,000.00

Amount not to exceed \$1,750,000.00 for calendar year 2026.

Franklin Township

In Somerset County



CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/26
Account No.: 6-01-23-00-0220-020.
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION - AWARD ALTERNATE CONTRACTS - MC-NF-0006-26 - DENTAL INSURANCE RENEWALS
202 - AETNA LIFE INSURANCE COMPANY (NTE \$390,000.00) & CIGNA DENTAL (NTE \$2,000.00)**

WHEREAS, the Township of Franklin desires to purchase items as follows:

<u>VENDOR</u>	<u>ITEM</u>	<u>COST</u>
Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156 Term: 01.01.25 – 12.31.25	Dental Insurance	\$390,000.00
CIGNA Dental CGLIC-Bloomfield EASC 5082 Collection Center Drive Chicago, IL 60693-0050 Term: 01.01.25 – 12.31.25	Dental Insurance	\$2,000.00

WHEREAS, said amounts are a not to exceed limit and are not the actual premiums that will be billed to the Township. The actual cost to the Township will be reduced as a result of employee, retiree and other agency (Housing, Sewerage, Library) contributions; and

WHEREAS, Insurance is exempt from bidding N.J.S.A 40A:11-5(1)(m); and

WHEREAS, the Chief Financial Officer has certified hereon, that funds are available subject to the adoption of the CY2026 Municipal Budget and the Municipal Attorney has reviewed the certification of the Chief Financial Officer and is satisfied that said certification is in proper form;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset that the above purchases be authorized subject to the following provisions:

1. These contracts are awarded without competitive bidding as an exemption under the provisions of the Local Public Contracts Law, NJSA 40A:11-5(1)(m).
2. A notice of this action shall be printed in the **LEGAL NEWSPAPER OF THE TOWNSHIP** as required by law within ten (10) days of its passage.
3. The vendors shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the contract authorized herein.
4. The vendors shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the contract authorized herein.

Franklin Township

In Somerset County



CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: 6-01-23-00-0220-092
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION – AWARD NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT - PRESCRIPTION
INSURANCE THIRD PARTY ADMINISTRATOR (TPA) - CAREMARKPCS HEALTH, LLC – MC-NF-0045-26 -
AMOUNT NOT TO EXCEED \$165,000.00**

WHEREAS, the Township of Franklin has need of insurance consulting services of a Prescription Benefit Manager (PBM) for its prescription self-insurance program, such services to include claims payment, appeals, prior-authorizations and administration fees; and

WHEREAS, the Township of Franklin desires to enter into contract with CaremarkPCS Health, L.L.C. for these services for a term commencing on January 1, 2026 through December 31, 2026; and

WHEREAS, such services are exempt from bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the Chief Financial Officer has certified that funds are available, subject to the adoption of the 2025 budget for this purpose; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids, and the contract itself, must be available for public inspection;

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with:

VENDOR: CaremarkPCS Health, L.L.C.
ADDRESS: One CVS Drive, Woonsocket, RI 02895
ITEM: Administrative Fees
COST: Amount not to exceed \$165,000.00 for calendar year 2026
TERM: January 1, 2026 – December 31, 2026

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services rendered are performed by persons authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the official newspaper as required by law.
4. The Chief Financial Officer has certified that funds are available for this purpose.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Franklin Township

In Somerset County



**Certified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6.01.23.00.0220.092
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION - AUTHORIZE SHARED SERVICES AGREEMENT - SENIOR TRANSPORTATION - SOMERSET
COUNTY - CY2026 - NOT TO EXCEED \$96,157.27**

BE IT AND IT IS HEREBY RESOLVED that the Mayor and Township Clerk are hereby authorized to execute on behalf of the Township Council interlocal service agreements with the Somerset County Transportation as permitted by NJSA 40:8A-1 et. seq. for Senior Transportation Services for the period January 1, 2026 to December 31, 2026 in the amount not to exceed \$96,157.27; and

BE IT FURTHER RESOLVED, that the terms of this contract is contingent upon availability of funds in the 2026 CY Budget, and in the event of unavailability of such funds, the Township of Franklin reserves the right to cancel this contract.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6-01-42-00-0895-029
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

Interlocal Services Agreement for Senior Citizen Transportation in Franklin Township Provided by Somerset County

This **Agreement** is entered into by and between the Township of Franklin whose address is 475 DeMott Lane, Somerset, NJ (hereinafter “Township”) and County of Somerset located at County Administration Building, PO Box 3000, Grove Street, Somerville, NJ 08876 (hereinafter “County”).

WHEREAS, the Township has determined that it is desirous and necessary for it to provide transportation to senior citizens within the Township to the Franklin Township Community/Senior Center which is located at 505 DeMott Lane, Somerset, NJ; and

WHEREAS, the County is willing to provide the desired services to the Township under the terms and conditions of this Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. County, through the Somerset County Division of Transportation will provide transportation to Franklin Township Senior Citizens to the Franklin Township Community Senior Center located at 505 DeMott Lane, Somerset, NJ during the term of this Agreement. Transportation services will be available to be provided five (5) days per week from Monday through Friday, from January 1, 2026 through December 31, 2026.
2. Transportation requests will be received and dispatched through the Somerset County Division of Transportation through their phone number 908-231-7115.
3. It is agreed that Franklin Township is the owner of the 2016 Ford Champion Transport Low Floor minibus VIN # 1FDFE4FS3GDC40699 which it will permit the County to use in the manner set forth in this Agreement to provide for transportation for senior citizens or persons with disabilities who reside in Franklin Township. Franklin Township makes no representations or warranties whatsoever with respect to the bus and the County accepts the vehicle in it's ‘as is’ condition. Title to the bus shall remain with Franklin Township at all times during the term of this Agreement.
4. The County agrees to provide personnel as funded by the Township for the operation of the vehicle. Scheduling and maintenance to be provided by the County of Somerset. The bus will be operated by personnel from the County of Somerset, Division of Transportation. The personnel designated to operate the bus shall be licensed New Jersey drivers and shall be duly trained and qualified to operate the bus.

5. Somerset County Division of Transportation will establish transportation routes that will be designed to serve the highest feasible number of passengers and provide the highest number of trips on a daily basis. It is understood that the main purpose of the transportation service will be to transport senior citizens to and from the Franklin Township Community/Senior Center and to Adult Education Activities. This includes transporting residents to and from Somerset Residence Senior Building, and Hidden Brook at Franklin located on Bob Franks Way to the Franklin Township Community/Senior Center, based on the County's scheduling availability. Given the size of Franklin Township (approximately 47 square miles), the County, in its discretion, may provide established pickup zones with different service days for particular zones. Based on scheduling availability, transportation to the various buildings at the municipal complex will be available on Fridays on a first come, first serve basis. These other sites include the Library, Municipal Building, Public Safety Building, Villagers Theater, Animal Shelter, and the Parkside Senior Residence.
6. During the period of this Agreement, the County agrees to maintain service and keep the bus in good repair at its own cost and expense, except for normal wear, tear or depreciation. Additionally, the County agrees to comply with all laws and regulations applicable to the maintenance and service of the bus and shall keep the bus free and clear of any claims, liens or encumbrances.

The County also agrees, at its own expense, to keep the bus insured, at its full value, against the risk of loss or damage and public liability. The County reserves the right to self-insure against the risks described above or the County may choose to purchase insurance through an insurance company.

7. The scheduling and routes for various days shall meet the approval of both the Franklin Township Department of Parks and Recreation and the Somerset County Division of Transportation. If the pick-up and the drop off schedule will allow for the scheduling of a mini trip, this will be negotiated between the Somerset County Division of Transportation and Franklin Township Department of Parks and Recreation.
8. By the 10th of each month, the Somerset County Division of Transportation will provide the Township of Franklin with a list of people served, demographics and numbers of units served for the previous month.
9. The Director of Somerset County Division of Transportation shall be responsible for all hiring of personnel and the management of personnel. Specifically, the Director shall maintain all personnel records and shall process all payroll payments for staff.
10. The Somerset County Division of Transportation shall be responsible for ensuring that all state and federal regulations governing the employment of personnel are adhered to, and that adequate records are maintained to demonstrate adherence.

11. The parties agree that during the term of this Agreement, the Township shall make monthly payments to the County which will be based upon receipt of a voucher, invoices and report. Monthly reports shall be submitted on the 10th day of each month as specified in Paragraph 6 above. It is agreed however, by the parties that the maximum reimbursable amount for services rendered pursuant to this Agreement will be \$96,157.27 for services rendered January 1, 2026 through December 31, 2026. In no event shall the Township be responsible to pay any more than \$96,157.27 for the services rendered pursuant to this Agreement. The County shall not be required to render reimbursable services in an amount in excess of \$96,157.27. It is agreed that a purchase order encumbering the amount of \$96,157.27 will be drawn by the Township following the execution of this Agreement.
12. Both parties agree that they will provide immediate access to any and all records related to this program immediately upon request.
13. Somerset County Division of Transportation will be subject to all the requirements of this Agreement. The Director of the Somerset County Division of Transportation and the Franklin Township Senior Citizens Coordinator will meet on a monthly basis, or as needed, to discuss the progress of this project.
14. It is agreed that this Agreement shall terminate on December 31, 2026 unless extended, in writing, by both of the parties hereto. Additionally, either party reserves the right to cancel this Agreement upon 60-days written notice to the other for any reason. In the event the County fails to provide any services which are described in this Agreement in a workmanlike, reasonable, timely and professional manner, the Township, after providing the County with 15 days notice to cure any complaint, inadequacy or problems, shall have the right to terminate this Agreement upon 30 days' written notice if the County fails to cure the complaint, inadequacy or problem.
15. The County agrees to indemnify and hold the Township of Franklin harmless of any and all loss, damages, suits, penalties, costs, liabilities, expenses, including, but not limited to, reasonable investigation and legal expenses, arising out of the operation of the program, or indemnify and save harmless the Township of Franklin from suits or actions of every nature or description brought against it, or damages received or sustained by the parties by or from any of the acts of a subcontract employee, agents or volunteers of the County.

