**TOWNSHIP OF FRANKLIN**
**Township Council**
**Agenda**
**Tuesday, February 10, 2026**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Invocation - *Councilman Onyejiaka***
4. **Roll Call**
5. **Ward 1 Councilmember Vacancy**
   - *a)* Presentation of Candidates
   - *b)* Public Hearing on Councilmember Ward 1 Vacancy Only
   - *c)* Appointment of Ward 1 Councilmember (Term Ending November 3, 2026)
   - *d)* Administer Oath of Office
   - *e)* Remarks by New Councilmember
   - *f)* Roll Call
   - *g)* Appointments as Council Liaison and Standing Committees
6. **Commendations & Proclamations**
   - *a)* Black History Month Proclamation (Onyejiaka/Wright)
     Black History Month 2026.docx
   - *b)* American Heart Month Proclamation (Kharazi)
     American Heart Month 2026.docx
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**

*a)* Township Council - Work Session/Regular Meeting - November 25, 2025
251125 WSRegular Meeting.pdf

*b)* Township Council - Work Session/Regular Meeting & Executive Session - December 9, 2025
251209 WSRegular Meeting.pdf

*c)* Township Council - Reorganization Meeting - January 3, 2026
260103 - Reorganization Meeting.pdf

*d)* Township Council - Work Session/Regular Meeting & Executive Session - January 13, 2026
260113 - Work Session-Regular Meeting.pdf

*e)* Township Council - Work Session/Regular Meeting - January 27, 2026
260127 - Work Session-Regular Meeting.pdf

**13. Approval of Warrants**

*a)* Warrants - February 10, 2026
260210 - Warrants (Bill List) Summary #3.pdf
260210 - Purchase Order Listing By Vendor Id.pdf
260210 - Check Register By Check Date.pdf

**14. FY2026 Community Development Block Grant**

*a)* Presentation of FY2026 CDBG Program Schedule

*b)* Public Hearing on FY2026 CDBG Program Schedule

**15. Public Hearing & Adoption of Ordinances on Second 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. Ordinances on Introduction & First Reading**

*a)* Ordinance No. 4494-26 - Ordinance Amending the Municipal Code of the Township of Franklin, County of Somerset, State of New Jersey, More Particularly Chapter 180, Fees, Article IV, Miscellaneous Fees
4494-26 - Amend Chapter 180 - Fees - Adopted.docx

*b)* Ordinance No. 4495-26 - Ordinance Granting Surface Utility Easement and Temporary Surface Easement for the Approved Major Disposal/Diversion of 0.14 Acres of Green Acres Encumbered Parkland at Block 383, Lot 43.01, Castleton Park, 816 Easton Avenue, Somerset, New Jersey
4495-26 - Castleton Park Easement.docx
Ordinance Accepting Diversion and Granting Easement_with attorney revisions_011326.docx
SHC1808005 Signed SHC Summary.pdf

Map of Diversion Area_Castleton Park_2024_condensed.pdf
Easton Ave Surface Easement_prepared by Sunoco_010526.pdf

*c)* Ordinance No. 4496-26 - An Ordinance Replacing Article XXXIII - Affordable Housing Development Fees of the Land Use Ordinance of the Township of Franklin (Somerset County) to Address the Requirements of the Fair Housing Act (FHA) and the Uniform Housing Affordability Controls (UHAC) Regarding Compliance with the Franklin's Affordable Housing Obligations
4496-26 - Development Fee Ordinance.docx

*d)* Ordinance No. 4497-26 - An Ordinance Repeal and Replace Chapter 81 of the Municipal Code of the Township of Franklin to Address the Requirements of the Fair Housing Act (FHA) and the Uniform Housing Affordability Controls (UHAC) Regarding Compliance with the Franklin's Affordable Housing Obligations and to Make Related Amendments to the Municipal Code
4497-26 - Affordable Housing Ordinance.docx

**17. Consent Agenda**

*a)* Resolution #26-076 - Confirm Appointment of Rossana Gutierrez as Chief Financial Officer
26-076 - Confirm Appointment Chief Finance Officer.docx

*b)* Resolution #26-077 - Confirm Appointment of Tiffany Esquilin as Tax Collector (Collector of Revenue)
26-077 - Confirm Appointment of Tax Collector (Collector of Revenue).docx

*c)* Resolution #26-078 - Confirm Appointment of John Gillooly as Tax Assessor
26-078 - Confirm Appointment of Tax Assessor.docx

*d)*
Resolution #26-079 - Authorize Tax Title Lien Redemptions

26-079 - Tax -WaterTitle Lien Redemptions.docx

*e)* Resolution #26-080 - Authorize Refund of Tax/Water Overpayments
26-080 - Refund Tax & Water Overpayments.docx

*f)* Resolution #26-081 - Adjust Water Charges as a Result of Water Leak Hardships
26-081 - Adjust Water Charges - Hardship.docx

*g)* Resolution #26-082 - Authorize Release of Performance Guarantees - Diamond Investors & Builders LLC – Dockets ZBA-19-00030/BRA-20-031 – Drywell Bonds & Plan Review Escrow
Drywell Bond - 61 Juliet Ave - Cash - $3925.00 - 01-12-2021.pdf
ZBA-19-00030- 61 JULIET AVE - PLAN ESCR RELEASE LOG.pdf
Drywell Bond - Market St - Cash $4625.00 - 01-12-2021.pdf
26-082_-_Release_PG_-_Diamond_Investors_&_Builders_LLCdocx.docx

*h)* Resolution #26-083 - Award Bid - Franklin Township Police Department Skylight

Replacement (B25-025-ENG) - In-Line Architectural Glass and Metal Inc - Not to Exceed $118,000.00
26-083 - Award Bid - PD Skylight Replacement.docx
Skylight Replacement Bid Tab.pdf

*i)* Resolution #26-084 - Award Non-Fair and Open Professional Services Agreement - Integrity Health, LLC - Administrative Services in Connection with Health Care Services (MC-NF-0036-26) - CY2026 - Amount Not to Exceed $335,000.00
26-084 - Award NFO Contract - Integrity Health LLC - Health Care Services.docx

*j)* Resolution #26-085 - Extend Competitive Contract - Consulting Services to Administer CDBG Program (MC-COM-0007-25) - ASPI Consulting Services - Amount Not to Exceed $55,000.00 (Year 2)
26-085 - Extend Competitive Contract - CDBG Admin Services - Year 2.docx

*k)* Resolution #26-086 - Authorize Grant Submission – 2026 Local Recreation Improvement Grant (LRIG) – Grosso's Grove improvements- $75,000.00
26-086 - Grant Submission - 2026 LRIG - Grosso Grove Improvements.docx
26-xxx_-_Grant_Application_-_Local Recreation Improvement Grant.docx

*l)* Resolution #26-087 - Resolution of the Township of Franklin Regarding the Endorsement of Adult Use Cannabis in New Jersey
26-087 - Mark Healey - Cannabis Support Letters.docx

*m)* Resolution #26-088 - Award Non-Fair and Open Professional Services Agreement - LEW Environmental Services - Perform Lead-Based Paint Inspections Pursuant to P.L. 2021, C. 182
26-088 - Award NFO PSA - Lead Paint Inspectionsa.docx
Pr4951_Franklin_Twp_Somerset_1-29-2026_JP.pdf
4432-24 - Lead Testing Ordinance - Adopted.docx

*n)* Resolution #26-089 - Authorize Refund for Construction Water Meter Escrows
26-089 - Refund Construction Water Meter Escrows.docx

*o)* Resolution #26-090 - Authorize Stormwater Detention Facility Maintenance Agreement - Awakening Dawn, LLC (c/o Stephen Sliwka) - Block 507.28, Lots 13.02 & 13.03 - 163 & 165 Cedar Grove Lane -Maintenance of Small-Scale Infiltration Basin (IB-1) & Pervious Paving System (PP-1)
26-090 - Stormwater Agreement - 163-165 Cedar Grove Lane.docx

*p)* Resolution #26-091 - Authorizing the Execution of a Developer Agreement with Dunbar Homes, Inc. - Block 85, Lot 59.04 - Intersection of Hempstead Drive and Route 27
26-091 - Developers Agreement - Dunbar Homes.docx
Developers Agreement - Dunbar Homes.pdf

*q)* Resolution #26-092 - Authorizing the Execution of a Developer Agreement with Haven, LLC - Block 468.01, Lot 15.01 - 260 Davidson Avenue
26-092 - Developers Agreement - Haven LLC.docx

Developers Agreement - Haven LLC.pdf

*r)* Resolution #26-093 - Authorizing the Execution of a Developer Agreement - Pomegranate Investments, LLC - Block 501.1, Lot 1 - 347 Elizabeth Avenue
26-093 - Developers Agreement - Pomegranate Investments.docx
Developers Agreement - Pomegranate Investments.pdf

*s)* Resolution #26-094 - Authorize the Execution of a Developer Agreement - Royal Somerset Inn, LLC - Block 502.01, Lots 47.02, 50.01, 51.01 & 52.01 - 315 Davidson Avenue
26-094 - Developers Agreement - Royal Somerset Inn.docx
Developers Agreement - Royal Somerset Inn.pdf

*t)* Resolution #26-095 - Authorizing Increase in Bid and Quote Threshold Pursuant to N.J.S.A. 40A:11-3
26-095 - Increase Bid & Quote Thresholds.docx

*u)* Resolution #26-096 - Authorize Shared Service Agreement - Qualified Purchasing Agent - Woodbridge Township
26-096 - Authorize SSA - Woodbridge - QPA.docx
DRAFT Shared Services Agreement Franklin Township _ QPA.docx
Resolution _ Franklin _ QPA.docx

*v)* Resolution #26-097 - Authorizing the Submission of a Grant Application to the New Jersey Department of Environmental Protection - Bureau of NJPDES Stormwater Permitting - 2025 Leaf Composting Grant Program
26-097 - Grant Submission - 2025 - Leaf Composting Grant Program.docx

*w)* Resolution #26-098 - Confirm Appointment of Catherine Gantner-Wilbur as Deputy Tax Assessor
26-098 - Confirm Appointment of Deputy Tax Assessor.docx

*x)* Resolution #26-099 - Award Fair & Open Professional Service Agreement & Appointment - 2026 Bond Counsel (MC-FO-0008-26-3.1) - Everett M. Johnson, Esq. - Wilentz Attorneys at Law
26-099 - Award FO PSA & Appoint - Bond Counsel 2026.docx

**18. Resolutions, Voted on Separately - *None***

**19. Old Business**

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

**20. Executive Session**

*a)* Resolution #26-100 - Authorize Executive Session - Attorney/Client Privilege - Pending Litigation

26-100 - Executive Session Resolution.docx

**21. Adjournment**

# Franklin Township

**SOMERSET COUNTY**
**MAYOR & TOWNSHIP COUNCIL**

## PROCLAMATION

**WHEREAS**, Black History Month provides an opportunity to honor the extraordinary contributions, achievements, and resilience of African Americans throughout our nation's history; and

**WHEREAS**, the 2026 theme for Black History Month, "African Americans and the Arts," celebrates the profound impact of Black artists, musicians, writers, performers, and creators who have shaped American culture and enriched our society; and

**WHEREAS**, Franklin Township is home to a diverse community that values inclusion, equality, and the celebration of our multicultural heritage; and

**WHEREAS**, African Americans have made immeasurable contributions to Franklin Township and Somerset County through leadership in education, business, public service, the arts, and community development; and

**WHEREAS**, the observance of Black History Month reminds us of the ongoing struggle for civil rights, social justice, and equal opportunity, and calls us to recommit ourselves to building a more equitable society; and

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin Township Council does hereby proclaim February 2026 as **BLACK HISTORY MONTH** in Franklin Township, Somerset County, New Jersey, and encourages all residents to participate in ceremonies, programs, and activities that honor the contributions of African Americans to our community, our state, and our nation.

**BE IT FURTHER RESOLVED** that we call upon all residents to commit themselves to the principles of equality, justice, and mutual respect, and to work together toward a future where all people are valued and their contributions celebrated.

Kimberly Francois, Councilwoman

Phillip Kramer, Mayor

February 10, 2026

# Franklin Township

**SOMERSET COUNTY**
**MAYOR & TOWNSHIP COUNCIL**

## PROCLAMATION

**WHEREAS**, cardiovascular disease, including heart disease and stroke, remains the leading cause of death in the United States, claiming more than 900,000 lives annually; and

**WHEREAS**, heart disease and stroke account for more deaths than all forms of cancer combined, and one in three Americans will die from cardiovascular disease; and

**WHEREAS**, approximately 80% of cardiovascular disease cases are preventable through healthy lifestyle choices, including regular physical activity, healthy eating, not smoking, and managing blood pressure, cholesterol, and blood sugar levels; and

**WHEREAS**, National Wear Red Day, observed on the first Friday in February, raises awareness about heart disease in women, which remains the leading cause of death for women in America; and

**WHEREAS**, by raising awareness about cardiovascular health during American Heart Month, we can inspire residents to take action to protect their hearts and the hearts of their loved ones;

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin Township Council does hereby proclaim February 2026 as **AMERICAN HEART MONTH** in Franklin Township, Somerset County, New Jersey, and encourages all residents to:

- Learn about their personal risk factors for heart disease and stroke;
- Adopt heart-healthy behaviors including regular exercise, nutritious eating, and stress management;
- Schedule regular health screenings and checkups;
- Learn CPR and how to use an AED;
- Support community efforts to promote cardiovascular health and wellness;
- Wear red on National Wear Red Day to show support for heart health awareness.

**BE IT FURTHER RESOLVED** that Franklin Township Council urges all residents to make their heart health a priority and to support family members, friends, and neighbors in their efforts to live heart-healthy lives.

Alex Kharazi, Deputy Mayor

Phillip Kramer, Mayor

February 10, 2026

**TOWNSHIP OF FRANKLIN**
**Township Council**
***Minutes***
**November 25, 2025**

Due to the lack of a quorum at 7:00 p.m., the Township Council read and presented Commendations and Proclamations. The meeting opened afterwards.

## COMMENDATIONS & PROCLAMATIONS

***Thanksgiving Proclamation***

Mr. Kharazi presented the following proclamation:

**WHEREAS**, the tradition of Thanksgiving has been celebrated in America for centuries as a time to gather with family and friends to express gratitude for the blessings we have received; and

**WHEREAS**, the residents of Franklin Township have much to be thankful for, including our strong sense of community, dedicated public servants, thriving local businesses, excellent schools, and the natural beauty that surrounds us; and

**WHEREAS**, we are grateful for the first responders, healthcare workers, educators, volunteers, and all those who serve our community with dedication and compassion throughout the year; and

**WHEREAS**, Thanksgiving reminds us of our responsibility to care for our neighbors, particularly those facing hardship, and to support the charitable organizations and food banks that provide essential services to those in need; and

**WHEREAS**, this season calls us to reflect on the diversity and resilience of our community, and to celebrate the many cultural traditions that enrich Franklin Township and make it a welcoming home for all; and

**WHEREAS**, we recognize that Thanksgiving is an opportunity to come together across differences, to strengthen the bonds of friendship and family, and to renew our commitment to building a more compassionate and united community;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of Franklin Township, Somerset County, New Jersey, do hereby proclaim **Thursday, November 27, 2025,** as **Thanksgiving Day** in Franklin Township, and encourage all residents to:

- Gather safely with loved ones to share in the spirit of gratitude and fellowship
- Remember those who are less fortunate and support local charitable efforts
- Express appreciation for the many blessings we enjoy as members of this community
- Reflect on our shared values of kindness, generosity, and civic responsibility

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the Seal of Franklin Township to be affixed this 25th day of November, 2025.