- 16.
- A. Comprehensive General Liability Insurance. The minimum limits for this insurance shall be \$1,000,000 for bodily injury and \$50,000 for property damage. The above-required comprehensive general liability insurance shall name the Township, its agents, employees and officers as the additional insured.
 - B. Workers Compensation and Employers Liability Insurance. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.
 - C. The Subcontractor, prior to the commencement of services required under this Agreement, shall provide the Township with valid certificates of insurance in accordance with the foregoing provisions. The certificate shall provide for 30 days' written notice to the Township prior to the cancellation, expiration or non-renewal during the term of insurance. In the event the Subcontractor fails or refuses to renew any of its insurance policies as necessary, or any policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Township may cancel this Agreement and/or refuse to make any payment of further monies due under this Agreement to the Subcontractor.
 - D. The County shall be permitted to provide self-insurance through the County on Somerset Joint Insurance Fund for any insurance coverage required pursuant to the terms and conditions of this Agreement.
17. Each party agrees to indemnify and hold the other party and its officers, employees and agents, harmless from and against any claim, loss, damage or expense, including reasonable attorney's fees, for which such other party becomes liable due to the acts or omissions of the other.
18. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.
19. Neither the County nor the Township shall assign, sublet or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Township.
20. The County and the Township each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party in respecting all covenants and agreements and obligations of this Agreement.

21. If any provision in this Agreement is held to be invalid, void or unenforceable by a duly appointed arbitrator or by any court, the remaining provisions shall nevertheless continue in full force provided that the essential terms of the transaction remain unchanged.
22. Any amendment to this Agreement may only be accomplished by a writing signed by the party against whom the amendment is being enforced.
23. The Agreement represents the entire agreement between the parties with respect to the subject matter, and no amendment, modification or alteration to the terms hereof shall be binding unless the same is in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the County of Somerset has caused this instrument to be executed by the Director of the Board of Chosen Commissioners pursuant to the Resolution that said County passed for said purpose, and the Township of Franklin has caused this Agreement to be signed by its proper corporate officers as of the day and year first written above.

SOMERSET COUNTY

ATTEST:

Kelly L. Mager, Clerk of the Board

BY: _____
Shanel Y. Robinson , Director

FRANKLIN TOWNSHIP

ATTEST:

BY: _____



**RESOLUTION - AUTHORIZE SHARED SERVICES AGREEMENT - SENIOR TRANSPORTATION - SOMERSET
COUNTY - CY2026 - NOT TO EXCEED \$96,157.27**

BE IT AND IT IS HEREBY RESOLVED that the Mayor and Township Clerk are hereby authorized to execute on behalf of the Township Council interlocal service agreements with the Somerset County Transportation as permitted by NJSA 40:8A-1 et. seq. for Senior Transportation Services for the period January 1, 2026 to December 31, 2026 in the amount not to exceed 96,157.27; and

BE IT FURTHER RESOLVED, that the terms of this contract is contingent upon availability of funds in the 2026 CY Budget, and in the event of unavailability of such funds, the Township of Franklin reserves the right to cancel this contract.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 6-01-42-00-0895-029
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION – AWARD CONTRACT - NEW JERSEY COOPERATIVE PURCHASING ALLIANCE -
CONTRACT #CK 04 24-38 - WEBSITE, AGENDA, BOARDS & COMMISSIONS SOFTWARE AND
HARDWARE ANNUAL MAINTENANCE & HOSTING - SHI - AMOUNT NOT TO EXCEED \$43,000.00**

WHEREAS, the Township of Franklin has a need for website, agenda, boards and commissions software and hardware annual maintenance and hosting services; and

WHEREAS, SHI has been awarded Contract #CK04 24-38 through the New Jersey Cooperative Purchasing Alliance for such services; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance is a cooperative pricing system that provides local contracting units with the ability to purchase goods and services in accordance with N.J.S.A. 40A:11-11(5); and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose in an amount not to exceed \$43,000.00; and

WHEREAS, the Township Council wishes to authorize the award of a contract to SHI for website, agenda, boards and commissions software and hardware annual maintenance and hosting services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Franklin, County of Somerset, State of New Jersey, as follows:

1. The Township of Franklin hereby awards a contract to SHI International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873, for website, agenda, boards and commissions software and hardware annual maintenance and hosting services pursuant to the New Jersey Cooperative Purchasing Alliance Contract No. CK04 24-38, in an amount not to exceed \$43,000.00.
2. This contract is awarded pursuant to the cooperative purchasing provisions of N.J.S.A. 40A:11-11(5) and does not require competitive bidding.
3. This resolution shall take effect immediately upon adoption.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: 0140-138, 0500-138
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



Pricing Proposal
Quotation #: 26974625
Created On: 12/16/2025
Valid Until: 12/31/2025

NJ-Township of Franklin

Krista Hegedus

Somerset
United States
Phone: 732 873 7259
Fax:
Email: Krista.Hegedus@franklinnj.gov

Public Sector Inside Account Executive

Phil Miley

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-624-5936
Fax:
Email: phil_miley@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Meeting Efficiency Suite Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
2	Government Transparency Suite Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$5,709.47	\$5,709.47
3	Granicus Encoding Appliance Software Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$1,334.05	\$1,334.05
4	Peak Agenda Management Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$12,562.22	\$12,562.22
5	Upgrade to SDI 720p Streaming Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$1,334.05	\$1,334.05
6	Boards and Commissions Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$6,670.24	\$6,670.24
7	govAccess - Maintenance, Hosting, & Licensing Fee - Core	1	\$12,893.40	\$12,893.40

Granicus - Part#: NPN
Contract Name: New Jersey Cooperative Purchasing Alliance
Contract #: CK04
Subcontract #: 24-38

8	Open Platform Suite Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
9	Send Agenda (Peak) Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
10	Open Platform Suite Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
11	Open Platform Suite Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
12	govDelivery for Integrations Granicus - Part#: NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
			Total	\$40,503.43

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



RESOLUTION – AWARD PURCHASE - NON-FAIR AND OPEN - SOFTWARE/SOFTWARE MAINTENANCE/NETWORK SUPPORT (EXEMPT AS PER NJSA 40A:11-5(1)(DD) - EDMUNDS & ASSOCIATES (MC-NF-0019-26) AMOUNT NOT TO EXCEED \$40,000.00 - SPATIAL DATA LOGIC (MC-NF-0018-26) AMOUNT NOT TO EXCEED \$80,000.00 - GOVOS (MC-NF-0034-26) AMOUNT NOT TO EXCEED \$50,000.00 - STARNET SOLUTIONS, INC (MC-NF-0032-26) AMOUNT NOT TO EXCEED \$100,000.00

WHEREAS, the Township of Franklin desires to purchase Software/Software Maintenance as follows:

VENDOR: Edmunds and Associates (MC-NF-0019-26),
301 Tilton Road, Northfield, NJ 08225

AMOUNT NOT TO EXCEED: \$40,000.00

VENDOR: Spatial Data Logic (MC-NF-0018-26),
285 Davidson Avenue, Suite 302, Somerset, NJ 08873

AMOUNT NOT TO EXCEED: \$80,000.00

VENDOR: GovOS (MC-NF-0034-26)
6300 Cedar Springs Road, Dallas, TX 75235

AMOUNT NOT TO EXCEED: \$50,000.00

VENDOR: Starnet Solutions, Inc (MC-NF-0026-26)
90 Main Street, Farmingdale, NJ 07727

AMOUNT NOT TO EXCEED: \$100,000.00

WHEREAS, these purchases are exempt from bidding as per N.J.S.A 40A:11-5(1)(dd); and

WHEREAS, the Chief Financial Officer has certified in writing hereon that funds are available subject to the adoption of the CY2026 Municipal Budget, and the Municipal Attorney has reviewed said certificate and is satisfied that said certificate is in proper form; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey does hereby authorize the Mayor and Township Clerk to execute contracts with the above named vendors to purchase the specified items.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.: Various
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
PURCHASING DEPARTMENT**

475 DeMott Lane, Somerset, NJ 08873-6704
MUNICIPAL BUILDING
Somerset, NJ 08873-6704

CINDY BELANGER, RPPO, QPA
Purchasing Agent



PHONE: (732) 873-2500 Ext. 6239
Cindy.Belanger@franklinnj.gov

November 1, 2025

Dear Sir/Madam,

RE: 2026 Solutions for Network Support/Configurations CONTRACT #: MC-NF-0026-26

Any Service Agreement entered into between a company and Franklin Township must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The selected company must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services.

All companies are subject to submission of the required documents. Please complete and return the following required forms to Cindy Belanger in the Purchasing Department at 475 DeMott Lane, Somerset, NJ 08873-6704 **by December 4, 2025:**

1. Signature Page
2. Non-Collusion Affidavit
3. Statement of Ownership Disclosure
4. EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
5. Disclosure of Investment Activities in Iran
6. Business Entity Disclosure Certification
7. 271 Political Contribution Disclosure Form
8. Certificates of the Required Insurance naming Township Additionally Insured
9. New Jersey Business Registration Certificate
10. Certification of non-Involvement in Prohibited Activities in Russia or Belarus
11. W9

If you have any questions, please do not hesitate to contact me.

Very truly yours,
Cindy Belanger, QPA, RPPO
Purchasing and General Services Administrator

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

2026 Solutions for Network Support/Configurations CONTRACT #: MC-NF-0026-26

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE FRANKLIN TOWNSHIP COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Include with response fee schedule for software services

(Corporate)

The undersigned is a (Partnership) under the laws of the State of New Jersey having its

(Individual)

principal office at

90 Main St. Farmingdale NJ 07727

StarNet Solutions Inc.

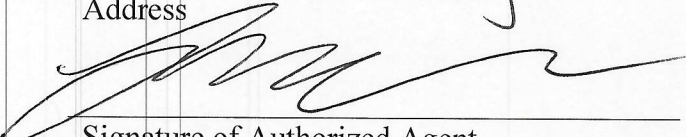
Company

22 3818726

Federal I.D. # or Last 4 of Social Security #

90 Main St. Farmingdale NJ 07727

Address


Signature of Authorized Agent

Louis Melograna

Type or Print Name

732-919-3446

Telephone Number

12-01-25

Date

732-919-3447

Fax Number

Loum@starnetsolutions.com

Email Address

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request (N.J.A.C. 17:44-2.2).

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization:

StarNet Solutions Inc

Organization

Address:

90 Main St. Farmingdale NJ 07727

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific):

Part II



The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR



No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Louis Melograna	891 Fort Plains Rd Howell NJ 07731
Stella Skinner	100 Main St. Farmingdale NJ 07727

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

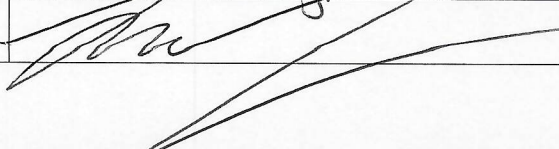
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Louis Melogran	Title:	CTO
Signature:		Date:	12-01-25

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of NJ
County of Monmouth

ss:

I, Louis Melograna of the City of Farmingdale

in the County of Monmouth and State of NJ of full age, being
duly sworn according to law on my oath depose and say that:

I am CTO of the firm of StarNet Solutions Inc.
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township Of Franklin, County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

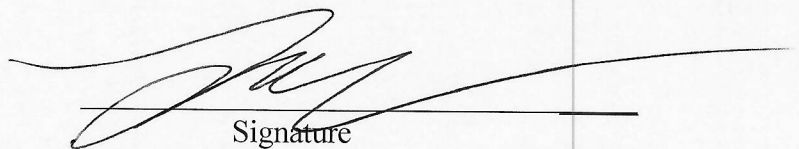
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by StarNet Solutions Inc.

(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this 01 day
of December, 2025.


Signature

Lou Melograna
(Type or print name of affiant under signature)



TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?
If yes, please submit a photostatic copy of such approval.

Yes ☐ No ☒

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?
If yes, please submit a photostatic copy of such approval.

Yes ☒ No ☐

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: StarNet Solutions Inc SIGNATURE: [Signature]

PRINT NAME: Louis Melograna TITLE: CTO

DATE: 12-01-25

Disclosure of Investment Activities in Iran

Person or Entity

StarNet Solutions Inc.

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

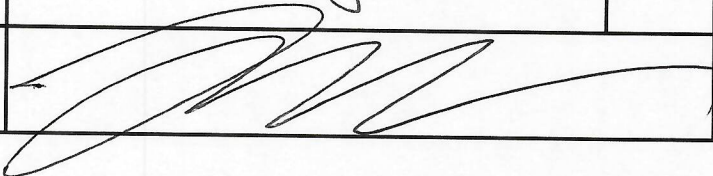
You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that Township of Franklin County of Somerset is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Franklin County of Somerset to notify the Township of Franklin County of Somerset in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Franklin County of Somerset and that the Township of Franklin County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Louis Melograna	Title	CTO
Signature		Date	12-01-25

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

StarNet Solutions Inc.

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of award, 12-01-25, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Franklin* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

**Franklin Township Democrats
Franklin Township Democratic Organization
Franklin Republican Executive Committee
Franklin Township Republican Club**

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Louis Melograna	891 Fort Plains Rd Howell NJ 07731
Stella Skinner	100 Main St Farmingdale NJ 07727

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: StarNet Solutions Inc

Signed: _____ Title: CTO

Print Name: Louis Melograna Date: 12-01-25

Subscribed and sworn before me this 01 day of

December, 25.

My Commission expires:

JACQUELINE DEMPSEY
Notary Public, State of New Jersey
Comm. # 50124812
My Commission Expires 3/26/2030

(Print name & title of affiant) (Corporate

Seal)

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF FRANKLIN

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

Franklin Township Ordinance 3405—PROHIBITING AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

SECTION 2

Prohibition of Awarding Public Contracts to Certain Contributors

(a) Any other provisions of law to the contrary notwithstanding, the Municipality or any of its purchasing agents or agencies or those of its independent authorities, as the case may be shall not enter an agreement or otherwise contract to procure services from any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to a campaign committee of any Franklin Township candidate or holder of the public office having ultimate responsibility for the award of the contract, or to any Franklin Township Party Committee in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.

(b) No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the Municipality or any department or agency thereof or of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution,, including in-kind contributions, to any Franklin Township candidate or holder of the public office having ultimate responsibility for the award of the contract, or to any Franklin Township Party Committee, between the time of first communications between that business entity and the Township regarding a specific professional service agreement and the later of the termination of negotiations or the completion of the contract or agreement.

(c) For purposes of this ordinance, a “professional business entity” seeking a public contract means an individual including the individual’s spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association.. The definition of business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.

(d) Any individual meeting the definition of “professional business entity” under this section may annually contribute a maximum of \$400 each for any purpose to any candidate, for mayor or council or \$500 to the Franklin Township Party Committee without violating subsection (a) of this section. However, any group of individuals meeting the definition of “professional business entity: under this section, including such principals, partners, and officers of the entity in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all Franklin Township candidates and officeholders with ultimate responsibility for the award of the contract, and all Franklin Township political parties combined, without violating subsection (a) of this section.

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF FRANKLIN

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity. 5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions. 6. As used in sections 2 through 12 of this act: "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; "interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any municipal committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the Township Council and municipal executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)."

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	StarNet Solutions Inc.		
Address:	90 Main Street		
City:	Farmingdale	State:	NJ
		Zip:	07727

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Louis Melograna Printed Name Cto Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Somerset

State: Governor

Phil Murphy

Legislative Leadership Committees

US Senate

Cory A. Booker

Robert Menendez

US Representative District No. 12

Bonnie Watson Coleman

State Legislative District No. 17

Robert G. Smith

Joe Daniels

Joseph V. Egan

Somerset County:

Freeholders

Douglas Singleterry

Paul Drake

Melanie Marano

Shanel Y. Robinson

Sara Sooy

County Clerk Steve Peter

County Sheriff Darrin Russo

County Surrogate Bernice "Tina" Jalloh

Township of Franklin, Township Council

Mayor Phillip Kramer

Sivaraman "Ram" Anbarasan

Kimberly Francois

Charles Onyejiaka

Ed Potosnak

Cyrstal Pruitt

James Vassanella

Carl R. A. Wright

Sheepa Uddin

Somerset County Republican Organization

Somerset County Regular Democratic Organization

Township of Franklin, Board of Education

Nishita Desai

Nancy LaCorte

Laurie Merris

William "Bill" Grippo

Ardaman Singh

Michael J. Smith

Walter B. Jackson, Jr.

Dennis Hopkins, Jr.

Sami Shaban

Fire District Commissioners

Fire District 1: Jim Wickman, Timothy P. Janho, Patrick Shimalla, Jason Goldberg, Richard Hibbard

Fire District 2: Darrell Myers, Clifford Fauske, Brian LAsch, Daniel Fauske, David Hammer

Fire District 3: Vivian Cottrell, Sherrod Middleton, Douglas Krushinski, Kenneth Reid, Janet Natal

Fire District 4: Meredith Rogers, Cathy Pavelec, Christina Klam, Keith R. Chase, Glen McParland

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Franklin Township, Somerset County, New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

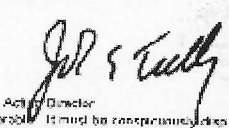
For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate **within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.**

All businesses **MUST** provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE P.O. BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>Acting Director</small>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at same address.	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted township employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

☒ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L. 2022, c.3, ¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L. 2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

12-01-25
Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) StarNet Solutions Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 90 Main Street 6 City, state, and ZIP code Farmingdale NJ 07727 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

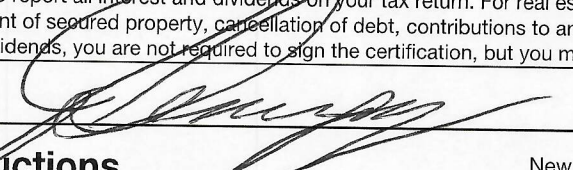
Social security number								
			-			-		
or								
Employer identification number								
2	2	-	3	8	1	8	7	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>12/01/25</u>
------------------	--	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: STARNET SOLUTIONS, INC.
Trade Name:
Address: 90 MAIN STREET
FARMINGDALE, NJ 07727
Certificate Number: 0786282
Effective Date: September 04, 2001
Date of Issuance: December 01, 2025

For Office Use Only:
20251201140344470

Return



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure NJ Partners Insurance Services, LLC
100 Passaic Avenue
Suite 120
Fairfield NJ 07004

CONTACT
NAME: Christina Cook
PHONE (A/C, No, Ext): 973-561-3449 FAX (A/C, No): 973-227-4026
E-MAIL ADDRESS: chcook@acrisure.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Sentinel Insurance Company, Ltd

11000

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Starnet Solutions, Inc.
90 Main Street
Farmingdale NJ 07727

License#: 1202869
8STARSO-02

COVERAGES**CERTIFICATE NUMBER:** 156399895**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		13WECBO1398	12/11/2024	12/11/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Township of Franklin
475 Demott Lane
Somerset, NJ 08873

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure NJ Partners Insurance Services, LLC
100 Passaic Avenue
Suite 120
Fairfield NJ 07004

CONTACT NAME: Christina Cook
PHONE (A/C, No, Ext): 973-561-3449 **FAX (A/C, No):** 973-227-4026
E-MAIL ADDRESS: chcook@acrisure.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Sentinel Insurance Company, Ltd

11000

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Starnet Solutions, Inc.
90 Main Street
Farmingdale NJ 07727

License#: 1202869
8STARSO-02

COVERAGES**CERTIFICATE NUMBER:** 181986807**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			13WECBO1398	12/11/2025	12/11/2026	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Township of Franklin
475 Demott Lane
Somerset, NJ 08873

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**RESOLUTION - JOINT INSURANCE FUND - ADOPT 2026 CENTRAL JERSEY MUNICIPAL JOINT
INSURANCE FUND (CFJIF) SAFETY INCENTIVE PROGRAM**

WHEREAS, the Township of Franklin is a member of the Central Jersey Municipal Joint Insurance Fund (CENTRAL JIF); and

WHEREAS, it is the policy of the CENTRAL JIF to achieve the best and most practical degree of freedom from accidents and / or injuries; and

WHEREAS, the CENTRAL JIF endeavors to ensure that all of their members' employees, volunteers and public are provided with a safe and healthy environment, free from any recognized hazards; and

WHEREAS, the CENTRAL JIF endeavors to ensure that all of their members are in compliance with applicable safety and health requirements; and

WHEREAS, the CENTRAL JIF's Safety Committee is made up of representatives of the Fund's Municipalities, along with the professionals employed by the Fund; and

WHEREAS, the new Program will assist all the Central JIF members in becoming or maintaining compliance with all Public Employees Occupational Safety and Health (PEOSH) Requirements; and

WHEREAS, the CENTRAL JIF has adopted the new 2026 SAFETY INCENTIVE PROGRAM which should succeed in providing a safe, healthful and pleasant environment; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey that the Central Jersey Municipal Joint Insurance Fund SAFETY INCENTIVE PROGRAM be adopted by the Township of Franklin.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk



**RESOLUTION - AUTHORIZE FIREWORKS DISPLAY - THE PALACE AT SOMERSET PARK – JANUARY 2026
EVENTS**

WHEREAS, The Palace at Somerset Park has made application for permission to hold fireworks displays on the following dates:

Favato/Klein Wedding	Saturday, January 24, 2026
Start Time:	Between 8:00 p.m. to 9:40 p.m.
Duration:	10-12 Minutes
End Time:	Prior to 10 p.m. as per Township Noise Ordinance

WHEREAS, the Uniform Fire Code (NJAC 5:70 et seq.) and the New Jersey Fireworks Act (NJSA 21:2-1 et. seq.) provides that the Governing Body of the Municipality may, upon application in writing, grant permission for a public display of fireworks by organizations or groups of individuals;

WHEREAS, the following conditions have been met:

- (1) Submission to the Director of Fire Prevention an application pursuant to and meeting the specifications of the Uniform Fire Code and the New Jersey Fireworks Act;
- (2) Approval of the location of the storage place for said fireworks by the Director of Fire Prevention;
- (3) Submission of Certificate of Insurance by The Palace covering the fireworks; and
- (4) Submission of Surety as per N.J.S.A. 21:3-5;
- (5) Notice given to The Palace at Somerset Park that the Fireworks Display must begin no earlier than 8:00 p.m. and no later than 9:40 p.m. and end by 10:00 p.m. as per the Township's Noise Ordinance
- (6) Fireworks displays are not permitted to contain any devices or shells that contain "reports".
- (7) Fireworks displays are not permitted to have a "salute" in the display.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey does hereby authorize fireworks displays at The Palace at Somerset Park on the following dates contingent with the lifting of the Statewide Fire restrictions:

Favato/Klein Wedding	Saturday, January 24, 2026
Start Time:	Between 8:00 p.m. to 9:40 p.m.
Duration:	10-12 Minutes
End Time:	Prior to 10 p.m. as per Township Noise Ordinance

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk



Saturday, December 20, 2025

Franklin Township Council
475 DeMott Lane
Somerset NJ, 08873-6704

Ref: Fireworks Display for Upcoming Events

To Whom It May Concern:

The Palace at Somerset Park is requesting a resolution for the following fireworks displays.