***Commendation – Quovella Maeweather (former Public Safety Director) from Police Department***

Acting Public Safety Director Lloyd Fredericks presented a clock with a plaque to former Public Safety Quovella Maeweather.

***Environmental Commission Stewardship Award***

Chairman Paul Walitsky and Councilmember Ed Potosnak presented the following awards:

- Jessica Johnson, Individual Award
- Pine Grove School. Group Award
- Honorable Mentions to Franklin High School and Franklin Middle School

## CALL TO ORDER

The Work Session/Regular Meeting of the Township Council of the Township of Franklin, County of Somerset, New Jersey, was called to order by Mayor Kramer at 7:34 p.m.

Township Clerk McCarthy read the following: "In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of the Work Session/Regular Meeting of the Franklin Township Council was made by the posting on the front doors of the Municipal Building; posted on the Township's website and electronically transmitted to the officially designated newspapers indicating that this Work Session/Regular Meeting would take place at the Municipal Complex, Council Chambers at 7:00 p.m. on Tuesday, November 25, 2025."

## ROLL CALL

**Present:** Ms. Francois, Mr. Kharazi, Mayor Kramer, Mr. Potosnak, Mr. Vassanella

**Absent:** Mr. Anbarasan, Mr. Onyejiaka, Deputy Mayor Uddin, Mr. Wright

**Also Present:** Robert Vornlocker, Township Manager, Louis N. Rainone, Township Attorney and Ann Marie McCarthy, Township Clerk.

Mayor Kramer led the Pledge of Allegiance and Mr. Kharazi. led the Invocation.

## PUBLIC DISCUSSION

The Public Discussion was opened upon unanimous consent.

Multiple speakers (Kathryn Hahn, Tony Favour and Javahn Walker) urged the Council to adopt a resolution supporting the Immigrant Trust Act pending in Trenton, citing ICE activities impacting legal residents and raids at hospitals and schools; emphasized trust to ensure community cooperation with local police.

Act Highlights: protection of information, limits on cooperation, training and reporting for law enforcement, model policies for public institutions.

A resident requested authorizing a township resolution supporting immigrants, noting community ties and other municipalities (Highland Park, New Brunswick) having similar measures.

Bill Grippo, 199 Pierce Street, shared history of Sustainable Jersey adoption in the school district; noted JFK Boulevard dedication history; praised Council and local projects. He urged development of a new food bank facility due to overcrowding and parking issues. He advocated for completing the YMCA project within the Councils' terms.

Robert LaCorte, Franklin 250 Chair, reported that on January 4, 2026, "Dine with Washington and his Officers at Under the Moon/Tara Restaurant from 12-2 p.m., followed by a reenactment discussion at the Presbyterian Church on Church Street; coordination with Millstone Valley Historic Society; funds to support August "March to Yorktown".

He announced January 10, 2026, "Salute to America" at Franklin High School at 7:00 p.m.; children's choir, songs from 1776, poetry, Hamilton; project graduation refreshment fundraiser.

Luncheon menu curated by Linda Terry; wine names after three New Jersey battles; some beer will be served.

Franklin 250 website page hosts related documents; news blast planned to agencies and local media; press releases to be sent after Thanksgiving; ticket links and websites to be shared.

Signage: Existing historical marker for "Conference on Horseback" noted; potential for new sign discussed. Logistics favor street use and avoiding cemetery access; display of Washington's command flag planned.

The Public Discussion was closed upon unanimous consent.

## ADDRESS PUBLIC COMMENTS & QUESTIONS

Mayor noted the Immigrant Trust Act resolution was not on the agenda and would discuss it with Counsel.

## COUNCIL COMMENTS & REPORTS

Mr. Potosnak wished all a happy thanksgiving.

Mr. Vassanella spoke on Goal Zero initiative: increased enforcement due to rise in accidents/fatalities; grant-funded; focused around Thanksgiving. Advised to drive safely; police

will enforce laws. He warned about increased scams during the holidays. Homelessness: not a major local problem, but services available via police, county, nonprofits; statewide resource via dialing 211. Congratulated Golden Blues/Madrigals. Congratulated Pine Grove School. Announced Raritan Valley Symphonic Band holiday performance at Franklin High School theater on Sunday, December 4, 2025 at 3 p.m.; free.

Ms. Francois voiced support of Immigrant Trust Act resolution and proposed adoption at next meeting. Wished all a happy thanksgiving.

Mr. Kharazi visited to Raritan Valley Community College Workforce Training Center; programs connect learners to opportunities, employers to talent and communities to equitable growth. Recommended for high school graduates seeking skills and employment post-graduation.

Attendance at interfaith/community gatherings emphasizing gratitude, unity, and mutual respect.

Senior Citizen Advisory Committee: ongoing transportation issue – buses arriving after 10 am for club meetings. A committee member plans to ride from the central bus station to the Senior Center to understand issues and work toward solutions.

Upcoming Meetings: Advisory Board of Health on Wednesday, December 3, 7:30 p.m.; Human Relations Commission on December 16. 7:00 p.m., both in the large conference room across the hall.

Mayor Kramer wished all a happy thanksgiving.

## TOWNSHIP MANAGER'S REPORT

Mr. Vornlocker announced the annual holiday tree lighting on Friday, December 5 at the Municipal Complex from 6-8 p.m. It starts at the gazebo then moves to the Senior Center for cookies, cocoa, crafts, photos with Santa and Mrs. Claus.

He announced Second Chance for Animals Santa Paws photo event on December 6.

## APPROVAL OF MINUTES

Mayor Kramer presented the following minutes to the Township Council for their approval: Work Session/Regular Meeting of November 10, 2025

***Motion*** - Approval of Minutes

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kharazi |
| **SECONDER:** | Francois |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

## APPROVAL OF WARRANTS

Mayor Kramer presented the following warrants in the amount of $31,617,757.71 for November 25, 2025 to the Township Council for payment:

| | | |
|---|---|---|
| 1 | Current | $29,030,987.95 |
| 2 | Grant | 515,848.70 |
| 3 | Tax Title Lien | 162,744.12 |
| 4 | General Capital | 624,411.39 |
| 5 | Water | 890,520.90 |
| 6 | Water Capital | 278,754.17 |
| 11 | Recreation Trust | 5,771.81 |
| 12 | Trust Others | 69,960.00 |
| 13 | Unemployment | |
| 15 | Redevelopment | 154.00 |
| 17 | Animal Control | |
| 19 | Self Insurance | |
| 20 | Affordable Housing | 4,901.00 |
| 21 | Hamilton St Special Improvement | 98.87 |
| 30 | Payroll Agency | 15,911.17 |
| 31 | Flexible Spending | |

| | | |
|---|---|---|
| 35 | Historic Preservation | |
| 37 | Police Forfeiture | |
| 39 | Workers' Compensation | |
| 40 | Open Space | 17,198.63 |
| 42 | Redevelopment Escrow | 495.00 |
| 50 | County Improvement Authority Fund | |
| SUBTOTAL | | 31,617,757.70 |
| 51 | Escrow | |
| GRAND TOTAL | | $31,617,757.71 |

***Motion*** - Approval of Warrants

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Potosnak |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

## PUBLIC HEARING & ADOPTION OF ORDINANCES ON SECOND READING

***Ordinance No. 4484-25*** An Ordinance Releasing, Extinguishing and Vacating the Rights of the Public to a Portion of a Street Known as Executive Drive in the Township of Franklin, County of Somerset, State of New Jersey

Mayor Kramer presented the following ordinance to the Township Council for public hearing and final adoption and stated the public hearing has been noticed as required.

**AN ORDINANCE RELEASING, EXTINGUISHING AND VACATING THE RIGHTS OF THE PUBLIC TO A PORTION OF A STREET KNOWN AS EXECUTIVE DRIVE IN THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY**

The public hearing on Ordinance No. 4484-25 was opened upon unanimous consent.

No comments were made at this time.

The public hearing on Ordinance No. 4484-26 was closed upon unanimous consent.

***Motion*** - Adoption of Ordinance No. 4484-25

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Potosnak |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

***Ordinance No. 4485-25*** An Ordinance Amending the Municipal Code of the Township of Franklin, Somerset County, New Jersey, More Particularly Chapter 226, Vehicles and Traffic, Section 226-13, Parking Prohibited at all Times on Certain Streets (Brookline Avenue)

Mayor Kramer presented the following ordinance to the Township Council for public hearing and final adoption and stated the public hearing has been noticed as required.

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY, MORE PARTICULARLY CHAPTER 226, VEHICLES AND TRAFFIC, SECTION 226-13, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS (BROOKLINE AVENUE)**

The public hearing on Ordinance No. 4485-25 was opened upon unanimous consent.

No comments were made at this time.

The public hearing on Ordinance No. 4485-26 was closed upon unanimous consent.

***Motion*** - Adoption of Ordinance No. 4485-25

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Kharazi |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |

| | |
|---|---|
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

***Ordinance No. 4486-25*** An Ordinance Accepting an Easement Agreement for Pump Station and Associated Utility Infrastructure from Princeton Route 27, LLC for Premises Known as Block 5.02, Lot 53 as per Docket No. ZBA-24-00015

Mayor Kramer presented the following ordinance to the Township Council for public hearing and final adoption and stated the public hearing has been noticed as required.

**AN ORDINANCE ACCEPTING AN EASEMENT AGREEMENT FOR PUMP STATION AND ASSOCIATED UTILITY INFRASTRUCTURE FROM PRINCETON ROUTE 27, LLC FOR PREMISES KNOWN AS BLOCK 5.02, LOT 53 AS PER DOCKET NO. ZBA-24-00015**

The public hearing on Ordinance No. 4486-25 was opened upon unanimous consent.

No comments were made at this time.

The public hearing on Ordinance No. 4486-26 was closed upon unanimous consent.

***Motion*** - Adoption of Ordinance No. 4486-25

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Potosnak |
| **SECONDER:** | Vassanella |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

## CONSENT AGENDA

Mayor Kramer presented the following Consent Agenda Resolutions to the Township Council for consideration:

***Motion*** - Adopt Consent Agenda

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Potosnak |
| **SECONDER:** | Francois |
| **AYES:** | Francois, Kharazi, Kramer, Potosnak, Vassanella |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Onyejiaka, Uddin, Wright |

***Resolution #25-486*** Authorize Tax Title Lien Redemptions

**WHEREAS**, at a sale of land for delinquent taxes and all liens held by the Collector of Taxes of Franklin Township, Somerset County, various blocks and lots were sold to the attached persons; and

**WHEREAS**, said property and/or liens have been redeemed by the owners thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption in the attached specific amounts;

**NOW, THEREFORE, BE IT RESOLVED** that the amounts covering the certificates of sale, together will all the charges due the said individuals at the time of redemption be and the same are hereby ordered refunded to the said individuals, and the proper officials of the Township of Franklin, Somerset County, New Jersey are hereby authorized and empowered to execute a voucher to the said individuals in the attached amounts.

| Lienhholder | Block | Lot | Qual | Cert.# | Premium | Amount | Total |
|---|---|---|---|---|---|---|---|
| Bala Partners LLC | 37.02 | 5.04 | C1149 | 25-00094 | **900.00** | **953.53** | **1,853.53** |
| C&E Tax Lien Fund I | 34.05 | 52.05 | C0404 | 23-00033 | 5,100.00 | 9,782.53 | 14,882.53 |
| | 386.11 | 70 | | 25-00289 | 8,900.00 | 962.59 | 9,862.59 |
| | | | | | **14,000.00** | **10,745.12** | **24,745.12** |
| Christiana Trust as Custodian | 16 | 16 | | 24-00015 | **16,100.00** | **23,331.11** | **39,431.11** |
| FIG 20, LLC FBO Sec Pty | 299 | 32 | | 25-00229 | 900.00 | 569.74 | 1,469.74 |
| | 401 | 28 | | 24-00410 | 600.00 | 3,677.55 | 4,277.55 |
| | 424.08 | 14.01 | C0058 | 25-00341 | 900.00 | 1,689.22 | 2,589.22 |
| | | | | | **2,400.00** | **5,936.51** | **8,336.51** |
| Pro Cap 8 FBO Firstrust Bank | 507.14 | 56 | | 23-00279 | **28,700.00** | **44,465.82** | **73,165.82** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| RTLF-NJ II LLC | 34.07 | 16.07 | C0096 | 25-00063 | 9,600.00 | 4,449.18 | 14,049.18 |
| | 256 | 29 | | 25-00215 | 400.00 | 762.85 | 1,162.85 |
| | | | | | **10,000.00** | **5,212.03** | **15,212.03** |
| **TOTALS** | | | | | **72,100.00** | **90,644.12** | **162,744.12** |

***Resolution #25-487*** Authorize Issuance of Duplicate Tax Sale Certificates Pursuant to NJSA 54:5-52.1 - RTLF-NJ II, LLC dated October 4, 2025

**WHEREAS**, the Tax Collector of the Township of Franklin has previously issued tax sale certificates to RTLF-NJ II LLC, which certificates are dated October 4, 2025, covering separate premises listed below.

| BLOCK | LOT | | TAX SALE CERTIFICATE # |
|---|---|---|---|
| 5.02 | 71 | | 25-00003 |
| 6 | 18 | | 25-00004 |
| 9 | 11.01 | | 25-00006 |
| 20.10 | 11.02 | -C2602- - | 25-00038 |
| 34.04 | 8.01 | -C0097- - | 25-00051 |
| 34.07 | 16.07 | -C0088- - | 25-00062 |
| 34.07 | 16.07 | -C0096- - | 25-00063 |
| 34.08 | 54.01 | -C4416- - | 25-00074 |
| 34.09 | 59.02 | -C0176- - | 25-00076 |
| 54 | 13 | | 25-00108 |
| 64 | 1 | | 25-00115 |
| 68 | 2 | | 25-00117 |
| 76 | 20 | | 25-00121 |
| 85 | 56.03 | -C0107- - | 25-00127 |
| 88.02 | 92.01 | | 25-00136 |
| 148 | 19 | | 25-00151 |
| 150 | 77 | | 25-00152 |
| 150.04 | 4 | | 25-00157 |
| 155 | 1 | | 25-00158 |
| 169 | 12.01 | | 25-00164 |
| 171.02 | 243 | | 25-00170 |
| 171.02 | 340 | | 25-00171 |
| 171.02 | 380 | | 25-00173 |
| 172 | 28 | | 25-00174 |
| 180 | 15.01 | | 25-00175 |
| 180 | 68 | | 25-00177 |
| 180 | 159 | | 25-00178 |
| 183 | 83.01 | | 25-00180 |
| 193 | 35 | | 25-00185 |
| 199 | 12 | | 25-00188 |
| 218 | 10 | | 25-00197 |
| 231 | 27 | | 25-00204 |
| 237 | 22 | | 25-00206 |
| 256 | 27 | | 25-00214 |
| 256 | 29 | | 25-00215 |
| 288 | 32 | | 25-00222 |
| 296 | 10.01 | | 25-00226 |
| 298 | 18 | | 25-00227 |
| 299 | 40 | | 25-00230 |
| 307 | 11 | | 25-00232 |
| 324 | 3.01 | | 25-00236 |
| 329 | 24 | | 25-00238 |
| 335 | 3 | | 25-00240 |
| 344 | 13.01 | | 25-00245 |
| 348 | 39.01 | | 25-00249 |

| | | | |
|---|---|---|---|
| 361 | 81 | | 25-00256 |
| 362 | 26 | | 25-00257 |
| 365 | 7 | | 25-00259 |
| 366 | 13 | | 25-00260 |
| 371 | 5 | | 25-00263 |
| 380 | 5 | | 25-00272 |
| 385 | 3.01 | | 25-00276 |
| 386.01 | 1.09 | | 25-00277 |
| 386.03 | 27 | | 25-00278 |
| 386.10 | 153 | | 25-00284 |
| 386.11 | 7 | | 25-00285 |
| 386.17 | 129.70 | | 25-00293 |
| 386.17 | 129.109 | | 25-00296 |
| 386.17 | 144 | | 25-00297 |
| 386.17 | 165 | | 25-00298 |
| 386.18 | 133 | | 25-00302 |
| 408 | 2 | | 25-00308 |
| 417.02 | 10 | | 25-00312 |
| 417.02 | 193 | | 25-00315 |
| 417.02 | 203 | | 25-00316 |
| 417.02 | 335 | | 25-00318 |
| 423.01 | 35.03 | | 25-00322 |
| 424.02 | 11.137 | | 25-00325 |
| 424.02 | 23.03 | | 25-00326 |
| 424.04 | 37 | | 25-00328 |
| 424.04 | 64 | | 25-00329 |
| 424.04 | 199 | | 25-00331 |
| 424.04 | 224 | | 25-00333 |
| 424.04 | 421 | | 25-00337 |
| 424.08 | 14.01 | -C0062- - | 25-00342 |
| 424.08 | 14.01 | -C0110- - | 25-00343 |
| 424.08 | 229 | | 25-00346 |
| 424.10 | 151 | | 25-00350 |
| 427 | 11 | | 25-00356 |
| 437 | 5 | | 25-00357 |
| 468.05 | 21 | | 25-00363 |
| 471 | 44.10 | | 25-00365 |
| 476 | 10 | | 25-00369 |
| 488 | 39 | | 25-00371 |
| 507.21 | 15 | | 25-00377 |
| 513.13 | 1 | | 25-00381 |
| 513.25 | 12 | | 25-00383 |
| 516.02 | 67 | | 25-00386 |
| 518.04 | 10.04 | | 25-00388 |
| 536.01 | 3.01 | | 25-00391 |

**WHEREAS,** the purchasers of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificates and have duly filed the appropriate Affidavit of Loss with the Tax Collector;

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Council of Township of Franklin that the Tax Collector of the Township be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificates lost as preciously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997;

**BE IT FURTHER RESOLVED,** that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said certificates shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

***Resolution #25-488*** Authorize Release of Street Opening Cash Bond - Permit: 23-037 – Arco Design/ Build Industrial - Check#: 34082 - $1,610.14 - 200 Cottontail Lane

**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: | 23-037 |
| APPLICANT: | Arco Design/Build Industrial Philadelphia LLC |
| ADDRESS: | 200 N. Warner Road, Suite 430, King of Prussia, PA 19406 |
| LOCATION OF OPENING: | 200 Cottontail Lane |
| AMOUNT: | $1,610.14 |
| CHECK: | #34082 |

**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.

***Resolution #25-489*** Adopt 2026 Township Council Meeting Schedule

**WHEREAS, the Open Public Meeting Act (P.L. 1975, Chapter 231) of the Laws of the State of New Jersey, Section 13** thereof, requires the public body, at least once each year within seven (7) days following the Annual Organization or Reorganization meeting of the public body, or by January 10th to provide notice of a schedule of regular meeting of said public body to be held during the succeeding year; and

**NOW, THEREFORE, BE IT RESOLVED** on this **25th day of November, 2025,** by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey, that the meetings scheduled for the period January 1, 2026 to December 31, 2026 shall be held at the Municipal Complex, Council Chambers, 475 DeMott Lane at 7:00 p.m. on the following dates unless otherwise noted:

| | | | |
|---|---|---|---|
| January | 3 (Sat.) | Reorganization Meeting | 1:00 p.m. |
| | 13 | Work Session/Regular Meeting | |
| | 27 | Work Session/Regular Meeting | |
| February | 10 | Work Session/Regular Meeting | |
| | 24 | Work Session/Regular Meeting | |
| March | 9 (Mon.) | Budget Hearing | |
| | 10 | Work Session/Regular Meeting | |
| | 17 | Budget Hearing | |
| | 24 | Work Session/Regular Meeting | |
| April | 14 | Work Session/Regular Meeting | |
| | 28 | Work Session/Regular Meeting | |
| May | 12 | Work Session/Regular Meeting | |
| | 26 | Work Session/Regular Meeting | |
| June | 9 | Work Session/Regular Meeting | |
| | 23 | Board of Health Meeting | 6:00 pm |
| | 23 | Work Session/Regular Meeting | |
| July | 14 | Work Session/Regular Meeting | |
| August | 11 | Work Session/Regular Meeting | |
| September | 8 | Work Session/Regular Meeting | |
| | 22 | Work Session/Regular Meeting | |
| October | 13 | Work Session/Regular Meeting | |
| | 27 | Work Session/Regular Meeting | |
| November | 10 | Work Session/Regular Meeting | |
| | 24 | Work Session/Regular Meeting | |
| December | 8 | Work Session/Regular Meeting | |

**BE IT FURTHER RESOLVED** that **COURIER NEWS** and the **PRINCETON PACKET** be and they are hereby designated as those newspapers to whom adequate notice must be given in accordance with **Section 14.**

***Resolution #25-490*** Support by the Franklin Township Council for the Continued Participation, Identification of Targeted Farmland Properties, and Preservation of Eligible Farmland under the Franklin Township Municipal Planning Incentive Grant through the state Agriculture Development Committee's Farmland Preservation Program

**SUMMARY**

A resolution of support by the municipal governing body is required for participation and subsequent funding through the State Agriculture Development Committee's (SADC) Municipal Planning Incentive Grant Program (Municipal PIG). The required annual application will be submitted on or before December 15, 2025, which includes a list of all preserved farms in the Township, targeted properties for farmland preservation, meeting dates of the Agriculture Advisory Committee during 2025, and updated mapping. Participation in this program offers up to $500,000 in cost-share from the SADC for eligible applications.

**WHEREAS,** pursuant to N.J.A.C 2:76-17A, municipalities who choose to participate in the Municipal PIG Program must have an active Agriculture Advisory Committee, an adopted and current Farmland Preservation Plan, and submit an Annual Application to the SADC by December 15th each year; and

**WHEREAS,** participation in this Program provides the opportunity for cost-share from the SADC for eligible and approved farmland preservation properties; and

**WHEREAS,** the Annual Application for FY2027 will be submitted on or before December 15, 2025, and will include the following, required information:

- List and Map of preserved farms in Franklin Township
- List and Map of targeted farms in Franklin Township
- Roster of members of the AAC
- Meeting dates and location of minutes for 2025 meetings of the AAC
- Current status of Open Space Trust Fund; and

**WHEREAS,** the Franklin Township Agriculture Advisory Committee has reviewed the proposed Annual Application for FY2027 at its September and November meetings, and recommended that the Township Council authorize its submittal to the SADC, and endorse continued participation in the Farmland Preservation Program; and

**WHEREAS,** the SADC requires that a resolution of support be submitted from the municipal governing body, stating that the Township wishes to continue participation in the Municipal PIG Program and has been furnished with a copy of the Annual Application (attached).

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset, and State of New Jersey that:

1. The Township has a longstanding, proven record of strategically preserving farmland and working with landowners and the SADC to enhance the industry of agriculture at the local level.

2. The Township of Franklin wishes to continue participating in the Municipal PIG Program for the purposes of farmland preservation for FY2027; and

3. The Franklin Township Council has been furnished with a copy of the Annual Application, reviewed by the Agriculture Advisory Committee meetings, and attached to this resolution for reference.

4. The Township's Agriculture Advisory Committee continues to be very active and will meet regularly in 2026.

**BE IT FURTHER RESOLVED** that this resolution be forwarded to the State Agriculture Development Committee for attachment to the FY2027 Annual Application, submitted on or before December 15, 2025.

***Resolution #25-491*** Extend Memorandum of Understanding - Somerset County Action Program - Administration of Job Training & Development Program - November 1, 2025 to October 31, 2026

**WHEREAS**, the Township of Franklin and Somerset Community Action Program commit to administration of a job training and development program on behalf of eligible Franklin Township residents who have experienced the negative economic effects of the COVID-19 pandemic; and

**WHEREAS**, the Township of Franklin commits to funding the administration and supportive services of this grant by Somerset Community Action Program from the Coronavirus CARES Act Fund CV-3 Grant Number B-20-MW-34-0127; and

**WHEREAS,** the Township of Franklin's goals for this program are to identify training programs and secure entry for residents into programs that will lead to a career path and economic stability for eligible Franklin Township residents and the following programs may be offered: certified nursing aide, phlebotomy lab assistant, electrocardiograph certification, CDL drivers training, administrative assistant certification, Machining Fundamentals and Manual Mill Operator, and Construction Training; and

**WHEREAS,** the Township of Franklin desires to extend the original Memorandum of Understanding for one additional year from November 1, 2025 to October 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey that it hereby extends the Memorandum of Understanding between the Township of Franklin and Somerset Community Action Program for the Administration of Job Training and Development Program for an additional year from November 1, 2025 to October 31, 2026.

***Resolution #25-492*** Award Contract - NJ Cooperative Purchasing Alliance (CK04 24-38) - Subscription 1-year Renewal Adobe Creative Cloud Software - SHI - Amount Not to Exceed $24,079.50

**WHEREAS**, the Township of Franklin has a need for a one-year subscription renewal of Adobe Creative Cloud Software for use by various Township departments; and

**WHEREAS**, the purchase of goods and services through a cooperative purchasing agreement is authorized by N.J.S.A. 40A:11-11(5) and complies with the requirements of the Local Public Contracts Law; and

**WHEREAS**, the New Jersey Cooperative Purchasing Alliance has awarded Contract No. CK04 24-38 for Adobe Creative Cloud Software subscriptions; and

**WHEREAS**, SHI International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873, is an authorized vendor under the New Jersey Cooperative Purchasing Alliance Contract No. CK04 24-38; and

**WHEREAS**, SHI International Corp. has submitted a quote for a one-year subscription renewal of Adobe Creative Cloud Software in the amount of $24,079.50; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in accordance with N.J.A.C. 5:30-5.4; and

**WHEREAS**, the Mayor and Council of the Township of Franklin have determined that it is in the best interest of the Township to award this contract to SHI International Corp. through the New Jersey Cooperative Purchasing Alliance cooperative purchasing agreement;

**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 a one-year subscription renewal of Adobe Creative Cloud Software through the New Jersey Cooperative Purchasing Alliance Contract No. CK04 24-38, in an amount not to exceed $24,079.50.
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.

***Resolution #25-493*** Award Purchase - HCESC #215 Co-Op - Commercial Interiors Direct Inc. - VCT Flooring Senior Center Meeting Rooms and Storage Closets - Amount Not to Exceed $43,341.91

**WHEREAS**, the Township of Franklin has a need to install VCT (Vinyl Composition Tile)flooring in the Senior Center meeting rooms and storage closets; and

**WHEREAS**, the purchase of goods and services through a cooperative purchasing agreement is authorized by N.J.S.A. 40A:11-11(5) and complies with the requirements of the Local Public Contracts Law; and

**WHEREAS**, the Hunterdon County Educational Services Commission has awarded Co-Op Contract #215 for flooring materials and installation services; and

**WHEREAS**, Commercial Interiors Direct Inc., 1400 Lower Road, Linden, New Jersey 07036, is an authorized vendor under the Hunterdon County Educational Services Commission Co-Op Contract #215; and

**WHEREAS**, Commercial Interiors Direct Inc. has submitted a quote for the installation of VCT flooring at the Senior Center meeting rooms and storage closets in the amount of $43,341.91; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in accordance with N.J.A.C. 5:30-5.4; and

**WHEREAS**, the Mayor and Council of the Township of Franklin have determined that it is in the best interest of the Township to award this purchase to Commercial Interiors Inc. through the Hunterdon County Educational Services Commission cooperative purchasing agreement;

**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 purchase to Commercial Interiors Direct Inc., 1400 Lower Road, Linden, New Jersey 07036, for the installation of VCT flooring at the Senior Center meeting rooms and storage closets through the Hunterdon County Educational Services Commission Co-Op Contract #215, in an amount not to exceed 443,341.91.
2. This purchase 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.

***Resolution #25-494*** Authorize Final Change Order - Sidewalk Replacement at Town Hall (B24-017-ENG) - T. Fiotakis Construction - Increase from $57,015.00 to $60,392.00

**WHEREAS**, the Township of Franklin awarded a contract to T. Fiotakis Construction, Inc. for sidewalk replacement at Town Hall (Project B24-017-ENG) in the amount of $57,015.00; and

**WHEREAS**, during the course of construction, unforeseen conditions and/or additional work requirements necessitated modifications to the original contract scope; and

**WHEREAS**, T. Fiotakis Construction, Inc. has submitted a proposal for additional work required to complete the sidewalk replacement project; and

**WHEREAS**, the Township Engineer has reviewed the proposed changes and has recommended approval of this final change order; and

**WHEREAS**, this final change order will increase the contract amount by $3,377.00, from $57,015.00 to $60,392.00, representing an increase of approximately 5.92%; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in accordance with N.J.A.C. 5:30-5.4; and

**WHEREAS**, the Mayor and Council of the Township of Franklin have determined that it is in the best interest of the Township to approve this final change order to complete the sidewalk replacement project at Town Hall;

**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 Mayor and Council hereby authorize and approve a final change order to the contract with T. Fiotakis Construction, Inc. for sidewalk replacement at Town Hall (Project B24-017-ENG), increasing the contract amount by $3,377.00, from $57,015.00 to $60,392.00.
2. The total contract amount with T. Fiotakis Construction, Inc. for this project shall not exceed $60,392.00.
3. This is designated as the final change order for Project B24-017-ENG.
4. This resolution shall take effect immediately upon adoption.