We would like to sponsor these events in conjunction with the following events:

Favato/Klein Wedding

Saturday, January 24th

The displays will begin between 8:00pm and 9:40pm, and will run for approximately 10-12 minutes.

These shows would be contingent on state fire restrictions being lifted and approval of Franklin Township Fire Prevention Department.

Thank you for your consideration.

Marc Hamel
President & General Manager



**RESOLUTION – AUTHORIZE NJDOT MUNICIPAL GRANT APPLICATION 2026-MA-00018 NEW
BRUNSWICK ROAD (CEDAR GROVE TO WILLOW) – ROADWAY RESURFACING**

NOW, THEREFORE, BE IT RESOLVED that Council of Franklin Township formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2026-00018 – New Brunswick Road (Cedar Grove to Willow) 00018 to the New Jersey Department of Transportation on behalf of Franklin Township;

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Franklin Township and that their signature constitutes acceptance of the terms and conditions of the grant application and approves the execution of the grant application.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk



RESOLUTION - AUTHORIZE GRANT APPLICATION - FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION - LIFESAVING EQUIPMENT AND RESOURCES FOR POLICE DEPARTMENT

WHEREAS, the Firehouse Subs Public Safety Foundation provides grants to public safety organizations to acquire lifesaving equipment, training, and resources designed to protect first responders and enhance community safety; and

WHEREAS, the Franklin Township Police Department seeks to improve its capacity to respond effectively to emergencies and to enhance officer and public safety through the acquisition of such lifesaving equipment and resources; and

WHEREAS, the Mayor and Township Council of the Township of Franklin recognize the importance of pursuing grant opportunities that support and strengthen the township's public safety operations without imposing additional financial burdens on local taxpayers; and

WHEREAS, the Firehouse Subs Public Safety Foundation requires an official resolution of authorization from the governing body as part of its grant application process;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that the Franklin Township Police Department is hereby authorized to prepare and submit a grant application to the Firehouse Subs Public Safety Foundation for the purpose of acquiring lifesaving equipment and resources; and

BE IT FURTHER RESOLVED, that the Mayor and Township Manager, or their designees, are hereby authorized to execute all necessary documents in connection with the submission and administration of said grant application; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be placed on file with the Township Clerk and provided to the Franklin Township Police Department for inclusion in the grant application materials.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.



Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

*STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.*

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.

You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**

- Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
- Quotes must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
- Maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

Most Recent Financial Information

Financials must show revenue and expenses and list the name of your organization, city or county.

One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

- Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)
- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
 - Name as shown on your income tax return
 - Entity Name, *if different from line 1*
 - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
 - Address
 - City, State & Zip Code
 - Employer ID Number (EIN)
 - Signed by an official of the organization
 - Dated no more than one year from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant? There are no matching funds involved in our organization's grants program.

If my request is more or less than \$20,000 will it be considered?

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted: ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment? We

do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment? We

do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation Grant Application

Organization/Department: (this must be your organization's official name) _____

Department Tax ID # (xx-xxxxxxx): _____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____ Organization

Phone Extension: _____

Applicant Cell Phone Number: _____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Communities Served: _____

Population: _____

Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization) ☐ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. ☐ Our jurisdiction requires approval from local officials once the award is granted.
☐ Our jurisdiction does not require pre-approval from local officials.

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

☒ **Equipment Donation/Prevention Education Items**

☐ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper all-terrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item. _____

Vendor company name: _____

Sales representative first and last name: _____

Sales representative email address: _____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding \$50,000 will not be accepted.

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____ children and _____ senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:

Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Please describe the selection and distribution process for the requested scholarship funding. _____

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

How far is this location from your department? _____ Miles

How did you hear about our organization? _____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. ☒ Yes ☐ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the “Foundation”) permission to use your organization’s name and identifying trademarks in connection with this application and in connection with the Foundation’s solicitations for support.

Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information
 - First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
 - Vendor sales representative first and last name
 - Vendor email address
 - The name & *physical* address of your organization
 - The first & last name of a contact person from your organization
 - Only one vendor quote has been submitted
 - The quote must be itemized
 - The quote is dated within six months of the application deadline
 - The quote *only* includes item(s) pertaining to your grant request
 - The total dollar amount and equipment quantities in the vendor quote **MATCH** the total that your department is requesting
 - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
 - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
 - The organization, city or county name
 - Both revenue and expenses
 - One of the following:
 - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
 - A recent - within one month - Profit & Loss Statement also called an Income Statement
 - A current year annual budget showing projected income and expenses
 - A previous year audit or 990

Equipment Inventory

- Does the submitted equipment inventory include the following information?
 - Organization name
 - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

Internal Revenue Service Form W-9 (Rev. October 2018) •

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application



**RESOLUTION – AUTHORIZE GRANT APPLICATION - THE NEW JERSEY LAW ENFORCEMENT WELLNESS
AND RESILIENCY GRANT PROGRAM (NJLEWRG)**

WHEREAS, the New Jersey Law Enforcement Wellness and Resiliency Grant Program (NJLEWRG) provides funding to support the mental health and wellness of law enforcement officers; and

WHEREAS, the Township of Franklin recognizes the importance of supporting the health, wellness, and resiliency its law enforcement personnel; and

WHEREAS, the Franklin Township Police Department has identified needs and opportunities that would benefit from funding available through the New Jersey Law Enforcement Wellness and Resiliency Grant Program; and

WHEREAS, the submission of a grant application to the New Jersey Law Enforcement Wellness and Resiliency Grant Program requires authorization from the governing body; and

WHEREAS, the Township Council of the Township of Franklin desires to authorize the submission of a grant application to the New Jersey Law Enforcement Wellness and Resiliency Grant Program;

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

1. The Township of Franklin hereby authorizes the submission of a grant application to the New Jersey Law Enforcement Wellness and Resiliency Grant Program (NJLEWRG).
2. The Public Safety Director and/or their designee is hereby authorized to execute and submit the grant application and any related documents necessary for participation in the New Jersey Law Enforcement Wellness and Resiliency Grant Program.
3. In the event that the grant application is approved, the Public Safety Director and/or their designee are hereby authorized to execute any and all documents necessary to accept the grant funding and implement the grant program.
4. This resolution shall take effect immediately upon adoption.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**2026 NEW JERSEY LAW ENFORCEMENT
WELLNESS AND RESILIENCY GRANT**



**PROGRAM ADMINISTRATION
AND GUIDELINES**

December 2025

OVERVIEW

The New Jersey Law Enforcement Wellness and Resiliency Grant Program (NJLEWRG) will provide funding to New Jersey law enforcement agencies to implement wellness and resiliency initiatives designed to support the physical, mental, emotional, and financial health of officers and employees. Programs will promote officer wellness and resiliency by providing funding for initiatives, including but not limited to counseling services, wellness training and programs, physical fitness enhancements, peer support, and the development of spaces or tools that improve officer health and well-being. Funding for this initiative is provided under the State Fiscal Year 2026 budget.

I. ADMINISTRATION

This document is intended to assist in the application, implementation, reporting, and compliance processes for the NJLEWRG Program. The NJLEWRG Program is administered by the Office of the Attorney General (OAG), Department of Law & Public Safety (LPS), through the Office of Policing Strategy & Innovation (OPSI).

A total of \$500,000.00 will be awarded on a competitive basis to eligible New Jersey law enforcement agencies to implement wellness and resiliency initiatives designed to support the physical, mental, emotional, and financial health of officers and employees. Individual grant awards will not exceed \$50,000. The grant period is April 1, 2026, to December 31, 2026.

No-cost extensions may be considered on a case-by-case basis.

OPSI reserves the right to decline any application for grant funding and to make awards in amounts that may be other than requested.

Information contained in grant applications may not be considered confidential pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Do not include any information from any source in the grant application that you believe should not be made available for public review. Denoting information contained in your application as “confidential” or “not subject to public review” may not, standing alone, exempt the included information from public review.

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

All inquiries concerning this grant application process should be directed to:

Office of the Attorney General
Office of Policing Strategy & Innovation (OPSI)
OPSI.NJLEWellness@njoag.gov

ELIGIBILITY

Organizations which may apply for funding under this program are any state, county, or municipal law enforcement agency in New Jersey whose staff are licensed by the Police Training Commission (PTC.) This includes public college and university police departments and correctional law enforcement agencies.

II. PROGRAM GUIDELINES

- The proposed program must promote employee wellness, resiliency, and employee well-being within a law enforcement agency.
- Acceptable uses of grant funds include the renovation of wellness or fitness spaces; acquisition of fitness or wellness equipment; development of counseling or mental health programs; peer support and wellness training; or other LPS approved wellness initiatives.
- Funds may also support agency-led wellness events, financial literacy programs, and professional development related to health, wellness, stress management and resilience.
- Agencies are encouraged to design programs that benefit the majority of agency members and foster long-term cultural change around wellness and support.
- Grant funds may supplement, but not supplant, existing budgets or previously allocated wellness funding.
- Agencies must comply with all OPSI reporting, monitoring, and audit requirements as detailed in these Guidelines and with the Grant Award.
- Grant funding will be provided on a reimbursement basis, upon approval of financial and programmatic program reports and supporting documentation submitted as required.

III. APPLICATION REQUIREMENTS

To be considered for funding, an eligible applicant must file a completed application, in accordance with the requirements of the program, by the submission deadline. Late or incomplete applications will not be eligible for funding. Any agency wishing to participate in the NJLEWRG Program must obtain and complete application materials, located on the OAG website at <https://www.njoag.gov/resources/grant-opportunities/>.

A complete application must include the following:

- Applicant Information Form
- Project Narrative Form
- Project Workplan
- Budget Detail Worksheet and Narrative
- Application Authorization
- Chief Executive Application Certification
- Federal Single Audit Certification
- Proof of Federal Single Audit Compliance (if applicable)
- State Single Audit Certification
- Department of Law & Public Safety Debarment and Suspension Certification

- Proof of Debarment and Suspension Certification
- High-Risk Disclosure Form

SUBMISSION

Complete application packages must be transmitted electronically to OPSI.NJLEWellness@njoag.gov, with the subject line “*Wellness Grant Application – [Agency Name]*” no later than 4pm on February 6, 2026.

PROJECT NARRATIVE FORMAT

The project narrative must specifically describe the way the grant funds will be used to carry out the proposed program to implement wellness and resiliency initiatives designed to support the physical, mental, emotional, and financial health of officers, civilian employees, retirees, and their families of the applicant agency.

Using the application form provided, respond the following requirements. Points will be given, as provided below, based on the strength of each category.

1. **Statement of Need (20 points):** Outline the issues or gap of resources the funding will address. Include the total number of law enforcement and civilian personnel in your agency AND the number of employees this initiative is proposed to impact. Provide the percentage of total agency employees who will have access to the proposed activities. Identify if this project will be expanded to retirees and family member of employees.
2. **Project Narrative (25 points):** Provide a narrative description of the initiative that is being proposed. This section should discuss the intent of the project and how it will be implemented. Discuss how the proposed activities will impact the intended participants. Each applicant must designate a Project Director who will be responsible for the overall implementation of the project. Identify the Project Director and other key individuals who will be involved in project implementation.
3. **Project Workplan (30 points):** Using the form provided, complete and submit as an attachment the Project Workplan.
 - The Goal is a broad statement of what the grant funded project will accomplish.
 - Objectives are the specific, measurable steps to accomplish the goal.
 - Activities are the actions taken by the grant recipient or partners to achieve each objective.
 - Projected Start-up & Completion Date: These are the start date and end date of the Activity.
 - Responsible Party is the person or entity responsible for implementing the activity. It may include a position by title, partner, or contracted entity.
4. **Sustainability Plan (10 points):** Applicants must provide information about the agency’s ability to sustain the wellness resources and/or program initiatives beyond the grant period, which may include costs of operation, partnerships with community groups, and continuation of long-term engagement in this area.
5. **Budget Detail Worksheet (15 points):** Using the form provided, complete and submit the budget as an attachment. Each item requested in the budget should be described and justified in the Budget Narrative, specifically indicating why the

costs are necessary to the success of the project and correspond to the program described in the Project Narrative section of the application.

BUDGET AND FISCAL GUIDELINES

Costs must be reasonable, allocable, and necessary for the project.

Applicants must comply with the NJ State Department of Treasury, Office of Management and Budget, State Circulars, as issued and superseded, found at <http://www.nj.gov/infobank/circular>.

Applicants are encouraged to be innovative in their use of grant funds to address the agency's identified needs. Allowable costs include, but are not limited to,:

- Renovation of wellness or fitness spaces.
- Acquisition of fitness or wellness equipment.
- Development or procurement of counseling or mental health programs, peer support and wellness training, or other wellness initiatives.
- Agency-led wellness events, financial literacy programs, and professional development related to health, wellness, stress management, and resilience.
- Vehicle upfit(s) to support therapy or service animals.
- Kennels, toys, and reasonable expenses related to procurement of service animals.
- Creation or rehabilitation of meditation, therapy, or fitness spaces.
- Officer Wellness 'train-the-trainer' programs.
- Wellness speakers, training, and events benefiting the majority of agency members.
- Purchase of apps, subscriptions, or technology that promote wellness throughout the grant period.
- Counseling, mental health screenings, and services for employees, retirees, and/or family members.
- Physical fitness services.
- Overtime and or back-fill costs directly associated with participation in the grant initiative.

UNALLOWABLE COSTS

Generally, costs may be rejected if, in OPSI's determination, such costs are deemed excessive or not integral to the success of the project. All items of cost will be reviewed by OPSI to determine eligibility. Grant funds may supplement, but not supplant, existing budgets or previously allocated wellness funding. The following costs are unallowable.

- Costs incurred outside the project period (before or after).
- Staff salaries and/or new hires.
- Overtime expenses not directly related to the grant initiative.
- Staff retreats.
- Food, other than light refreshments necessary during a grant funded training or event. Pre-approval from OPSI is required for refreshments.

- Construction, including projects requiring permitting, architectural plans, or municipal approval.
- Indirect or overhead costs.
- Lobbying.

BUDGET CATEGORIES

A. PERSONNEL

Staff salaries and/or new hires are unallowable expenses for this grant program.

Overtime and or back-fill costs directly associated with participation in the grant initiative should be listed under Personnel. List each position by title and name of employee. Indicate TBD (To Be Determined) if the position or names are not currently identified. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities, duties and/or activities of each position in relationship to fulfilling the project goals and objectives.

B. FRINGE BENEFITS

Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and Unemployment Compensation. If overtime is being reflected in the budget as a cost of the project, the corresponding fringe must also be included, whether being paid for by grant funds or from another source (i.e., match).

C. TRAVEL

Travel costs are allowable if permitted under the current State Travel Regulations, 20-04-OMB, located at <http://www.nj.gov/infobank/circular>.

Mileage reimbursement cannot be charged in excess of the New Jersey State maximum of \$.47 per mile, State Treasury Circular Letter, Automobile Mileage Reimbursement Rate, 23-02-OMB. Travel costs should be projected by estimating the number of trips per person multiplied by the estimated cost per trip. Where possible, the proposed destination and purpose of the trip(s) should be listed.

In the Budget Narrative, itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation using federal per diem rates (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known.

Even if approved in the award budget, all requests for training/travel must be submitted in writing to OPSI sixty (60) days before the commencement of travel for additional approval. Written approval from OPSI must be received prior to the expenditure of funds for travel costs. Justification must include assurances that the travel is approved by the applicant agency, is permissible under current State Travel Regulations, and travel rates requested are consistent with federal per diem rates found at www.gsa.gov

D. EQUIPMENT

OPSI may approve the purchase of equipment deemed appropriate and essential to the successful operation of projects. Requests for equipment should contain adequate cost specifications, including equipment type, quantity, and estimated costs. Specific brand names

should be excluded. Explain how the equipment is necessary for the success of the project in your Budget Narrative, as well as the procurement method to be used.

List non-expendable items that to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used.) Expendable items, with a cost less than \$1,000, should be included in the "Supplies" category.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Purchase of Services" category.

An inventory of all equipment purchased with award funds or through the federal excess property program must be maintained as part of the official grant file.

Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.

Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

The agency must have procedures for maintaining equipment.

Property records must be maintained, as per NJ 07-05-OMB, and include: description of the property, serial number or other identification number, source of funding for the property, titleholder name, acquisition date, and cost of the property.

E. SUPPLIES

List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$1,000, such as books, chairs, tables) and show the basis for the computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

F. CONSULTANTS, CONTRACTS AND SUBAWARDS

List purchase of services, service contracts, service organizations, instructional costs for training seminars and other professional services costs (e.g. psychological/social services).

For each consultant enter the name, if known, service to be provided, hourly or daily fee and estimated time on the project. Consultant costs should be limited to no more than \$81.25 per hour or \$650 per 8-hour day. List all expenses to be paid from the grant to the individual consultants in addition to their fees (e.g., travel, meals, lodging, etc.).

For each Procurement Contract, provide a description of service to be procured by contract and an estimate of the cost.

For each Subaward, provide a description of service to be procured by subaward and an estimate of the cost.

Applicants are encouraged to promote free, open, and fair competition in awarding contracts.

G. OTHER COSTS

List items by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. Only the cost of facilities used for the project activities are permissible, such as office space, maintenance costs, landlines, and utilities.

APPLICATION AUTHORIZATION

Fill in the form provided with the proposed project and requested funding amounts. Complete and have signed the by the Authorized Official and Project Director, indicating that the application is authorized by the agency.

CHIEF EXECUTIVE APPLICATION CERTIFICATION

Fill in the form provided. This form must be signed by the Chief Executive of the law enforcement agency implementing the proposed grant project.

APPLICANT HIGH-RISK DISCLOSURE AND JUSTIFICATION FORM

The State of New Jersey, Department of Law and Public Safety (LPS), Division of Administration requires that all entities must submit a completed High-Risk Disclosure form with their application when applying for grant funding.

The information provided, among other pertinent information, will be used by LPS to determine whether it will consider or select the application for an award. LPS may remove from consideration, or not select for award an LPS high-risk grantee applicant, that is determined to pose a substantial risk of not meeting program goals or for other material compliance matters. In making such determinations, LPS will consider one or more of the following factors: the applicant's lack of sufficient progress in addressing required corrective actions necessary for removal of the LPS high-risk grantee designation; the nature and severity of the issues leading to or accompanying the applicant's LPS high-risk grantee designation; or the applicant's expected ability to manage grant funds and achieve grant goals and objectives.

AWARD AND POST-AWARD

RESOLUTION

Applicants are NOT required to submit resolution with their applications. However, applicants awarded funds (except State Agencies) must return a certified Resolution with the AWARD package at the AWARD stage.

The Resolution should state that the recipient unit of government/organization agrees to accept funding, the specific amount, the specific match amount (if applicable), the period of performance under the program, and the award number.

The Resolution must be certified by the recording officer and should contain the official seal. A Resolution and Certification checklist will be provided to successful applicants upon the award stage.

CIVIL RIGHTS COMPLIANCE

Applicants and subrecipients must comply with the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) and all other applicable state and federal civil rights requirements. Agencies are expected to maintain policies and training that ensure compliance.

DEBARMENT

Applicants and any contractors or vendors engaged with grant funds must not be debarred, suspended, or disqualified from conducting business with the State of New Jersey. Agencies must consult the State Treasury's debarment list prior to procurement.

NEW JERSEY PENALTIES FOR CORRUPTION OF PUBLIC RESOURCES

Misuse of public resources, including grant funds, is subject to criminal and civil penalties under New Jersey law (N.J.S.A. 2C:27-12, 2C:30-8, and 2A:32C-3). Agencies and individuals knowingly misusing or misrepresenting grant funds may face prosecution, fines, and debarment.

RECIPIENT OFFICIAL FILE

Recipients are required to maintain an auditable master file for award documents. The following documents must be available for on-site review by LPS and OPSI.