***Resolution #25-495*** Establishing a Policy to Purchase Hybrid or Alternative Fuel Vehicles Whenever Practical

**WHEREAS**, the Township Council of the Township of Franklin recognizes the importance of reducing greenhouse gas emissions, improving local air quality, and promoting energy efficiency; and

**WHEREAS**, the Township further recognizes that hybrid and alternative fuel vehicles, including electric, plug-in hybrid, and compressed natural gas vehicles, can significantly reduce fuel consumption and environmental impact; and

**WHEREAS**, the Township of Franklin seeks to demonstrate leadership in sustainability and environmental stewardship through its purchasing practices; and

**WHEREAS**, it is in the best interest of the Township and its residents to establish a formal policy that prioritizes the acquisition of hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended municipal use, provide cost-effective lifecycle value, and meet operational requirements;

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

1. **Policy Established**: When purchasing or leasing new vehicles, all Township departments shall evaluate the availability, suitability, and cost-effectiveness of hybrid or alternative fuel vehicles for the intended municipal purpose.
2. **Preference Requirement**: Hybrid or alternative fuel vehicles shall be purchased in preference to conventional gasoline or diesel vehicles whenever they are determined to be practical and appropriate for the required use.
3. **Evaluation Criteria**: Departments shall consider vehicle performance, safety, total cost of ownership, infrastructure compatibility (such as charging or fueling facilities), and environmental benefits in making their selection.
4. **Exceptions**: If a hybrid or alternative fuel vehicle is not reasonably available, or if it fails to meet the operational needs of the department, justification for purchasing a conventional vehicle shall be documented and retained with the procurement record.
5. **Reporting**: The Township Manager or their designee shall annually report to the Township Council on the number and type of vehicles purchased, including the proportion that are hybrid or alternative fuel.
6. **Effective Date**: This resolution shall take effect immediately upon adoption.

***Resolution #25-496*** Issue Special Events Permit – Middlebush Reformed Church – Living Nativity – December 13, 2025 – 5-8 p.m. – Thomson Park at Middlebush Reformed Church

**WHEREAS**, an application for a Special Event in the Township of Franklin was submitted as follows:

| | |
|---|---|
| **Organization:** | Middlebush Reformed Church |
| **Event:** | Living Nativity |
| **Date:** | Saturday, December 13, 2025 |
| **Location:** | Thomson Park at Middlebush Reformed Church |
| **Time:** | 5pm to 8pm |

**WHEREAS**, said application was reviewed by the following Departments: Construction Code; Fire Prevention; Health; Parks & Recreation; Police and Zoning; and

**WHEREAS,** Middlebush Reformed Church has requested that the Permit Fee of $125.00 be waived since they represent a non-profit organization; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset, New Jersey, that a Special Event Permit will be issued to:

| | |
|---|---|
| **Organization:** | Middlebush Reformed Church |
| **Event:** | Living Nativity |
| **Date:** | Saturday, December 13, 2025 |
| **Location:** | Thomson Park at Middlebush Reformed Church |
| **Time:** | 5pm to 8pm |

**BE IT FURTHER RESOLVED** that said Special Event Permit will be issued to Middlebush Reformed Church subject to the compliance with the requirements of Township Officials, including by not limited to the Public Safety Director, Director of Fire Prevention, and the Health Director.

**ADJOURNMENT**

The meeting adjourned upon unanimous consent.

Approved:

_____
Phillip Kramer, Mayor

Date: *February 10, 2026*

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN**
**Township Council**
**Minutes**
**December 9, 2025**

The Work Session/Regular Meeting of the Township Council of the Township of Franklin, County of Somerset, New Jersey, was called to order by Mayor Kramer at 7:00 p.m.

Township Clerk McCarthy read the following: "In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of the Work Session/Regular Meeting of the Franklin Township Council was made by the posting on the front doors of the Municipal Building; posted on the Township's website and electronically transmitted to the officially designated newspapers indicating that this Work Session/Regular Meeting would take place at the Municipal Complex, Council Chambers at 7:00 p.m. on Tuesday, December 9, 2025."

## ROLL CALL

**Present:** Ms. Francois, Mr. Kharazi, Mayor Kramer, Mr. Onyejiaka, Deputy Mayor Uddin, Mr. Vassanella, Mr. Wright

**Absent:** Mr. Anbarasan, Mr. Potosnak

**Also Present:** Robert Vornlocker, Township Manager, Louis N. Rainone, Township Attorney and Ann Marie McCarthy, Township Clerk.

Mayor Kramer led the Pledge of Allegiance and Mr. Kharazi led the Invocation.

## COMMENDATIONS & PROCLAMATIONS

***Madrigals Commendation – Christmas in Rockefeller Center***

Mayor Kramer presented the following commendation:

**WHEREAS**, Franklin High School's GoldN'Blues choir, also known as the Madrigals, has been selected as the 2025 "Star Choir" winner by NBC, earning a featured performance on the nationally televised "Christmas in Rockefeller Center" broadcast on Wednesday, December 3, 2025; and

**WHEREAS**, this prestigious honor marks the first time a Franklin Township school has achieved this distinction, with the GoldN'Blues selected from more than 100 submissions from schools across the New York City media market, spanning New York, New Jersey, Connecticut, and Pennsylvania; and

**WHEREAS**, under the extraordinary leadership and dedication of advisor Ms. Kiera Radvanski, a proud Franklin High School alumna, these talented students have demonstrated remarkable discipline, professionalism, and artistic excellence in both contemporary pop a cappella and traditional Renaissance madrigal music; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Township of Franklin do hereby extend our heartfelt congratulations and commendation to:**THE FRANKLIN HIGH SCHOOL GOLDN'BLUES CHOIR f**or their outstanding achievement in being selected as the 2025 NBC Star Choir and for their upcoming performance at Rockefeller Center, and for their continued dedication to excellence in the performing arts and their service to our community.

**BE IT FURTHER RESOLVED** that we recognize and commend by name each member of the GoldN'Blues choir for their individual talent, dedication, and contribution to this historic achievement:

Alycia Pinckney, Renaldo Johnson, Cameron Freeman, Jeremy Cubias, Abigail Balda, Myles Cherette, Caitlín Mullen, Jordan Kinney, Aaron Holley, Joshua Esparra, Salma Robinson, Kaleigh-Jenne Welsh, Sarah Craft, Elimary Mendoza, Kaeyani Diggs, Aarav Patel, Analise Diaz, Jeremiah Watkins, Anthony Holley, and Praise Nnadozie.

Each of these outstanding young people has worked tirelessly to perfect their craft and represent Franklin Township with excellence and pride.

We are immensely proud to call the GoldN'Blues our own, and we look forward to watching them represent Franklin Township on one of the nation's most iconic stages.

***Franklin Day Performers Commendations***

The following commendations were presented by Deputy Mayor Uddin:

**CERTIFICATE OF APPRECIATION**

This certificate is proudly
awarded to

**ThiruParaiKuzhu Team**
**Akilandeshwari Shanmugam**
**Elango Paulraj**
**Sangamithra Muthuraj**
**Senthilkumar Chenniyappan**

for performing at Franklin Day held at the Franklin Township Municipal Complex on September 13, 2025.

## PUBLIC DISCUSSION

The Public Discussion was opened upon unanimous consent.

Dave Robinson, 349 Biltmore Lane, Somerset Run, expressed concern that delays in adopting a new BI zoning ordinance would render the re-examination committee's work useless. He urged Council to adopt the draft ordinance's criteria to prevent more warehouse development in areas with heavy truck traffic, noting specific properties that could be developed under current, less stringent rules.

Alex Clark, 396 Hamilton Street, advocated for the Council to support ranked-choice voting, arguing it is non-partisan, prevents vote-splitting, and ensures majority support for winners. He noted the state bill (S1622/A4042) only enables municipalities to adopt Rank-Choice Voting via a voter referendum.

Beverly Lawson, 2001 Amwell Road, opposed a potential water runoff fee, calling it a "money grab". She questioned Resolution #25-511 supporting the NJ Immigrants Trust Act, asking if it makes Franklin a sanctuary town, what its financial impact is, and how police would handle ICE warrants.

Linda Powell, 22 Buffa Drive, supported the Immigrant Trust Act, stating it protects residents and police from federal overreach.

The Public Discussion was closed upon unanimous consent.

## ADDRESS PUBLIC COMMENTS & QUESTIONS

Mayor Kramer acknowledged the concerns about warehouses but stated that the Township cannot legally prevent developers from seeking a variance.

Mayor Kramer, Mr. Kharazi and Ms. Francois all support rank-choice voting. Mr. Vassanella supports it in spirit and still has some questions about it.

Mayor Kramer addressed the stormwater issues that were raised.

Mr. Vornlocker clarified that the resolution only expresses the Council's support for pending legislation and does not change local laws. The impact on the Police Department is expected to be minimal, as they already operate under the Attorney General's Law Enforcement Directive 201806, which has been in place for years.

## COUNCIL COMMENTS & REPORTS

Mr. Wright is seeking a residential block for a trial run of speed humps to combat speeding. A previous attempt failed, and the initiative requires consensus from all residents on a block. The process involves using police traffic counters to gather data before discussing solutions.

Mr. Vassanella stated the Central Jersey Housing Resource Center manages the Township's affordable housing program. It was noted that even "affordable housing" is often unaffordable for those most in need. New affordable housing units are in the pipeline but it will take a few years to build. An intensive town hall meeting is planned for March or April to educate residents on the application process.

Mr. Francois reported the Municipal Alliance Opiate Funds Advisory Subcommittee was formed to guide the spending of opiate settlement funds. It is seeking two Franklin Township residents in recovery from substance abuse to serve as a member and an alternate to provide valuable insight. Interested parties can contact Councilwoman Kimberly Francois or Phyllis Beals.

She stated it was wonderful to hear the Madrigals and wished all happy holidays.

Mr. Onyejiaka wished all happy holidays. He advised all the be mindful of surroundings, noting break-ins in the Westminster area.

Mr. Kharazi announced on appointment of Anna Dulencin, Advisory Board of Health member and Sami Saban to the Governor's Electoral Transition Team on separate task forces. He reported on upcoming meetings of the Trails Advisory Committee and Human Relations Commission. He wished all happy holidays.

Deputy Mayor Uddin followed up on speed signs comments and the need for an affordable housing seminar. She commended the Madrigals and noted they lighted up the room. He asked all to remember the Food Bank during the holidays. She announced the Jingle Mingle event to be held on Friday at the Youth Center at 3:30 p.m. She wished all happy holidays.

Mayor Kramer thanked and commended Deputy Mayor Uddin for her service this year as Deputy Mayor.

Mayor Kramer provided updates for Franklin 250. The first event is on January 4th with a reenactment of the Battle of Princeton. "Salute to America" will be held on January 10th at the High School. He wished all happy holidaysa.

## TOWNSHIP MANAGER'S REPORT

Mr. Vornlocker stated it was a pleasure to have the Madrigals perform this evening. He announced the Municipal Officers will be closed on Friday from Noon to 2 p.m. for an employee holiday celebration. He invited Council to attend.

## APPROVAL OF WARRANTS

Mayor Kramer presented the following warrants in the amount of $2,027,475.43 for December 9, 2025 to the Township Council for payment:

| | | |
|---|---|---|
| 1 | Current | $1,038,663.84 |
| 2 | Grant | 68,792.40 |
| 3 | Tax Title Lien | 216,624.53 |
| 4 | General Capital | 218,472.60 |
| 5 | Water | 43,416.03 |
| 6 | Water Capital | 371,071.87 |
| 11 | Recreation Trust | 1,426.97 |
| 12 | Trust Others | 1,610.14 |
| 13 | Unemployment | |
| 15 | Redevelopment | 67.50 |
| 17 | Animal Control | |
| 19 | Self Insurance | |
| 20 | Affordable Housing | 1,336.76 |
| 21 | Hamilton St Special Improvement | 968.69 |
| 30 | Payroll Agency | 48,289.39 |
| 31 | Flexible Spending | |
| 35 | Historic Preservation | |
| 37 | Police Forfeiture | |
| 39 | Workers' Compensation | |
| 40 | Open Space | 16,734.71 |
| 42 | Redevelopment Escrow | |
| 50 | County Improvement Authority Fund | |
| SUBTOTAL | | 2,027,475.43 |
| 51 | Escrow | |
| GRAND TOTAL | | $2,027,475.43 |

***Motion*** - Approval of Warrants

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **SECONDER:** | Uddin |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |

| | |
|---|---|
| **ABSENT:** | Anbarasan, Potosnak |

## CONSENT AGENDA

Mayor Kramer presented the following Consent Agenda Resolutions to the Township Council for consideration:

***Motion*** - Adopt Consent Agenda

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Potosnak |

***Resolution #25-497*** Authorize Tax Title Lien Redemptions

**WHEREAS**, at a sale of land for delinquent taxes and all liens held by the Collector of Taxes of Franklin Township, Somerset County, various blocks and lots were sold to the attached persons; and

**WHEREAS**, said property and/or liens have been redeemed by the owners thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption in the attached specific amounts;

**NOW, THEREFORE, BE IT RESOLVED** that the amounts covering the certificates of sale, together will all the charges due the said individuals at the time of redemption be and the same are hereby ordered refunded to the said individuals, and the proper officials of the Township of Franklin, Somerset County, New Jersey are hereby authorized and empowered to execute a voucher to the said individuals in the attached amounts.

| Lienhholder | Block | Lot | Qual | Cert.# | Premium | Amount | Total |
|---|---|---|---|---|---|---|---|
| Bala Partners LLC | 34.02 | 16.03 | C0096 | 25-00045 | **900.00** | **455.45** | **1,355.45** |
| Fig 20, LLC FBO Sec Pty | 20.1 | 11.02 | C0215 | 24-00022 | 600.00 | 1,254.13 | 1,854.13 |
| | 20.1 | 11.02 | C0506 | 25-00033 | 1,300.00 | 1,185.59 | 2,485.59 |
| | 85 | 56.03 | C0087 | 24-00139 | 600.00 | 1,253.47 | 1,853.47 |
| | 92 | 1 | | 24-00156 | 100.00 | 1,235.43 | 1,335.43 |
| | 155 | 17.01 | | 24-00192 | 100.00 | 1,711.90 | 1,811.90 |
| | 171.02 | 245 | | 24-00205 | 600.00 | 691.44 | 1,291.44 |
| | 241.01 | 9 | | 24-00281 | 600.00 | 2,360.18 | 2,960.18 |
| | 352 | 7 | | 24-00348 | 100.00 | 699.36 | 799.36 |
| | 386.18 | 107 | | 24-00301 | 900.00 | 656.41 | 1,556.41 |
| | 424.1 | 130 | | 25-00349 | 900.00 | 651.34 | 1,551.34 |
| | | | | | **5,800.00** | **11,699.25** | **17,499.25** |
| GLIA Group LLC | 171.02 | 238.16 | | 25-00169 | **800.00** | **877.11** | **1,677.11** |
| Anthony Malinowski | 275 | 53 | | 24-00292 | **19,300.00** | **25,430.54** | **44,730.54** |
| Pro Cap 8 FBO Firstrust Bank | 97 | 10.01 | | 24-00159 | 400.00 | 2,639.02 | 3,039.02 |
| | 102 | 21 | | 25-00146 | 14,400.00 | 4,868.40 | 19,268.40 |
| | 386.18 | 61 | | 24-00401 | 400.00 | 1,845.07 | 2,245.07 |
| | | | | | **15,200.00** | **9,352.49** | **24,552.49** |
| RTLF-NJ II LLC | 315 | 6 | | 24-00319 | 2,800.00 | 10,574.14 | 13,374.14 |
| | 324 | 3.01 | | 25-00236 | 9,800.00 | 4,494.39 | 14,294.39 |
| | 386.18 | 133 | | 25-00302 | 400.00 | 561.00 | 961.00 |
| | 424.02 | 23.03 | | 25-00326 | 5,400.00 | 9,780.68 | 15,180.68 |
| | 516.02 | 67 | | 25-00386 | 800.00 | 522.46 | 1,322.46 |
| | | | | | **19,200.00** | **25,932.67** | **45,132.67** |
| Shrimp Realty LLC | 34.05 | 52.05 | C0101 | TY-11063 | - | **81,677.02** | **81,677.02** |
| **TOTALS** | | | | | **61,200.00** | **155,424.53** | **216,624.53** |