- Application and Award Documents: copies of the approved application documents for the award, the award contract, award letter, Applicant Information Form, approved budgets, Applicant Authorization, General Conditions, Special Conditions (as applicable), all project modification requests, grant adjustments, and related written approvals from OPSI.
- Financial and Programmatic Reports: copies of all quarterly detailed cost statements, quarterly programmatic progress reports, backup documentation, and annual reports, as applicable and required.
- Personnel Information: copies of all payroll evidence, hourly time reports and monthly Time and Activity Reports, as required.
- Equipment: copies of all purchase orders, receiving documents, bid or competitive quote information, paid vouchers, and inventory data.
- Consumable Supplies: copies of all purchase orders, receiving documents, invoices, and paid vouchers.
- Supplies and Operating Expenses: all space contracts and/or certificates, bid information, purchase orders, invoices, and payments.
- Travel: copies of all travel authorizations, travel vouchers, and payments; copies of training certificates or other proof of attendance.
- Banking Information: cash verification, receipts documentation, check register, canceled checks, and bank statements.

DETAILED COST STATEMENT

The recipient is required to submit financial expenditure reports or Detailed Cost Statement (DCS) comparing actual expenditures with the Approved Project Budget.

Recipients are required to submit quarterly DCSs within fifteen (15) calendar days of the end of each quarter. Applicants designated by as high risk will be required to report monthly. For each funding request, a separate State of New Jersey Payment Voucher must be submitted.

At the end of the grant period, recipients will have a 45-day liquidation period to pay any unpaid obligations that occurred during the grant period. The final Quarter report is due 15 days after the end of the grant performance period. If there are unpaid obligations at the end of the grant period, these obligations must be listed in column 4 of the report (otherwise the grant closeout process will begin.) The final “liquidation” DCS showing all paid obligations is due no later than 45 days after the grant period has ended. No additional documentation will be accepted after this date and no extensions will be granted. The DCS submitted for the liquidation period shall be marked as final.

SOURCE DOCUMENTATION REQUIREMENT

All costs charged to awards must be adequately documented. All recipients must provide supporting source documentation (e.g., invoices, hotel receipts, timesheets, payroll records, purchase orders) with their reimbursement requests. Recipients should be ensuring that their costs are allowable, mathematically accurate and correlate to the source documentation provided. Grant staff will review all recipient source documentation prior to approving reimbursement requests. Costs lacking sufficient support may not be reimbursed.

The recipient must maintain timesheets for all positions funded (award funds and match) under the award. Adequate documentation and policies must be maintained to determine appropriate funding allocations. Special care should be taken if a position is funded from more than one source. Time and effort records must account for an individual's entire day by funding source and be signed by the employee and supervisor. Daily time reported must be recorded in increments no less than 15 minutes (.25).

You may view a sample timesheet at: https://www.njoag.gov/wp-content/uploads/2024/09/2024-0923_Sample-Time-and-Activity-report.pdf

RECIPIENT FISCAL RESPONSIBILITY

The recipient must maintain a bookkeeping system, records, and auditable files to account for all grant monies spent and all matching funds contributed to the project. While a preferred system is not specified, recipients are expected to conform to accepted accounting standards.

FINANCIAL MANAGEMENT SYSTEM

The recipient is responsible for maintaining an adequate financial management system and will immediately notify OPSI when it cannot comply with these requirements.

1. The recipient's financial management system shall provide for:

a. Financial Reporting:

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.

b. Accounting Records:

Records that accurately and timely identify the source and application of funds for grant-supported activities. These records must contain information pertaining to the receipt of grant funds by source, authorizations, obligations, unobligated and unexpended balances, assets, liabilities, outlays or expenditures, and income.

c. Internal Controls:

Effective internal and accounting controls over all funds, property and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes. Controls must be established to ensure that expenditures charged to award activities are readily available to certify that such charges are accurate.

d. Budget Controls:

Comparison of actual expenditures or outlays with budgeted amounts for grant funds and match expenditures. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information.

e. Allowable Costs:

Procedures for determining reasonableness, allowability, and allocation of costs generally consistent with the provisions of Federal and State requirements.

f. Source Documentation:

Accounting records are supported by source documentation.

g. Cash Management:

Procedures to minimize the time elapsing between the advance of funds from DLP and the disbursement by the recipient, whenever funds are advanced by DLP.

2. DLP may require the submission of an “Accounting System and Financial Capability Questionnaire.”

3. DLP may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If DLP determines that the recipient’s accounting system does not meet the standards described above, additional information to monitor the grant may be required until the system meets with DLP’s approval.

FISCAL REQUIREMENTS

1. A separate account for the award project with separate accountability of receipts, expenditures, and balances for each fiscal budget period
2. Itemization of all supporting records of grant receipts, expenditures and state/local contributions (if applicable) in sufficient detail to show exact nature for each fiscal budget period.
3. Provision of data and information for each expenditure and state/local contributions with proper reference to a supporting voucher or bill properly approved.
4. Maintenance of payroll authorizations and vouchers.
5. Maintenance of a time-reporting system for personnel charged to the grant and state/local contributed services (if applicable).
6. Maintenance of records supporting charges for fringe benefits.
7. Maintenance of inventory records for equipment purchased, rented, and contributed.
8. Maintenance of inventory records for consumable supplies purchased.
9. Provisions for payment by check.
10. Maintain timesheets describing work activity, signed by the employee and supervisor, to document hours personnel worked on grant-related activities. All hours worked must be accounted for.

RETENTION OF RECORDS

All grant records of the grantee and its subrecipients and contractors and vendors, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, and canceled checks must be retained for a period of at least seven years. The retention period starts from the date of the receipt of the final expenditure report.

Records must be retained beyond the seven-year period if an audit is in process and/or findings of a completed audit have not been resolved satisfactorily. Also, records must be retained beyond seven years if there is any litigation, claim, negotiation, or action started before the end of the seven-year period.

FUND PAYMENT

All payments made to the recipient shall be recorded by the recipient in accounting records separate from all other fund accounts, including funds derived from other grant awards.

GRANT AWARD MODIFICATIONS

The grant budget is the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project as approved during the grant application and award process.

Recipients are required to report all deviations from the approved budget and Project Workplan, and to receive prior written approvals for budget revisions and modifications. To request a budget revision, recipients are required to submit a written explanation to, and receive written approval from, OPSI. Depending upon nature of request, new budget may be required.

Recipients will be required to request approval of budget revisions or grant modifications for the following reasons:

- Changes in the scope, objective, key personnel, the timing of the project or deviations from the approved budget.
- Need to extend the grant period.
- Provide financial assistance to a third party by sub-contracting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
- Adjustments between cost categories and/or shifts of funding to cost categories that are not part of the approved budget.

PROGRAMMATIC REPORTING PROCEDURES

Agencies must provide programmatic Reports as required by OPSI. Reports must include progress toward deliverables, use of funds, and measurable outcomes related to officer wellness and resiliency. All reporting forms and instructions will be provided with award documents.

AUDIT REQUIREMENTS

The Recipient must comply with audit requirements located in the State Treasury Department, State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08- OMB, 2 CFR Part 200, Subpart F, Audit Requirements (2 C.F.R. § 200.500, et seq.), and the Government Accountability Office's Generally Accepted Government Auditing Standards (also known as the Yellow Book).

The State of New Jersey, Department of Law and Public Safety, Division of Administration, Grant Operations requires that applicants complete a Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. The applicant's Chief Financial Officer or designee should complete the form provided. An applicant that expends \$1,000,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

The State of New Jersey, Department of Law and Public Safety, Division of Administration, Grant Operations requires that applicants complete a State Single Audit Requirement Certification. The applicant's Chief Financial Officer or designee should complete the form

provided. Applicants must comply with the following State audit requirements outlined in OMB Circular 15-08-OMB (available at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)

- A Subrecipient that expends \$1,000,000 or more in federal financial assistance or \$1,000,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$1,000,000 in federal or state financial assistance during its fiscal year, but expends \$350,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.

MONITORING OF PROGRAM PERFORMANCE

1. The recipient must assure that performance goals are being achieved.
2. The recipient shall inform OPSI of the following types of conditions which affect program objectives and performance as soon as they become known:
Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OPSI assistance required to resolve the situation.
3. LPS may, at its discretion, make site visits to:
 - a. Review program accomplishments and management control systems.
 - b. Provide such technical assistance as may be required.
 - c. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
4. LPS may also request documents related to the above independent of a site visit. In all cases, the recipient is obligated to comply with requests associated with site visits or document production.



**RESOLUTION - AUTHORIZE REFUND FOR CONSTRUCTION WATER METERS ESCROW - BH 31
SCHOOLHOUSE ROAD - CHECK #164 - \$2,194.34**

WHEREAS, the Township of Franklin, Somerset County has received escrow monies for purposes of utilizing fire hydrants for construction water as required by **Section 384-11 of the Code**; and

WHEREAS, the project has been completed and the Director of the Water Division of the Department of Public Works, has certified to the Township Clerk the amount of money actually due for said construction waters and has recommended that the balance remaining as set forth be refunded to the applicant:

Applicant:	BH 31 Schoolhouse Road
Address:	55 Talmadge Road, Edison, NJ 08837
Check #:	164
Amount Deposited:	\$3,000.00
Amount to be Deposited in Water Account:	
For Service Charge & Water Usage:	<u>\$ 805.66</u>
Amount to be Refunded:	\$2,194.3

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, Somerset County and State of New Jersey that the remaining escrow monies be refunded to the above-named applicant and

BE IT FURTHER RESOLVED that the Chief Financial Officer be and is hereby directed to refund the escrow amount herein.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to
Availability of Funds:**

Date: 1/13/2026
Account No.:
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



**RESOLUTION - AUTHORIZE STORMWATER DETENTION FACILITY MAINTENANCE AGREEMENT – THE
FOUNDATION OF THE WILF CAMPUS - 350 DEMOTT LANE (BLOCK 386.07, LOT 54.05) - ON-SITE
DETENTION BASIN & ASSOCIATED STORMWATER PIPES & STRUCTURES**

BE IT AND IT IS HEREBY RESOLVED that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey does hereby authorize the Mayor and Township Clerk to execute on its behalf Stormwater Facility Maintenance Agreement with The Foundation of the Wilf Campus for property located in the Municipality and designated on the Tax Map of the Township as Block 386.07, Lot 54.05 also known as 350 DeMott Lane in connection with the approved plan of the Development prepared by Menlo Engineering Associates, Inc., including an on-site detention basin and associated stormwater pipes and structures on proposed Lot 54.17 and the eastern boundary of proposed Lot 54.09 in Block 386.07 and in connection with preliminary and final site plan approval from the Planning Board for a ten lot residential subdivision on the property, together with associated variances and design waivers as detailed in the Resolution adopted by the Planning Board on August 2, 2023 and on a form approved by the Township Attorney, a copy of which is on file in the office of the Township Clerk and available for public inspection.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION #26-063
TOWNSHIP OF FRANKLIN**