***Resolution #25-498*** Authorize Refund of Tax and Water Overpayments

**WHEREAS,** there appears on the books of the Collector of Revenue, refunds due, resulting from Tax Overpayments; and

**WHEREAS,** refunds are to be made to the persons who have made these overpayments;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Treasurer of the Township of Franklin, Somerset County, be instructed to draw checks in the amounts covering the overpayments and to deliver said checks to the proper persons.

| BLOCK | LOT | QUAL | PROPERTY LOCATION | TYPE | AMOUNT |
|---|---|---|---|---|---|
| 34.08 | 9.01 | C3114 | Myhuyen Pham<br>44 Lindsey Ct | TAX | $101.58 |
| 57.01 | 33.04 | C0207 | Corelogic<br>17 Gallop Lane | TAX | $2,420.99 |
| 14307-5 | | | First Industrial LP<br>14 Worlds Fair Dr | WTR | $450.28 |

**TOTAL TAX CHECKS: $2,522.57**
**TOTAL WATER CHECKS: $450.28**

***Resolution #25-499*** Adjust Water Charges - Water Leak Hardships - 40 Spencer Street ($714.77) - 27 Edith Drive ($150.88) - 65 Lynwood Avenue ($636.03)

**WHEREAS**, the below-mentioned property owners had unusually high-water charges; and

**Account No.:** 3388-0
**Prop Location:** 40 Spencer Street
**Amount of credit:** $714.77

**Account No.:** 35449-0
**Prop Location:** 27 Edith Drive
**Amount of credit:** $150.88

**Account No.:** 37250-0
**Prop Location:** 65 Lynwood Avenue
**Amount of credit:** $636.03

**TOTAL CREDITS:** **$1,501.68**

**WHEREAS,** it has been determined that this high usage is the result of a hardship;

**NOW. THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey that the Collector of Revenue is hereby directed to adjust the aforesaid water charges to reflect the charges for said water paid by the Township to its bulk supplier.

***Resolution #25-500*** Authorizing Cancellation of Outstanding Capital Ordinance Balances

**WHERAS,** certain General Capital, Open Space Trust Fund Capital and Water Utility Capital Improvement Authorization balances remain dedicated to projects now completed; and

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended balances may be returned to Capital Fund Balance, Capital Improvement Fund, Reserve for Debt Service or Reserve for Amortization and any unused debt authorizations may be cancelled, effective as of December 9, 2025;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Franklin that the following unexpended and dedicated balances of General Capital, Open Space Trust Funds and Water Capital Improvement authorization appropriations be cancelled:

| | Amount Cancelled | | | |
|---|---|---|---|---|
| Fund | Total | Fund Balance | Deferred Charges Unfunded | Other Funding Sources |
| General Capital Fund (As per attached list) | $2,803,287.31 | $2,499,080.06 | $304,207.25 | $0 |

| | Amount Cancelled | | | |
|---|---|---|---|---|
| **Fund** | **Total** | **Fund Balance** | **Deferred Charges Unfunded** | **Other Funding Sources** |
| Open Space Trust Fund | $2,894,108.24 | $2,049,178.33 | $844,929.91 | $0 |

(As per attached list)

| | Amount Cancelled | | | |
|---|---|---|---|---|
| **Fund** | **Total** | **Fund Balance** | **Reserve for Amortization** | **Other Funding Sources** |
| Water Utility Capital Fund (As per attached list) | $45,297.57 | $36,856.64 | $8,440.93 | $0 |

Said list is on file with the Township Clerk.

***Resolution #25-501*** Amend 2026 Township Council Meeting Schedule - Budget Hearings as Remote Meetings

**WHEREAS, the Open Public Meeting Act (P.L. 1975, Chapter 231) of the Laws of the State of New Jersey, Section 13** thereof, requires the public body, at least once each year within seven (7) days following the Annual Organization or Reorganization meeting of the public body, or by January 10th to provide notice of a schedule of regular meeting of said public body to be held during the succeeding year; and

**NOW, THEREFORE, BE IT RESOLVED** on this **9th day of December, 2025,** by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey, that the meetings scheduled for the Budget Hearings shall be Remote Meetings held via Microsoft Teams at 7:00 p.m. on the following dates unless otherwise noted:

| | | |
|---|---|---|
| March | 9 (Mon.) | Budget Hearing |
| | 17 | Budget Hearing |

**BE IT FURTHER RESOLVED** that **COURIER NEWS** and the **PRINCETON PACKET** be and they are hereby designated as those newspapers to whom adequate notice must be given in accordance with **Section 14.**

***Resolution #25-502*** Excusing Councilman Ram Anbarasan from Council Meetings

**WHEREAS**, Councilman Ram Anbarasan has notified the Franklin Township Council that he will be unable to attend the Council meetings scheduled for November 25, 2025, December 9, 2025, and January 3, 2026; and

**WHEREAS**, N.J.S.A. 40A:9-12 provides that any member of a municipal council who is absent from three consecutive regular meetings of the council, without being excused by a majority vote of the remaining members of the council, shall automatically vacate their office; and

**WHEREAS**, the Franklin Township Council has reviewed Councilman Anbarasan's request and finds good cause to excuse his absences from the aforementioned meetings.

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

1. Councilman Ram Anbarasan is hereby excused from attending the Franklin Township Council meetings scheduled for November 25, 2025, December 9, 2025, and January 3, 2026.

2. This resolution shall take effect immediately.

***Resolution #25-503*** Authorize Release of Inspection Escrow - BRA-13-047- Morelli Contracting LLC - 305 Cedar Grove Lane - $583.62

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

| | |
|---|---|
| Date Rec'd by Engineering: | 7/16/2013 |
| Name of Applicant: | Morelli Contracting LLC |
| Address of Applicant: | 619 Old Nyork Road, Neshanic Station , NJ 08853 |
| Docket: | BRA -13-047 |

| | |
|---|---|
| Block/Lot: | 508.02/ 14.02 |
| For: | Inspection Escrow |
| Location: | 305 Cedar Grove Lane |
| Balance Amount: | $583.62 |

**WHEREAS,** the Township Engineer, after inspection, recommends release of the aforesaid Escrow balance in the aforesaid amount:

**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 Escrow balance be released in the aforesaid amount.

***Resolution #25-504*** Authorize Release of Performance Guarantee - TRC-10-00007 - New Cingular Wireless PCS LLC (AT&T) - 586 South Middlebush Road - Cell Tower Removal - $40,000.00

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

| | |
|---|---|
| Date Rec'd by Engineering: | 12-12-11 |
| Name of Applicant: | New Cingular Wireless PCS , LLC (AT&T) |
| Address of Applicant: | 340 Mount Kemble Ave |
| Item: | 09061728 |
| Docket: | TRC-10-00007 |
| For: | Cell Tower Removal |
| Location: | 586 South Middlebush Road Somerset |
| Amount: | $40,000.00 |

**WHEREAS**, the Township Engineer, after inspection, recommends the release of the aforesaid Performance Guarantee in the aforesaid amount:

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

***Resolution #25-505*** Authorize Memorandum of Understanding - Use of Franklin Police Department Firearms Range - Federal Bureau of Investigation (FBI) - Five Year Term

**WHEREAS**, the Franklin Police Department owns the premises located at 4393 Route 27, Princeton, New Jersey, which is used for the purpose of shooting range practice and training for law enforcement agencies; and

**WHEREAS**, the Federal Bureau of Investigation (FBI) desires to use the shooting range area of the facilities for the same purpose of practice and training; and

**WHEREAS**, the Franklin Police Department has agreed to allow the FBI to utilize its facilities; and

**WHEREAS**, the parties wish to memorialize the terms and conditions of the agreement by executing a Memorandum of Understanding; and

**WHEREAS**, the Department of Law has approved of the agreement as to form;

**NOW THEREFORE BE IT RESOLVED** on this 9th day of December 2025, by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the Memorandum of Understanding for a period of five (5) years for the FBI to utilize the shooting range area owned by the Franklin Police Department for the purpose of practice and training.

***Resolution #25-506*** Award Purchase - Sourcewell Co-Op - 011723-CAT - Cat Model 930 Front End Loader - Foley CAT Equipment Co. - Amount Not to Exceed $229,333.00 (Price with Trade in)

**WHEREAS,** the Township of Franklin desires to purchase an item as follows through the Sourcewell Co-Op which item when combined with prior purchases exceed the prevailing bid threshold:

**VENDOR:** Foley Equipment (Sourcewell – 011723-CAT)
855 Centennial Avenue, Piscataway, NJ 08854

**ITEMS:** CAT Model 930 Front End Loader
**COST:** Amount Not to Exceed: $229,333.00

**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 Sourcewell Co-Op.

***Resolution #25-507*** Rescind Resolution #25-493 & Award Purchase - HCESC #215 Co-Op - Commercial Interiors Direct Inc. - VCT Flooring Senior Center Meeting Rooms and Storage Closets - Amount Not to Exceed $71,382.93

**WHEREAS**, the Township of Franklin has a need to install VCT (Vinyl Composition Tile)flooring in the Senior Center meeting rooms and storage closets; and

**WHEREAS**, Resolution #25-493, adopted on November 25, 2025, awarded the Purchase of VCT Flooring Senior Center Meeting Rooms and Storage Closets in the amount of $43,341.91; and

**WHEREAS**, Resolution #25-493 listed incorrect information and the amount of the purchase and therefore needs to be rescinded; and

**WHEREAS**, the purchase of goods and services through a cooperative purchasing agreement is authorized by N.J.S.A. 40A:11-11(5) and complies with the requirements of the Local Public Contracts Law; and

**WHEREAS**, the Hunterdon County Educational Services Commission has awarded Co-Op Contract #215 for flooring materials and installation services; and

**WHEREAS**, Commercial Interiors Direct Inc., 1400 Lower Road, Linden, New Jersey 07036, is an authorized vendor under the Hunterdon County Educational Services Commission Co-Op Contract #215; and

**WHEREAS**, Commercial Interiors Direct Inc. has submitted a quote for the installation of VCT flooring at the Senior Center meeting rooms and storage closets in the amount of $71,392.93; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in accordance with N.J.A.C. 5:30-5.4; and

**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. Resolution #25-493, adopted on November 25, 2025, is hereby rescinded.

2. The Township of Franklin hereby awards a purchase to Commercial Interiors Direct Inc., 1400 Lower Road, Linden, New Jersey 07036, for the installation of VCT flooring at the Senior Center meeting rooms and storage closets through the Hunterdon County Educational Services Commission Co-Op Contract #215 #65MCESCCPS, in an amount not to exceed $71,382.93.

3. This purchase is awarded pursuant to the cooperative purchasing provisions of N.J.S.A. 40A:11-11(5) and does not require competitive bidding.

4. This resolution shall take effect immediately upon adoption.

***Resolution #25-508*** Award Housing Rehabilitation Contract - 25 Brook Street - Williams HVAC Systems - MC-CDBG-0001-25 - Amount Not to Exceed $25,100.00

**WHEREAS**, the Township of Franklin advertised for bids for CDBG Housing Rehabilitation Services for 25 Brook Street (MC-CDBG-0001-25), on the Township's website and in the Courier News on February 24, 2025 with receipt of bids on March 12, 2025; and

**WHEREAS**, the proposals were reviewed by the Housing Coordinator for Franklin Township, and it has been determined that the bid submitted for 25 Brook Street by William HVAC Services meets the requirements of the Township and demonstrates superiority in the proposal detail; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Township of Franklin,

County of Somerset, State of New Jersey that a contract be awarded as follows:

| | |
|---|---|
| **PROJECT:** | Housing Rehabilitation Services (MC-CDBG-0001-25)<br>25 Brook Street |
| **WORK:** | Replaced: HVAC Unit; Kitchen Patio Screen; Kitchen Window Screen; Garage Door Mechanical Box; Double Patio Doors/Screen |
| **CONTRACTOR:** | Williams HVAC Services |
| **AMOUNT:** | $25,100.00 |

***Resolution #25-509*** Authorize Insertion into CY2025 Municipal Budget - Chapter 159 - Distributor Opioid Settlement - $66,507.97.

**WHEREAS**, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an appropriation for the equal amount;

***(Section 1)***

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Franklin, in the County of Somerset, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year **2025** in the sum of **$66,507.97**, which is now available as a revenue from **Distributor Opioid Settlement**, pursuant to the provision of the statute, and

***(Section 2)***

**BE IT FURTHER RESOLVED** that the above is a result of a grant of **$66,507.97** from **Distributor Opioid Settlement.**

***Resolution #25-510*** Authorize Shared Services Agreement - 2026-2030 Health Services - Somerset County Health Department

**WHEREAS,** the Somerset County Board of Chosen Freeholders created the Somerset County Health Department pursuant to N.J. S.A. 26:3A2-1 et seq.; and

**WHEREAS,** the Uniform Shared Services and Consolidation Act, N.J. S.A. 40A:65-1 et seq. authorizes public entities to enter into interlocal agreements for shared or consolidated services that would result in reduced property taxes through the reduction of local expenses; and

**WHEREAS,** the Township and the County desire to enter into a contract whereby the County through the Somerset County Department of Health shall furnish health services of a technical and professional nature as hereinafter set forth to the Township, in consideration of payment as hereinafter provided, all in accordance with N.J. S.A. 26:3A2-1 et seq., N.J. S.A. 40A:65-1 et seq. and N.J. S.A. 26:1A-15;

**WHEREAS,** the Chief Financial Officer has certified in writing hereon that the 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; and

**WHEREAS,** continuation of the terms of this contract beyond December 31, 2026 is contingent upon availability of funds in the CY2027 thru CY2030 Budget, and in the event of unavailability of such funds, the Township of Franklin reserves the right to cancel this contract; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County, State of New Jersey, that the Mayor and Township Clerk is hereby authorized to execute on behalf of the Township Council a shared services agreement with the County of Somerset as permitted by N.J. S.A. 40A:65-4 et seq. for Health Services for a five-year period subject to the Shared Service Agreement attached hereto.