**RESOLUTION RATIFYING A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER
CONCERNING THE TOWNSHIP OF FRANKLIN'S FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE
PLAN**

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amends the New Jersey Fair Housing Act, P.L. 1985, c.222, N.J.S.A. 52:27D-301, et seq. (the "**Amended FHA**"); and

WHEREAS, pursuant to the Amended FHA, municipalities were authorized to participate in the Affordable Housing Dispute Resolution Program (the "**Program**"), which serves as a forum to determine each municipality's share of the regional need for low- and moderate-income housing for the ten (10) year period beginning July 1, 2025 (the "**Fourth Round**"), and to review a Housing Element and Fair Share Plan setting forth how the municipality will satisfy that obligation; and

WHEREAS, on January 28, 2025, the Township Council of the Township of Franklin (the "**Township Council**") adopted a resolution to participate in the Program, which afforded the Township automatic, continuing immunity from all inclusionary lawsuits, including "builder's remedy" lawsuits; and

WHEREAS, on June 20, 2025, the Township submitted its Fourth Round Housing Element and Fair Share Plan (the "**HEFSP**") to the Program under Docket No. SOM-L-169-25 pursuant to the Amended FHA's requirements and timelines; and

WHEREAS, prior to the statutory deadline to file challenges, Fair Share Housing Center ("**FSHC**") and multiple developers filed challenges opposing the HEFSP; and

WHEREAS, the Township and FSHC have negotiated the Settlement Agreement attached hereto at Exhibit A, to resolve the challenge and receive a Compliance Certification and immunity from exclusionary zoning litigation for the Fourth Round (2025-2035); and

WHEREAS, the Township wishes to ratify the execution of the Settlement Agreement and to authorize the Mayor and Township Clerk to execute any and all documents necessary to effectuate its terms, subject to the review of legal counsel.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin (the "**Township Council**") as follows:

1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. The Township Council hereby ratifies the Settlement Agreement attached hereto at Exhibit A to resolve the pending Affordable Housing Dispute Resolution matter filed under Docket No. SOM-L-169-25 concerning the Township's Fourth Round affordable housing obligations (2025-2035), and to authorize the Mayor and Township Clerk to execute any and all documents necessary to effectuate its terms, subject to the review of legal counsel.
3. This Resolution shall take effect immediately.

SO RESOLVED, as aforesaid.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM

In the Matter of the Application of the Township of Franklin, County of Somerset
Docket No. SOM-L-169-25

WHEREAS, the Township of Franklin (the “Township” or “Franklin”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-391 et. Seq. (the “Fair Housing Act”) on January 29, 2025; and

WHEREAS, the Court entered an order on April 8, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 268 units and a Prospective Need of 659 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Township having filed its HEFSP on June 20, 2025 (“Adopted HEFSP”); and

WHEREAS, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 21, 2025, which was not processed by e-Courts until September 2, 2025; and

WHEREAS, EL-ION FRANKLIN DEVELOPMENT GR, EL AT FRANKLIN, LLC, having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 21, 2025; and

WHEREAS, DUNBAR HOMES, INC. having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 26, 2025; and

WHEREAS, MCS FRANKLIN II, LLC, PES FRANKLIN II, LLC, LLL 46, LLC, HOME AMERICA RENTAL, LLC, and FRANKLIN ASSOCIATES II, LLC having filed a challenge

pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 26, 2025;
and

WHEREAS, the Township and FSHC have agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round;

THEREFORE, the Township and FSHC agree:

Fair Share Obligations

1. The Township's Present Need or Rehabilitation Obligation is 268 units, the Township's Prior Round Obligation (1987-1999) is 766 units, the Township's Third Round Obligation (1999-2025) is 2,076 units, the Township's Fourth Round Prospective Need (2025-2035) is 659 units.

Satisfaction of Fair Share Obligations

2. The Township will address its Fourth Round Present Need via the mechanisms set forth in its filed HEFSP.
3. The Township Prior Round Obligation and Third Round Obligation have been satisfied through the mechanisms identified in the filed HEFSP and the terms of prior applicable agreements and judgments as to prior rounds of obligations, with the charts as provided in the HEFSP and set forth below:

Rounds I/II Compliance Mechanism Summary	Affordable Units	Potential Bonus Credits	Total Credits
Prior Cycle (pre-1986)			
The Lena and David T. Wilentz Senior Residence (fka. Central Jersey Home for the Aged) (<i>Senior Rentals</i>)	100		100

Society Hill I (<i>Family- For Sale</i>)	26		26
<i>Family For-Sale</i>			
Beacon Hill	73		73
Habitat for Humanity	1		1
Quail brook East	27		27
Society Hill II	56		56
Society Hill III	64		64
Society Hill VI	72		72
Wynnfield	79		79
<i>Family Rental</i>			
Countryside Apartments	48	40	88
Whitehall Gardens	100	100	200
<i>RCA</i>			
Franklin/Perth Amboy	29		29
<i>Supportive Special Needs Housing</i>			
Group Homes	48		48
Totals	723	140*	863

Round III Compliance Mechanism Summary	Affordable Units	Potential Bonus Credits	Total Credits
Prior Round Surplus	97		97
Extension of Expiring Controls	315		315
Family For-Sale			
Habitat for Humanity I & II	16		16
Habitat for Humanity III	7		7
Leewood	38		38
Levin Properties	10		10
Family Rental			
Avalon at Somerset	58	58	116
Berry Street Commons	92	92	184
Cedar Manor	28	28	56
Franklin Commons	65	65	130
Parkside Family	68	68	136
Somerset Park	84	84	168

Summerfields at Franklin	150	100	250
Voorhees Station	61	24	85
Somerset Square (Next RPM Phase)	83		83
Future RPM and Leewood Phases	130		130
Senior Rental			
Parkside Senior	70		70
Hidden Brook at Franklin/Presbyterian Homes	85		85
Independence Crossing	63		63
Supportive Special Needs Housing			
Group Homes	58		58
Totals	1,578	519	2,097

5. The Township's Fourth Round Prospective Need Obligation shall be met with the mechanisms set forth in the filed HEFSP, as well as the additional "Dunbar Homes" development, as reflected in the below chart:

Mechanism	Type	Units	Bonus	Total Credits	Tenures	Status
The Haven at Davidson (260 Davidson)	Family Rental	142	70	210	Rental	Proposed
Pomegranate Investments (347 Elizabeth Ave.)	Family Rental	100	50	150	Rental	Proposed
Royal Somerset Inn (315 Davidson Ave.)	Family Rental	130	0	130	Rental	Proposed
606-610 Franklin Blvd.	Senior Rental	120	45	165	Rental	Proposed
Dunbar Homes Inclusionary Project (Block 85, Lot 59.04)	Family Rental	11	0	11	Rental	Proposed
Surplus from Round III		19		19		
Total		522	165	687		

6. Specifically, as to the new “Dunbar Homes” mechanism, the Township will adopt zoning no later than March 15, 2026 necessary to permit the construction of an inclusionary mixed-use building with a twenty (20%) set-aside yielding eleven (11) deed-restrict affordable housing at property owned by Program challenger, Dunbar Homes, Inc., at Block 85, Lot 59.04 on the Official Tax Map of the Township of Franklin. The affordable units in the development shall be required to be constructed, deed-restricted, and affirmatively marketed in compliance with UHAC, including all requirements regarding income distribution, phasing, bedroom mix, affordability controls, and affirmative marketing.

Unit Type and Income Distribution Requirements

7. The Township and FSHC agree that the Township’s HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Township shall maintain satisfaction with such requirements for the Fourth Round:
 - a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
 - b. Family units. Pursuant to N.J.S.A. 52:27D-211(l), the Township shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with

children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).

- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
 - d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Township's Prospective Need obligation shall be very low-income units for households earning 30 percent or less of the regional median income, with half of the very low-income units being available to families.
 - e. All new construction units shall be adaptable in conformance with all applicable provisions of P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law.
 - f. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Township, statutory requirements, and the Prior Round and Third Round regulations.
8. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by this agreement or a prior court order of the trial court, the below terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units. The Parties acknowledge that The Haven at Davidson project at 260 Davidson Avenue does not individually satisfy the requirement that at least 20 percent of affordable units be three-bedroom units, but agree that waiver of this project-specific bedroom distribution is reasonable and appropriate as the Township’s Fourth Round HEFSP satisfies the 20 percent three-bedroom requirement in the aggregate and surpasses the three-bedroom set-aside at its other mechanisms including excess three-bedroom units as set forth in the HEFSP for the 315 Davidson Avenue and 347 Elizabeth Avenue developments.
- b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior rounds of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.
- c. The Township agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13

percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income. The Township shall update any references in its HEFSP to units being at 35 percent of median income to 30 percent of median income for very low income units in accordance with current law and require as such in the projects set forth for very low income units in the HEFSP. This commitment shall not be construed to amend, modify, waive, diminish, or impair any term of any prior agreement, judgment, or grant of substantive certification governing prior rounds of affordable housing obligations, nor shall it be interpreted to concede any position relating to such prior rounds.

- d. The Township agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the following community and regional organizations: FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, the Central Jersey Housing Resource Center and the New Jersey Housing Resource Center.

Process for Approval and Implementation

9. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

- a. The Township and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
- b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions. If an appeal is filed of the Court's grant or rejection of a Compliance Certification, the Parties agree to defend this Agreement and the HEFSP, as amended by this Agreement, on appeal, including in proceedings before the Superior Court, Appellate Division, or New Jersey Supreme Court, and to continue to implement the terms of the Compliance Certification if the Compliance Certification is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval and return to status quo ante. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
- c. The Township shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever

is sooner, the Township shall file the information required by Paragraph 8 and any other adopted ordinances and resolutions on eCourts.

- d. In the event of a dispute as to whether any implementing actions remain outstanding, either Party may submit correspondence to the Court no later than April 15, 2025 concerning the implementing actions alleged to be deficient along with the party's proposed approach for resolving them.
 - e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.
10. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification:
- a. The parties acknowledge that the 260 Davidson, 347 Elizabeth, 315 Davidson projects all rely on innovative sources of financing including significant contributions from the municipal affordable housing trust fund. By March 15, 2026 the Township will provide additional information as to the sources and uses of funds as part of its final HEFSP. Subject to extension by written agreement, the parties agree that these projects shall be required to submit land use development

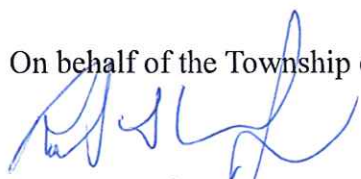
applications within one year of compliance certification and building permits pulled within two years and that this requirement is a material term of this settlement and FSHC reserves rights to seek alternative mechanisms or enforce compliance should these deadlines not be met.

- b. The Township will add Dunbar Homes into its HEFSP and adopt zoning for the Dunbar Homes, Inc. site to create a realistic opportunity for the numbers of units set forth above.
 - c. The Township will adopt a redevelopment plan by March 15, 2026, and shall adopt a redeveloper designation and provide the information required by N.J.A.C. 5:93-5.5 within one year, subject to extension by written agreement of the Parties. .
 - d. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and N.J.A.C. 5:99.
 - e. The Township will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. 5:99 before March 15, 2026.
11. The Township shall comply with all monitoring requirements within N.J.S.A. 52:27D-301 et. seq., and provide notice to FSHC of any action filed pursuant to the midpoint realistic opportunity review pursuant to N.J.S.A. 52:27D-313.
 12. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has

entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

13. This Agreement shall be subject to ratification by a duly-adopted Resolution of the Township Council of the Township of Franklin, and this Agreement shall not become final, binding, or effective as to the Township unless and until such approval is granted.
14. Except where otherwise set forth in this Settlement Agreement, nothing in this Agreement shall be construed to limit, modify, waive, diminish, or impair any right, protection, entitlement, defense, or procedural safeguard afforded to the Township under the Fair Housing Act as amended, including but not limited to N.J.S.A. 52:27D-301 et seq., the regulations promulgated thereunder, Administrative Directive #14-24, or any other applicable statute, regulation, or governing law, all of which are expressly preserved.

On behalf of the Township of Franklin:



ROBERT G. VORAWLUCKE JR.

Date: 12/31/2025

On behalf of Fair Share Housing Center:



Adam M. Gordon, Esq.

Date: December 31, 2025



**RESOLUTION - AUTHORIZE PLACE-TO-PLACE PLenary RETAIL CONSUMPTION LICENSE TRANSFER -
FRANKLIN PLAZA PLUS, LLC, T/A HIDEAWAY CAFÉ - 3211 ROUTE 27, UNIT #1, FRANKLIN PARK, NJ
08823**

WHEREAS, an application has been filed for a place-to-place transfer of Plenary Retail Consumption License 1808-33-005, heretofore issued to Franklin Plaza Plus, LLC, t/a Hideaway Cafe, an inactive license; and

WHEREAS, the submitted application form is complete in all respects and the transfer fees have been paid;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

BE IT RESOLVED that the Mayor and Council of the Township of Franklin, Somerset County, New Jersey do hereby approve, effective January 13, 2026, the Place-to-Place Transfer of the aforesaid Plenary Retail Consumption licensed premises, from being an inactive license to its new location at 3211 Route 27, Unit #1, Franklin Park, NJ 08823, Somerset, New Jersey, and does hereby direct the Township Clerk to endorse the license certificate as follows: "This license, subject to all of its terms and conditions, is hereby transferred to premises located at 3211 Route 27, Unit #1, Franklin Park, NJ 08823."

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk



**RESOLUTION - AWARD EMERGENCY HOUSING REHABILITATION CONTRACT - 184 SCOBEE LANE,
SOMERSET - BRESCORE, LLC - REPLACE HVAC UNIT & CONDENSER, REPAIR SWITCH BOX & PROVIDE
NEW THERMOSTAT - AMOUNT NOT TO EXCEED \$13,675.00**

WHEREAS, the Township of Franklin has identified an emergency need for housing rehabilitation services at 184 Scobee Lane, Somerset, New Jersey; and

WHEREAS, the emergency work includes the replacement of an HVAC unit and condenser, repair of a switch box, and provision of a new thermostat; and

WHEREAS, the Township has determined that an emergency exists requiring immediate action to protect the health, safety, and welfare of the residents and/or to prevent further damage to the property; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, emergency contracts may be awarded without public advertising for bids when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, Brescore, LLC has submitted a proposal, to perform the necessary emergency housing rehabilitation work at 184 Scobee Lane, Somerset, New Jersey, in an amount not to exceed \$13,675.00; and

WHEREAS, the Township has determined that Brescore, LLC is qualified to perform the required work and that the proposed pricing is fair and reasonable under the emergency circumstances; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose and has certified availability of funds as required by N.J.A.C. 5:30-5.4; and

WHEREAS, this contract is awarded pursuant to the emergency contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and is therefore exempt from the public bidding requirements;

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

1. The recitals set forth above are incorporated herein as though fully set forth at length.
2. The Township Council hereby awards an emergency housing rehabilitation contract to Brescore, LLC for the replacement of an HVAC unit and condenser, repair of a switch box, and provision of a new thermostat at 184 Scobee Lane, Somerset, New Jersey, in an amount not to exceed \$13,675.00.

Franklin Township

In Somerset County



3. The Mayor and Township Clerk are hereby authorized to execute a contract with Brescore, LLC, and any other documents necessary to effectuate this award, in a form acceptable to the Township Attorney.
4. This contract is awarded without competitive bidding as an emergency contract pursuant to N.J.S.A. 40A:11-6 and in accordance with the Local Public Contracts Law.
5. A notice of this emergency contract award shall be published once in the official newspaper of the Township within ten (10) days of the passage of this resolution, as required by N.J.S.A. 40A:11-6.
6. This resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/13/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: T-20-56-99-0000-002
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance



RESOLUTION - AWARD EMERGENCY HOUSING REHABILITATION CONTRACT - 183 COLUMBUS DRIVE, FRANKLIN PARK - BRESORE, LLC - REPLACE HVAC UNIT & CONDENSER & PROVIDE NEW THERMOSTAT - AMOUNT NOT TO EXCEED \$12,750.00

WHEREAS, the Township of Franklin has identified an emergency need for housing rehabilitation services at 183 Columbus Drive, Franklin Park, New Jersey; and

WHEREAS, the emergency work includes the replacement of an HVAC unit and condenser and provision of a new thermostat; and

WHEREAS, the Township has determined that an emergency exists requiring immediate action to protect the health, safety, and welfare of the residents and/or to prevent further damage to the property; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, emergency contracts may be awarded without public advertising for bids when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, Brescore, LLC has submitted a proposal, to perform the necessary emergency housing rehabilitation work at 183 Columbus Drive, Franklin Park, New Jersey, in an amount not to exceed \$12,750.00; and

WHEREAS, the Township has determined that Brescore, LLC is qualified to perform the required work and that the proposed pricing is fair and reasonable under the emergency circumstances; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose and has certified availability of funds as required by N.J.A.C. 5:30-5.4; and

WHEREAS, this contract is awarded pursuant to the emergency contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and is therefore exempt from the public bidding requirements;

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

1. The recitals set forth above are incorporated herein as though fully set forth at length.
2. The Township Council hereby awards an emergency housing rehabilitation contract to Brescore, LLC for the replacement of an HVAC unit and condenser and provision of a new thermostat at 184 Scobee Lane, Somerset, New Jersey, in an amount not to exceed \$12,750.00.

Franklin Township

In Somerset County



3. The Mayor and Township Clerk are hereby authorized to execute a contract with Brescore, LLC, and any other documents necessary to effectuate this award, in a form acceptable to the Township Attorney.
4. This contract is awarded without competitive bidding as an emergency contract pursuant to N.J.S.A. 40A:11-6 and in accordance with the Local Public Contracts Law.
5. A notice of this emergency contract award shall be published once in the official newspaper of the Township within ten (10) days of the passage of this resolution, as required by N.J.S.A. 40A:11-6.
6. This resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

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IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/13/2026.

Ann Marie McCarthy
Township Clerk

Verified and Encumbered as to Availability of Funds:

Date: 1/13/2026
Account No.: T-20-56-99-0000-002
PO No.: TBD

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

**2026 Board/Committee/Commission
Appointments/Reappointments**

Board/Commission	Position	Current Appointee	25 FDS	Mtg. Attend. %	Interested Reappt.	Term	2026 Appointee	Term Expiration
SC Cultural & Heritage Adv Comm	Franklin Representative	Vacant	n/a	n/a	n/a	1 yr		12/31/2026
Clean Communities Committee	Regular Member	Vacant	n/a	n/a	n/a	1 yr		12/31/2026
Clean Communities Committee	Regular Member	Vacant	n/a	n/a	n/a	1 yr		12/31/2026
Advisory Board of Health	Alternate Member #2	Vacant	n/a	n/a	n/a	2 yrs		12/31/2027
Advisory Recreation Council	Regular Member	Peter Melillo	n/a	82%	NO	3 yrs		12/31/2028
Advisory Recreation Council	Regular Member	Vacant	n/a	n/a	n/a	3 yrs		12/31/2028
Advisory Recreation Council	Regular Member	Vacant	n/a	n/a	n/a	3 yrs		12/31/2027
Board of Adjustment (Zoning)	Alternate Member #1	Faraz Khan	NO	58%	Yes	2 yrs		12/31/2027
Board of Adjustment (Zoning)	Alternate Member #4	Shubhendu Singh	Yes	95	NO	2 yrs		12/31/2027
Environmental Commission Member	Alternate Member #2	Ellen Vastola	n/a	100%	Yes	2 yrs		12/31/2027
Hamilton Street Advisory Board	100% Residential Owner	Vacant	n/a	n/a	n/a	3 yrs		12/31/2026
Hamilton Street Advisory Board	SID Property Owner	Vacant	n/a	n/a	n/a	3 yrs		12/31/2028
Hamilton Street Advisory Board	Resident At-Large	Benjamin Guy	n/a	100%	See Email	1 yr		12/31/2026
Historic Preservation Adv Comm	Regular Member	Vacant	n/a	n/a	n/a	4 yrs		12/31/2029
Historic Preservation Adv Comm	Regular Member	Vacant	n/a	n/a	n/a	4 yrs		12/31/2029
Historic Preservation Adv Comm	Alternate Member #2	Vacant	n/a	n/a	n/a	2 yrs		12/31/2026
Human Relations Commission	Regular Member	Linda M. Montgomery-Williams	n/a	38%		3 yrs		12/31/2028
Human Relations Commission	Regular Member	Shubhendu Singh	n/a	50%	NO	3 yrs		12/31/2028
Planning Board	Alternate #1 Member	Marc Dancy	Yes	80%		2 yrs		12/31/2027
Planning Board	Alternate #2 Member	Vacant	n/a	n/a	n/a	2 yrs		12/31/2026
Senior Citizen Advisory Committee	Non SC Member	Vacant	n/a	n/a	n/a	1 yr		12/31/2026