***Resolution #25-511*** Supporting the New Jersey Immigrant Trust Act (S3672/A4987)

**WHEREAS,** Franklin Township has a long tradition of welcoming immigrants and fostering an inclusive community where all residents can thrive regardless of their immigration status; and

**WHEREAS,** the New Jersey Immigrant Trust Act (S3672/A4987) is pending legislation that would establish protections for immigrants interacting with government agencies and codify the existing Immigrant Trust Directive into permanent law; and

**WHEREAS,** the Immigrant Trust Act would allow all New Jersey residents to access essential public services—including healthcare, education, law enforcement protection, and other vital resources—without fear of deportation, detention, or family separation; and

**WHEREAS,** the legislation creates data privacy protections by limiting the circumstances under which public agencies can collect information related to immigration status, ensuring that personal information is safeguarded; and

**WHEREAS,** the Immigrant Trust Act would prohibit the use of state and local resources for federal immigration enforcement, ensuring that Franklin Township's resources are dedicated to local public safety priorities rather than federal immigration enforcement activities; and

**WHEREAS,** when immigrant community members fear deportation, they are less likely to report crimes, cooperate with law enforcement, seek medical care, or send their children to school, which undermines public safety and community well-being for all residents; and

**WHEREAS,** by building trust between immigrant communities and local government institutions, the Immigrant Trust Act enhances public safety, strengthens community cohesion, and allows law enforcement to focus on protecting all Franklin Township residents; and

**WHEREAS,** the legislation would require public schools, healthcare facilities, libraries, and shelters to adopt model policies to help people feel safe seeking public services to which they are eligible; and

**WHEREAS,** nineteen municipalities and three counties across New Jersey—representing diverse geographic, demographic, and political communities—have already passed resolutions urging passage of the Immigrant Trust Act, including Edison Township in Somerset County; and

**WHEREAS,** the Immigrant Trust Act aligns with New Jersey's values of fairness, dignity, and inclusion, and reinforces the state's leadership in protecting the rights of all residents; and

**WHEREAS,** the Mayor and Council of Franklin Township recognize that protecting immigrant families strengthens our community, supports our local economy, and reflects the fundamental American values upon which our nation was founded; and

**WHEREAS,** Franklin Township is committed to ensuring that all residents, regardless of immigration status, are treated with dignity and respect and can fully participate in community life without fear.

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

1. Franklin Township hereby expresses its strong support for the New Jersey Immigrant Trust Act (S3672/A4987) and urges the New Jersey State Legislature and Governor Phil Murphy to enact this legislation without delay.

2. The Township Clerk is directed to transmit certified copies of this resolution to:
    - Governor Phil Murphy
    - Senate President Nicholas Scutari
    - Assembly Speaker Craig Coughlin
    - State Senator Patrick J. Diegnan Jr.
    - Assemblywoman Nancy F. Munoz
    - Assemblyman Robert D. Auth
    - The Somerset County Board of County Commissioners
    - The Latino Action Network
    - The American Civil Liberties Union of New Jersey
    - The New Jersey Alliance for Immigrant Justice

3. This resolution shall take effect immediately upon adoption.

***Resolution #25-512*** Resolution of the Township of Franklin Requesting that the Franklin Township Sewerage Authority Authorize, Appropriate and Transfer $100,000.00, which does not Exceed 5% of its Annual Operating Budget Surplus to the Township of Franklin for Use in the Township's Budget in Accordance with N.J.S.A. 40A:5A-12.1 within the Local Authorities Fiscal Control Law

**WHEREAS**, the Franklin Township Sewerage Authority (the "Authority") is a public body corporate and politic of the State of New Jersey, and in that capacity has responsibility for overseeing the Sewer System (the "System") of the Township of Franklin (the "Township"), including oversight of all revenues and operating expenses pertaining to the System and the Authority, as well as with respect to the budget thereof; and,

**WHEREAS**, the Township is a municipal corporation of the State of New Jersey, responsible for, among other things, the implementation of the Township's Budget for Budget Year 2025; and,

**WHEREAS**, N.J.S.A. 40A:5A-12.1 within the Local Authorities Fiscal Control Law authorizes authorities, such as the Authority, to transfer a portion of the Surplus to the Township for use in the Township's Budget, provided that a) such authorization and appropriation of the Surplus does not exceed 5% of the Authority's annual operating budget, and b) that such transfers of a portion of Surplus to the Township budget are not done more frequently than once a year; and,

**WHEREAS**, the Township, being desirous of seeking the assistance of the Authority with respect to the Surplus in this regard, does hereby adopt this Resolution requesting that the Authority authorize, appropriate and transfer a portion of the Surplus to the Township, in an amount of $100,000.00 which does not exceed 5% of the Authority's annual operating budget.

**BE IT AND IT IS HERBY RESOLVED**, by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey, that the Township requests that the Authority authorize the appropriation and transfer, to the Township of Franklin, a portion of its Surplus for use in the Township's Budget, in an amount of $100,000.00 which does not exceed 5% of the Authority's annual operating budget. The Township Manager and Chief Financial Officer of the Township are hereby authorized and directed to take whatever reasonable and necessary actions are necessary in order to effectuate the Township's request that the Authority transfer a portion of the Surplus to the Township of Franklin for use in the Township's Budget, all as recited above.

***Resolution #25-513*** Authorize 2026 Fire Districts Salaries

**WHEREAS, NJSA 40A:14-88** provides in pertinent part:

> **"EACH MEMBER OF THE BOARD OF FIRE COMMISSIONERS SHALL RECEIVE AS COMPENSATION SUCH AMOUNT AS THE BOARD SHALL FIX SUBJECT TO REVIEW BY THE GOVERNING BODY WHEREIN THE FIRE DISTRICT IS LOCATED;" and**

**WHEREAS,** the Board of Commissioners of the following Fire Districts have proposed Annual Compensation for various members of their Board of Fire Commissioners for 2026 as follows:

| | |
|---|---|
| Fire District No. 1 | $9,000.00 (Commissioners except Chair) |
| Fire District No. 1 | $9,500.00 (Chairman) |
| Fire District No. 2 | $8,250.00 each |
| Fire District No. 3 | $8,500.00 each |
| Fire District No. 4 | $ 300.00 each commissioner/$400 each officer; and |

**WHEREAS,** the Township Council has carefully considered such proposed salaries; and

**WHEREAS,** the Township Council is of the opinion that the public interest would be best served by the approval of said proposed salaries;

**NOW, THEREFORE, BE IT RESOLVED on this 9th day of December 2025** by the Township Council of the Township of Franklin, in the County of Somerset and State of New Jersey that the Township Council does hereby approve payment of the 2026 Annual Compensation as follows:

| | |
|---|---|
| Fire District No. 1 | $9,000.00 (Commissioners except Chair) |
| Fire District No. 1 | $9,500.00 (Chairman) |
| Fire District No. 2 | $8,250.00 each |
| Fire District No. 3 | $8,500.00 each |
| Fire District No. 4 | $ 300.00 each commissioner/$400 each officer |

***Resolution #25-514*** Authorize Fireworks Displays - The Palace at Somerset Park - December 2025 Events

**WHEREAS,** The Palace at Somerset Park has made application for permission to hold fireworks displays on the following dates:

| | |
|---|---|
| **Eii Holiday Party** | **Saturday, December 13, 2025** |
| **Malik/Kahn Wedding** | **Sunday, December 21, 2025** |
| 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:

| | |
|---|---|
| **Eii Holiday Party** | **Saturday, December 13, 2025** |
| **Malik/Kahn Wedding** | **Sunday, December 21, 2025** |
| 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 |

***Resolution #25-515*** Authorize Transfer of Funds - CY2025 Municipal Budget

**BE IT RESOLVED** by the Township Council of the Township of Franklin in the County of Somerset and State of New Jersey that the following transfer be made from the Calendar Year 2025 Municipal Budget:

| **Account #** | **Expense Description** | **From** | **To** |
|---|---|---|---|
| 5-01-20-00-0150-011 | Assessor – F/T S&W | $45,000.00 | |
| 5-01-22-00-0195-011 | Construction Code – F/T S&W | $260,000.00 | |
| 5-01-20-00-0100-011 | Manager – F/T S&W | | $4,000.00 |
| 5-01-20-00-0102-011 | Purchasing – F/T S&W | | $2,000.00 |
| 5-01-20-00-0105-011 | Human Resources - F/T S&W | | $4,000.00 |
| 5-01-20-00-0130-011 | Finance - F/T S&W | | $2,000.00 |
| 5-01-20-00-0165-011 | Engineering - F/T S&W | | $57,000.00 |
| 5-01-21-00-0180-011 | Planning & Zoning - F/T S&W | | $22,000.00 |
| 5-01-25-00-0252-012 | OEM - F/T S&W | | $4,000.00 |
| 5-01-25-00-0265-014 | Fire Prevention – Overtime S&W | | $10,000.00 |
| 5-01-27-00-0340-014 | Animal Control – Overtime S&W | | $200,000.00 |
| **TOTAL** | | **$305,000.00** | **$305,000.00** |

| **Account #** | **Expense Description** | **From** | **To** |
|---|---|---|---|
| 5-01-26-00-0310-024 | Bldg. & Grounds/Bldg. Maint. | $36,500.00 | |
| 5-01-26-00-0315-034 | Vehicle Maint./Motor Vehicle Parts | | $20,000.00 |
| 5-01-26-00-0305-029 | Solid Waste/Other Contract. Items | | $15,000.00 |
| 5-01-26-00-0305-038 | Bldg. & Grnds/Bldg. Maintenance | | $1,500.00 |
| **TOTAL** | | **$36,500.00** | **$36,500.00** |

***Resolution #25-516*** Authorize Tax Court Judgement Refund - 3 Terhune Court - Year: 2022 - $6,931.70

**WHEREAS,** there appears on the books of the Collector of Revenue, refunds due, resulting from Tax Court Judgements; and

**WHEREAS,** refunds are to be made to the persons who have made these overpayments;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Treasurer of the Township of Franklin, Somerset County, be instructed to draw checks in the amounts covering the overpayments and to deliver said checks to the proper persons.

| PROP LOCATION | BLOCK | LOT | YEAR | AMOUNT |
|---|---|---|---|---|
| 3 TERHUNE CT | 20.02 | 71.01 | 2022 | $6,931.70 |
| | | | **TOTAL REFUNDS** | **$6,931.70** |

***Resolution #25-517*** Award State Contract - #M0483/24-TELE-71883 - Dell Technologies - Purchase Laptops/Desktops - Not to Exceed $46,000.00

**WHEREAS**, the Township of Franklin has a need to purchase laptop and desktop computers for various Township departments; and

**WHEREAS**, Dell Technologies holds State Contract #M0483 (Contract #24-TELE-71883) for the purchase of computer equipment; and

**WHEREAS**, the purchase of goods and services through State contracts is authorized pursuant to N.J.S.A. 40A:11-12 of the Local Public Contracts Law, which permits local contracting units to utilize State contracts without the need for public advertising for bids; and

**WHEREAS**, Dell Technologies has submitted pricing for laptop and desktop computers in accordance with the terms and conditions of State Contract #M0483/24-TELE-71883; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in an amount not to exceed $46,000.00 and has reserved sufficient funds in the appropriate budget account; and

**WHEREAS**, the Township Council has determined that it is in the best interest of the Township to award this contract to Dell Technologies pursuant to the State contract.

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

1. It is hereby authorized to execute a purchase order/contract with Dell Technologies for the purchase of laptop and desktop computers pursuant to State Contract #M0483/24-TELE-71883.

2. The total amount of this purchase shall not exceed $46,000.00.

3. The Chief Financial Officer has certified the availability of funds for this contract in accordance with N.J.A.C. 5:30-5.4.

4. This resolution shall take effect immediately upon adoption.

***Resolution #25-520*** Authorize the Write-Off of Old Bank Reconciliation Items - Franklin Township Bank Accounts - 2025

**WHEREAS**, N.J.S.A. 40A:5-4 requires the governing body of each local unit to cause an annual audit of its accounts to be made, and

**WHEREAS**, the annual audit report for the for the CY2023 ending December 31, 2024 has been completed and filed with the Director, Local Government Services pursuant to N.J.S.A. 40A:5-4, and

**WHEREAS**, N.J.S.A. 40A:5-5, requires the Finance staff of each Municipality to, prepare monthly bank reconciliations as part of a system of internal controls, a review of which are done during the annual audit of its accounts, and

**WHEREAS**, the Bank Reconciliations for the below listed Funds of the Township of Franklin for the period ending December 31, 2024 show net adjustments of open items being carried since FY2023, it is now time to write them off in compliance with Generally Accepted Accounting Procedures, and netting out to a total adjustment of $3,600.88 per the below spreadsheet:

| | | | | |
|---|---|---|---|---|
| **Current** | | | | |
| | 46996 | 08/08/2023 | 3,188.33 | Easton Animal Clinic |
| | | | **3,188.33** | |
| **Payroll** | | | | |
| | ADJ | PD 02/04/2022 | 358.37 | (Repeat from 2024) |
| | 78025 | 03/18/2022 | 54.18 | Vanessa Miranda (Repeat from 2024) |
| | | | **412.55** | |
| | | **Total** | **$3,600.88** | |

**NOW, THEREFORE BE IT RESOLVED**, that the governing body of the Township of Franklin hereby authorizes the write-off of these stale dated transactions as an integral part of the required internal controls of the Township's accounts and in conformity with the independent annual audit performed on the Township's records for the CY2024 ending December 31, 2024, completed October 7, 2025;

**BE IT FURTHER RESOLVED** that the Clerk of the Township is hereby directed to promptly submit this document to the Finance Unit, authorizing such action and then remaining with the related paperwork as an audit trail for the current year's annual audit.

***Resolution #25-521*** Authorize Insertion into CY2025 Municipal Budget - Chapter 159 - 2025 Recycled Tonnage Grant - $119,274.24

**WHEREAS**, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an appropriation for the equal amount;

***(Section 1)***

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Franklin, in the County of Somerset, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year **2025** in the sum of **$119,274.24**, which is now available as a revenue from **2025 Recycled Tonnage Grant**, pursuant to the provision of the statute, and

***(Section 2)***

**BE IT FURTHER RESOLVED** that the above is a result of a grant of **$119,274.24** from **2025 Recycled Tonnage Grant.**

***Resolution #25-522*** Authorize Insertion into CY2025 Municipal Budget - Chapter 159 - 2025 Clean Communities Grant - $178,780.13

**WHEREAS**, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an appropriation for the equal amount;

***(Section 1)***

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Franklin, in the County of Somerset, New Jersey, hereby requests the Director of the Division of Local

Government Services to approve the insertion of an item of revenue in the budget of the year **2025** in the sum of **$178,780.13**, which is now available as a revenue from **2025 Clean Communities Grant**, pursuant to the provision of the statute, and

***(Section 2)***

**BE IT FURTHER RESOLVED** that the above is a result of a grant of **$178,780.13** from **2025 Clean**

***Resolution #25-523*** Authorize Insertion into CY2025 Municipal Budget - Chapter 159 - 2025 Community Development Block Grant - $348,012.00

**WHEREAS**, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an appropriation for the equal amount;

***(Section 1)***

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Franklin, in the County of Somerset, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year **2025** in the sum of **$348,012.00**, which is now available as a revenue from **2025 Community Development Block Grant**, pursuant to the provision of the statute, and

***(Section 2)***

**BE IT FURTHER RESOLVED** that the above is a result of a grant of **$348,012.00** from **2025 Community Development Block Grant.**

## RESOLUTIONS, TO BE VOTED ON SEPARATELY

***Resolution #25-518*** Extend Competitive Contract – Consultant Administrative Agent for Affordable Housing – MC-COM-0006-23 – Central Jersey Housing Resource Center (CJHRC) – year 3 – Amount Not to Exceed $66,000.00

Mayor Kramer presented the following resolution to the Township Council for their consideration:

**WHEREAS,** there exists a need for a consultant administrative agent for the Township's Affordable Housing Program; and

**WHEREAS**, a Competitive Bid was advertised for Consultant Administrative Agent for Affordable Housing Program and Municipal Charges (MC-COM-0006-23) on September 26, 2023 for opening on November 1, 2023; and

**WHEREAS,** the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available; 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**: | ***Central Jersey Housing Resource Center (CJHRC)*** |
| **ADDRESS**: | 92 East Main Street, Suite 407, Somerville, NJ 08876 |
| **SERVICE**: | Consultant Administrative Agent for Affordable Housing Program (MC-COM-0006-23) |
| **PERIOD**: | Year 3 (Renewable for 4 one-year periods) |
| **CONTRACT AMOUNT**: | $66,000.00 |

***Motion*** - Adopt Resolution #26-518

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **SECONDER:** | Francois |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Wright |
| **NAYES:** | None |
| **ABSTAIN:** | Vassanella |
| **ABSENT:** | Anbarasan, Potosnak |

## EXECUTIVE SESSION

***Resolution #25-519*** Authorize Executive Session )Attorney/Client Privilege)

Mayor Kramer presented the following resolution to the Township Council for their consideration:

**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: Attorney/Client Privilege Matter

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.

***Motion*** - Adopt Resolution #26-519

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Potosnak |

The Township Council went into Executive Session to discuss Attorney/Client Privilege matters.

The Township Council returned to open session.

***Motion*** - Return to Open Meeting

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Uddin |

| | |
|---|---|
| **SECONDER:** | Vassanella |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Potosnak |

Mayor Kramer announced the Township Council discussed Attorney/Client Privilege matters.

## ADJOURNMENT

***Motion*** - Adjourn Meeting

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kharazi |
| **SECONDER:** | Wright |
| **AYES:** | Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | Anbarasan, Potosnak |

Approved:

_____
Phillip Kramer, Mayor

Date: *February 10, 2026*

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN**
**Township Council**
**Minutes**
**January 3, 2026**

Mayor Kramer welcomed all to the 2026 Reorganization Meeting of the Franklin Township Council. He acknowledged all the dignitaries that were present.

The Flag Ceremony and Pledge of Allegiance was led by Scout Troops.

The Invocation was given by Father Tom Lanza of Saint Matthias Church.

The Madrigals performed the Star Spangle Banner.

Governor Elect Mikie Sherrill delivered keynote remarks, expressing what an honor it was to be present. She praised the Boy Scouts and the Madrigals, stating that seeing young people who rely on public service is a powerful motivator. She described public service not as a job but as a "calling," a sentiment she believed all incoming officials shared. Speaking on the eve of the nation's 250th anniversary, she emphasized New Jersey's historic role and expressed pride in seeing so man willing to "step up and fight hard" for the state's future and values. She concluded by thanking everyone for showing their support.

Governor Elect Sherrill administered the oaths of office to the following Councilmembers:

- Ed Potosnak, Ward 1 Councilmember
- Shepa Uddin, Ward 2 Councilmember
- Charles Onyejiaka, Ward 3 Councilmember
- Carl Wright, Ward 4 Councilmember
- James Vassanella, Ward 5 Councilmember

Following the oaths, all elected officials were invited to the front for a group photograph.

The Work Session/Regular Meeting of the Township Council of the Township of Franklin, County of Somerset, New Jersey, was called to order by Mayor Kramer at 1:00 p.m.

Township Clerk McCarthy read the following: "In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this Reorganization Meeting of the Franklin Township Council was made as required indicating that this Meeting would take place at the Municipal Building at 1:00 p.m. on Saturday, January 3, 2026."

## ROLL CALL

**Present:** Mr. Anbarasan (via Zoom), Ms. Francois, Mr. Kharazi, Mayor Kramer, Mr. Onyejiaka, Mr. Potosnak, Ms. Uddin, Mr. Vassanella, Mr. Wright

**Absent:** None

**Also Present:** Robert Vornlocker, Township Manager, Louis N. Rainone, Township Attorney and Ann Marie McCarthy, Township Clerk.

## REMARKS BY

Councilmember Potosnak thanked his supporters and expressed his honor at being re-elected and sworn in by Governor Elect Sherrill. He shared a personal story about a pin featuring the Statue of Liberty and the American Flag, a family memento from the 1976 Bicentennial and 1986's Hands Across America. He expressed hope that the upcoming 250th anniversary could, like those events, unite people across political divisions and serve as a legacy for future generations.

Councilwoman Uddin pledged to be a hardworking, honest, and accessible leader. She emphasized that Franklin Township belongs to everyone and highlighted its diversity as a source of strength and unity. Her priorities include safe neighborhoods, opposing warehouse expansion, supporting responsible development, stabilizing taxes, and protecting open space. She also plans to introduce educational workshops for seniors on topics like fraud prevention. She concluded by underscoring the power of women in leadership.

Councilman Onyejiaka thanked his wife and party members for their support during a tough election. He assured his constituents that he serves not for recognition but for the good of Franklin and humanity. Recognizing the township's youth and diversity as its greatest strengths, he promised to continue his duties with renewed dedication, stating there would be "no change, instead, more to what I've done."

Councilman Wright thanked the residents of his ward for re-electing him and humorously noted his "distinct pleasure of sitting in the corner." He highlighted the strategic advantage of sitting next to the Township Clerk, Ann Marie McCarthy, for immediate clarification on procedural matters. He concluded by giving a heartfelt thanks to his family members by name.

Councilman Vassanella reflected on his family's immigrant history and his 60-plus years as a Franklin resident, including 24 years of involvement with the council. He described the council chambers as the "heartbeat of Franklin's government," where common ground is found for the common good. He affirmed that Franklin's strength lies in treating everyone with equal respect and compassion. He outlined a busy term ahead, including road safety projects on Hamilton Street, a new affordable housing plan, construction of Catalpa Park, and various infrastructure and environmental projects.

## APPOINTMENT OF 2026 DEPUTY MAYOR

Ms. Uddin nominated Alex Kharazi as Deputy Mayor for a one-year term ending December 31, 2026. There were no other nominations, the nominations were closed upon unanimous consent. The nomination carried upon acclamation.

After taking his oath of office, Deputy Mayor Kharazi delivered his remarks. He congratulated his colleagues and thanked his family, council members, and community supporters. He shared his personal journey, noting he would soon be 72 years old. He recounted his story from being born in a small town in Iran and earning a scholarship to Berkeley, to moving to New Jersey in 1981 and settling in Franklin in 1986, where he has lived for over half his life. He expressed deep pride in the township's growth into the second most diverse town in the state. He pledged to listen, lead with integrity, and make balanced decisions focused on public safety, fiscal responsibility, business growth, and promoting unity and health equity.

## PUBLIC DISCUSSION

The Public Discussion was opened upon unanimous consent.

Shanel Robinson, on behalf of the Somerset County Board of County Commissioners, congratulated the new council and affirmed the county's partnership with Franklin, calling public service a calling.

Ron Jordan, Democratic Chairman and Deanna Luchs, President of the JFK Democratic Club, offered congratulations and pledged continued collaboration.

Upendra Chivukula, former Mayor and Councilman, reminisced about the township's bicentennial and its rich history, noting Franklin was incorporated on February 20, 1798.

Dr, Ombala, a former Planning Board member, predicted that Franklin would become the "best place to live in the world" based on the council's determination.

Doc Cunningham spoke on the historical context of the moment, suggesting America is entering a new phase of "reconstitution" and is preparing to write its "next chapter."

Assemblywoman Shama Haider (District 37) praised the Franklin Food Bank as a model institution for its outstanding work in food security.

Alex Clark, Hamilton Street, announced two upcoming presentations on rank-choice voting: one at the JFK Club on January 12th at 6:45 p.m. and another hosted by Indivisible in Highland Park on January 22nd at 6 p.m.

The Public Discussion was closed upon unanimous consent.

## ADDRESS PUBLIC COMMENTS & QUESTIONS

There were none at this time.

## 2026 APPOINTMENTS OF ATTORNEYS AND OTHER PROFESSIONALS

***Nominations for Township Attorney***

Mr. Kharazi nominated Louis N. Rainone as Township Attorney for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |

| | |
|---|---|
| **MOVER:** | Kharazi |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

Township Clerk McCarthy administered the oath of office to Mr. Rainone.

***Nominations for Tax Appeal Counsel***

Mayor Kramer nominated Michael Burns as Litigation/Tax Appeal Attorney for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kramer |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Township Auditor***

Mr. Vassanella nominated Robert W. Swisher as Township Auditor for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Vassanella |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Township Engineer***

Mr. Anbarasan nominated Robert Russo as Township Engineer for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Anbarasan |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## 2026 APPOINTMENTS OF MUNICIPAL COURT JUDGE, PROSECUTORS & PUBLIC DEFENDER

***Nominations for Municipal Court Judge***

Ms. Francois nominated Steven H. Fleischer as Municipal Court Judge for a three-year term ending December 31, 2028. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Township Prosecutor***

Mr. Onyejiaka nominated Mohamed S. Jalloh as Township Prosecutor for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |

| | |
|---|---|
| **MOVER:** | Onyejiaka |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Associate Township Prosecutor***

Mr. Potosnak nominated Norman W. Albert as Township Associate Prosecutor for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Potosnak |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Alternate Township Prosecutor***

Mr. Potosnak nominated Ryan V. Albert as Alternate Township Prosecutor for a one-year term ending December 3, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Potosnak |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Nominations for Public Defender***

Mr. Wright nominated Dennis A. Auciello as Public Defender for a one-year term ending December 31, 2026. There being no other nominations, nominations were closed upon unanimous consent.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## 2026 BOARDS, COMMITTEES & COMMISSIONS APPOINTMENT AND REAPPOINTMENT RESOLUTIONS

Mayor Kramer presented the following resolutions to the Township Council for their consideration:

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Resolution #26-001*** Appointment of 2026 Standing Committees

**BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County, State of New Jersey that the following are appointed to the ***2026 Standing Committees*** of the Township Council:

***Administration***
Kimberly Francois
James Vassanella
Phillip Kramer

Charles Onyejiaka

***Financial Oversight***
Phillip Kramer
Kimberly Francois
Ed Potosnak
Alex Kharazi

***Public Safety***
James Vassanella
Carl Wright
Alex Kharazi
Ram Anbarasan

***Land Use, Open Space, Parks & Recreation***
Shepa Uddin
Ram Anbarasan
Phillip Kramer
Carl Wright

***Public Works***
Ed Potosnak
Ram Anbarasan
Shepa Uddin
James Vassanella

***Resolution #26-002*** Appointment of 2026 Council Liaisons & Representatives to Various Boards, Committees and Commissions

**BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County, State of New Jersey that the following ***2026 Council Liaison/Representative Appointments*** are hereby approved:

- ***Alex Kharazi*** as Advisory Board of Health Liaison for a one-year term ending December 31, 2026.
- ***Carl Wright*** as Advisory Recreation Council Liaison for a one-year term ending December 31, 2026.
- ***Ed Potosnak*** *as* Agricultural Advisory Committee Council Liaison for a one-year term ending December 31, 2026.
- ***Carl Wright, Kimberly Francois, Phillip Kramer*** & ***Ed Potosnak*** as Council Members to the Board of Education Joint Subcommittee, each for a one-year term ending December 31, 2026.
- ***Ed Potosnak*** as Board of Education Council Liaison for a one-year term ending December 31, 2026.
- ***James Vassanella*** as Representative to the Central Jersey Housing Resource Center for a one-year term ending December 31, 2026.
- ***Kimberly Francois*** & ***James Vassanella*** as Community Foundation Members, each for a two-year term ending December 31, 2027.
- ***James Vassanella*** & ***Charles Onyejiaka*** as Emergency Life Support Committee Council Representatives, each for a one-year term ending December 31, 2026.
- ***Ed Potosnak*** as Environmental Commission Council Liaison for a one-year term ending December 31, 2026.
- ***Ed Potosnak*** as Fire Chiefs' Association Council Liaison for a one-year term ending December 31, 2026.
- ***Ram Anbarasan*** as Fire Prevention Board Council Liaison Alternate and ***Shepa Uddin*** as Fire Prevention Board Council Liaison Regular, each for a one-year term ending December 31, 2026.
- ***Kimberly Francois, Alex Kharazi, Carl Wright*** & ***James Vassanella*** as Hamilton Street Advisory Board Council Representatives, each for a one-year term ending December 31,

2026.

- ***Ram Anbarasan*** as Historic Preservation Commission Council Liaison for a one-year term ending December 31, 2026.

- ***Carl Wright*** as Housing Authority Council Liaison for a one-year term ending December 31, 2026.

- ***Charles Onyejiaka*** as Human Relations Commission Council Liaison for a one-year term ending December 31, 2026.

- ***Kimberly Francois, Phillip Kramer*** & ***Shepa Uddin*** as IT Steering Committee Council Liaisons each for a one-year term ending December 31, 2026.

- ***Ed Potosnak*** as Joint Advisory Committee/Village of Kingston Franklin Township Council Liaison for a one-year term ending December 31, 2026.

- ***Ed Potosnak*** as Local Energy Team Council Liaison for a one-year term ending December 31, 2026.

- ***Shepa Uddin*** as Municipal Wastewater Management Planning Committee Council Liaison for a one-year term ending December 31, 2026.

- ***Ed Potosnak*** & ***Phillip Kramer*** as Open Space Advisory Committee Council Liaisons, each for a one-year term ending December 31, 2026.

- ***Ram Anbarasan*** as Planning Board Class III Member for a one-year term ending December 31, 2026.

- ***Kimberly Francois*** & ***Carl Wright*** as Redevelopment Agency Council Representatives, each for a one-year term ending December 31, 2026.

- ***Alex Kharazi*** as Senior Citizen Advisory Committee Council Liaison for a one-year term ending December 31, 2026.

- ***Charles Onyejiaka*** as Sewerage Authority Council Liaison for a one-year term ending December 31, 2026.

- ***James Vassanella*** as Shade Tree Commission Council Liaison for a one-year term ending December 31, 2026.

- ***Joseph Danielsen, Carl Wright*** & ***Kimberly Francois*** as Somerset Community Action Program Board of Trustees (Elected Official Members), each for a one-year term ending December 31, 2026.

- ***Ed Potosnak*** as Sustainable Jersey Municipal Certification Program (Green Team) Council Representative for a one-year term ending December 31, 2026.

- ***Alex Kharazi*** as Trails Advisory Committee Council Liaison for a one-year term ending December 31, 2026.

- ***Kimberly Francois*** as Youth Services Commission/Alliance Against Drug Abuse Council Liaison, for a one-year term ending December 31, 2026.

***Resolution #26-003*** 2026 Reappointment of Members to Various Boards, Committees and Commissions

**WHEREAS,** the listed appointment terms have expired; and

**WHEREAS,** the listed persons have served on the committees attended at least 50% of meetings; and

**WHEREAS,** the listed people have indicated they wish to be reappointed; and

**NOW, THERFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County, State of New Jersey that the following ***2026 Boards and Commissions Reappointments*** are hereby approved:

***Somerset County Solid Waste Advisory Committee***

§ *Maureen Sturgeon & Carl Hauck as Franklin Representatives, each for a one-year term*

*ending December 31, 2026*

***Local Energy Team***

- *Maureen Sturgeon (Engineer Representative), Carl Hauck (DPW Manager) & Theodore Chase (Environmental Commission Member), each for a one-year term ending December 31, 2026*

***Clean Communities Committee***

- Emily Amon & Carl Hauck, as Regular Members, each for a one-year term ending December 31, 2026

***Municipal Wastewater Management Planning Committee***

- *Joseph Danielsen (Sewerage Authority Director), Carl Hauck (DPW Manager) Ram Anbarasan (Planning Board Member) & Mark Healey (Planning Director), each for a one-year term ending December 31, 2026*

***Green Team (Sustainable Jersey)***

- *Theodore Chase (Planning Board Member), Walter Andrews (Environmental Commission Member), Paul Walitsky (Environmental Commission Chair), Mark Healey (Planning Director), Carl Hauck (DPW Manager), Stephen Gillooly (Shade Tree Commission Chair), Tara Kenyon (Open Space Consultant), Michael Burke (Citizen Member), Stanislav Jaracz (Citizen Member), Saffie Kallon (Special Projects Manager) & Robert Vornlocker (Township Manager), each for a one-year term ending December 31, 2026*

***Advisory Board of Health***

- *Anna Dulencin and Donna Lisi as Regular Member, each for a three-year term ending December 31, 2028*
- *Fatima S. El Banna* as Non-Voting Student Member for a one-year term ending December 31, 2026

***Advisory Recreation Council***

- *Richard Seamon, Sanal Palakkal, & Michele C. Peterson as Regular Members, each for a three-year term ending December 31, 2028*
- *Joseph Villuri as Student Non-Voting Member for a one-year term ending December 31, 2026*

***Agricultural Advisory Committee***

- *Robert Puskas, Albert Puchalek, Craig Feibel, Marik Johnson & Cathy Lynn Blumig as Regular Members, each for a one-year term ending December 31, 2026*
- *Bryan Hermann as Alternate Member, for a one-year term ending December 31, 2026*

***Board of Adjustment (Zoning)***

- *Robert Shephard as Regular Member, each for a four-year term ending December 31, 2029*

***Cultural Arts Council***

- *Laura Nicholls & Nicole Pride as Steering Committee Members, each for a three-year term ending December 31, 2028*

***Environmental Commission***

- *Theodore Chase & Arnold Schmidt as Regular Members, each for a three-year term ending December 31, 2028*
- *Paul Walitsky as Chairman for a one-year term ending December 31, 2026*

***Hamilton Street Advisory Board***

- *Yohan Park (SID Property Owner) & Geneva Hall (SID Business Owner/Operator), each for a three-year term ending December 31, 2028*
- *Nicholas DiMeglio (Chamber of Commerce President)*for a one-year term ending December 31, 2026

***Historic Preservation Advisory Commission***

- *Nancy Hohnstine (Class C) Alternate #1, for a two-year term ending December 31, 2027*

***Housing Authority***

- *Agnes Kulu-Banya as Regular Member for a five-year term ending February 8, 2031*

***Human Relations Commission***

- *Joseph Clark; Enayat Ron Poustchi; Samina Sattar & Gary Rosenthal as Regular Members, each for a three-year term ending December 31, 2028*

***Kingston Village Advisory Committee***

§ *David Weaverl as Franklin Representative, for a three-year term ending December 31, 2028*

***Open Space Advisory Committee***

§ *Theodore Chase as Planning Board Member for a term concurrent with Planning Board term*
§ *Robert Puskas as Agricultural Advisory Committee Member for a term concurrent with Agricultural Advisory Committee term*
§ *Mary A. Lauko as Shade Tree Advisory Committee Member for a term concurrent with Shade Tree Commission term*
§ *Vanessa Jones & David Triggs as Citizen Members, each for a three-year term ending December 31, 2028*

***Planning Board***

§ *Robert Thomas & Michael Orsini as Class IV Member, each for a four-year term ending December 31, 2029*

***Senior Citizen Advisory Committee***

§ *Constance Pizzaro as Senior Citizen Non-Club Member for a one-year term ending December 31, 2026*

***Sewerage Authority***

§ *Teresa Ford as Regular Member, for a five-year term ending January 31, 2031*
§ *Arnold Schmidt as Regular Member, for a five-year term ending January 31, 2031*
§ *Robert Kovacs as Alternate No. 1 Member, for a five-year term ending January 31, 2031*

***Trails Advisory Committee***

§ Vanessa Jones *as Open Space Advisory Committee Member, for a term concurrent with Open Space Advisory Committee term.*

***Resolution #26-004*** 2026 Appointments of Members to Various Boards, Committees and Commissions

**WHEREAS,** the listed appointment terms have expired or were vacant in 2025; and

**WHEREAS,** the listed persons have expressed interest in serving on said board, committee or commission; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County, State of New Jersey, the following ***2026 Boards, Committees and Commissions Appointments*** are hereby approved:

***Cultural Arts Council***

- *Rana Jwad as Steering Committee Member for a three-year term ending December 31, 2028*

***Environmental Commission***

- *Maria Santiago as Regular Member for a three-year term ending December 31, 2028*
- *Ellen Vastola as Alternate No. 1 for an unexpired two-year term ending December 31, 2026*

***Municipal Alliance Opiate Funds Advisory Subcommittee – All Terms One-Year Ending December 31, 2026***

- *Lieutenant Stacy Grant as FTPD Representative*
- *Lloyd Fredericks, as Alternate FTPD Representative Alternate*
- *Phyllis Beals as Municipal Alliance Committee Representative*
- *Peter Clark as Municipal Alliance Committee Representative Alternate*
- *Gaetano Catapano as Advisory Board of Health Representative*
- *Frank Picone as Community Agency Prevention Expert Representative*
- *Alyssa Granato as Community Agency Prevention Expert Representative Alternate*
- *Kimberly Francois as Council Liaison*
- *Alex Kharazi as Council Liaison Alternate*

***Open Space Advisory Committee***

- *Paul Walitsky as the Environmental Commission Member for a term concurrent with Environmental Commission term*

***Planning Board***

- *Marc Dancy as a Class IV Member for a four-year term ending December 31, 2029*
- *Theodore Chase as Class II Member for a one-year term ending December 31, 2027*

***Redevelopment Agency***

- *Linda Williams-Montgomery as a Citizen Member for five-year term ending December 31, 2030*

## 2026 MAYORAL APPOINTMENTS

Mayor Kramer reappointed Agnes Kulu-Banya as Trustee to the Library Board of Trustees for a 5-year term ending December 31, 2030.

Mayor Kramer reappointed Debora Kelly as the Mayor's Designee/Trustee to the Library Board of Trustees for a 1-year term ending December 31, 2026.

Mayor Kramer reappointed Robert LaCrte as the Class I Member to the Planning Board for a 1-year term ending December 31, 2026.

## COUNCIL COMMENTS & REPORTS

There were no comments or reports made at this time.

## TOWNSHIP MANAGER'S REPORT

Mr. Vornlocker congratulated the new council and all the appointees.

## APPROVAL OF WARRANTS

Mayor Kramer presented the following warrants in the amount of $23,200,514.71 for December 31, 2025 to the Township Council for payment:

| | | |
|---|---|---|
| 1 | Current | $17,977,221.94 |
| 2 | Grant | 1,109,809.25 |
| 3 | Tax Title Lien | 50,193.27 |
| 4 | General Capital | 408,174.52 |
| 5 | Water | 1,676,234.70 |
| 6 | Water Capital | 971,586.57 |
| 11 | Recreation Trust | 9,387.26 |
| 12 | Trust Others | 105,312.93 |
| 13 | Unemployment | |
| 15 | Redevelopment | |
| 17 | Animal Control | 3,509.81 |
| 19 | Self Insurance | |
| 20 | Affordable Housing | 11,198.46 |
| 21 | Hamilton St Special Improvement | 213.79 |
| 30 | Payroll Agency | 394,862.76 |
| 31 | Flexible Spending | |
| 35 | Historic Preservation | |
| 37 | Police Forfeiture | |
| 39 | Workers' Compensation | |
| 40 | Open Space | 482,809.45 |
| 42 | Redevelopment Escrow | |
| 50 | County Improvement Authority Fund | |
| SUBTOTAL | | 23,200,514.71 |
| 51 | Escrow | |
| GRAND TOTAL | | $23,200,514.71 |

***Motion*** - Approval of Warrants

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Vassanella |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## CONSENT AGENDA

Mayor Kramer presented the following Consent Agenda Resolutions to the Township Council for consideration:

***Motion*** - Adopt Consent Agenda

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Uddin |
| **SECONDER:** | Francois |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Resolution #26-005*** Authorize 2026 Special Depositories

**BE IT AND IT IS HEREBY RESOLVED** that **TD BANK** shall be the Depository for the following funds of the Township of Franklin, County of Somerset and State of New Jersey and the Custodian shall be designated as follows for the period January 1, 2026 to December 31, 2026:

| | |
|---|---|
| **DEPARTMENT OF COLLECTOR TRUST FUND** | **TAX COLLECTOR** |
| **MUNICIPAL COURT** | **COURT ADMINISTRATOR** |
| **MUNICIPAL COURT BAIL** | **COURT ADMINISTRATOR** |

***Resolution #26-006*** Authorize 2026 Depositories - All Township Funds

**BE IT AND IT IS HEREBY RESOLVED** that the following named banks shall be Depositories for all Township Funds and the Custodian shall be the Treasurer of the Township of Franklin, County of Somerset and State of New Jersey for the period January 1, 2026 to December 31, 2026

**BANK OF AMERICA**
**PNC**
**NEW MILLENNIUM BANK**
**TD BANK**
**CITIZENS BANK, N.A (FORMERLY INVESTORS SAVINGS BANK)**
**MAGYAR SAVINGS BANK**
**FIRST BANK OF NJ**
**THE PROVIDENT BANK**
**SANTANDER BANK (FORMERLY SOVEREIGN BANK)**
**REGAL BANK (FORMERLY COMMUNITY FIRST BANK)**
**NEW JERSEY CASH MANAGEMENT FUND**
**NEW JERSEY ASSET AND REBATE MANAGEMENT PROGRAM**

**BE IT FURTHER RESOLVED** that all disbursements made by check shall be signed by the Mayor or Deputy Mayor and the Chief Financial Officer or Township Treasurer with the following exceptions:

**EMPLOYMENT PAYROLL DEDUCTIONS**
**PETTY CASH**
**STATE UNEMPLOYMENT**
**WORKERS' COMPENSATION**
**SELF INSURANCE**
**PAYROLL**

which shall be signed by the Chief Financial Officer or Treasurer.

***Resolution #26-007*** Adopt 2026 Cash Management Plan

**WHEREAS,** NJSA 40A:5-14 of the Local Fiscal Affairs Law requires that every local unit shall adopt a "Cash Management Plan" and shall deposit in an interest-bearing account, all available public funds pursuant to the plan;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Franklin, County of Somerset and State of New Jersey, hereby adopts the following "Cash Management Plan" policy to be utilized by the Township of Franklin for the year 2026; and

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be filed with the Director of the Division of Local Government Services, Township Auditor, and Chief Financial Officer of the Township of Franklin (Somerset County).

**FINANCIAL and CASH MANAGEMENT PLAN OF THE TOWNSHIP OF FRANKLIN**
**COUNTY OF SOMERSET, NEW JERSEY**

**I. STATEMENT OF PURPOSE**

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A: 5-14 in order to set forth the basis of deposits ("Deposits") and investment ("Permitted Investments")

of certain public funds of the Township of Franklin, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments herein after referred to. The intent of the plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity, (regarding its availability for the intended purposes), and the maximum investment return within such limits. The plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

Furthermore, Council seeks to memorialize the framework of the Township Financial Management Plan that has been in existence and further developed since 2013. The Financial Management Plan demonstrates the Council's thoughtful and fiscally responsible long-term plan to routinely maintain the town's infrastructure in a planned organized manner, maintain fiscal solvency and adequate reserves, while maintaining a stable tax rate.

## II. DEFINITIONS

"Arbitrage" refers to the rules and regulations governing the issuance of bonds or notes and the reinvestment of the proceeds at higher yield. These regulations are promulgated by the Internal Revenue Service, Regulation 1.103.

"Certificate of Eligibility" is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a Public Depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act, GUDPA.

"GUDPA" requires a bank that accepts public funds to be a public depository. A "Public Depository" is defined as a state bank, a national bank, a savings bank or association which is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which received or holds public funds on deposit. A local unit may make deposits in, or purchase certificates of deposit from, banks which are located in New Jersey, and which meet the requirements of the "GUDPA".

"The New Jersey Cash Management Fund." The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52-18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the "Fund"). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a "common trust" fund pursuant to the statute that created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds that meet the investment requirements of the statute. These obligations include, among other things, evidence of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA protected deposits by Local Units.

## III. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A) The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township.

Current Fund
Grant Fund
Trust Assessment Fund
General Trust Fund
Animal Control Fund
Unemployment Insurance Trust Fund
Self-Insurance Trust Fund
Serial Bonds Refunding Trust Fund
General Capital Fund
Water Utility Operating Fund
Water Utility Capital Fund
Public Assistance Fund
Bond & Interest Fund
Affordable Housing Trust Fund
Open Space Trust Fund
Acquisition and Preservation of Historical Structures Account
Green Acres Trust Account

Employee Payroll Deduction Account
Payroll Account
Environmental Impairment Account
Workers Compensation Account
Warrant Account
Developers Escrow
Hamilton Street Special Improvement District Account

B) The Plan is not intended to cover the deposit and/or investment of the following Funds and Accounts of the Township

. Petty Cash Funds

. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.

. Deposit, retainage, or amounts posted by way of bond, held by the Township for such things as faithful performance, if the Township would be required by law to pay back any interest earned to the provider of the deposit, except where the Township is required by law or court decision to invest the fund.

. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not Federally Tax Exempt) issue pursuant to federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rate obtainable.

## IV. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF FRANKLIN AUTHORIZED TO MAKE DEPOSTS AND INVESTMENTS

The Chief Financial Officer, and The Township Treasurer, (The "Designated Officials") are hereby authorized and directed to deposit and/or invest the Funds referred to in the plan.

## V. STANDARDS OF CARE

. The Designated Officials involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

. The Designated Officials shall disclose any material interests in the financial institutions with which business is conducted and they shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Township.

. The Chief Financial Officer, under the direction of the Township Manager, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the Township are protected from loss, theft, or misuse.

## VI. PROCEDURES FOR THE RECEIPT OF MONIES

A) Department Procedures

. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.

. All monies collected or received from any source by or on behalf of the Township shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.

. All monies received shall be placed in a secured place until forwarded for deposit.

. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee pay checks is prohibited.

B) Chief Financial Officer (Designated Official)

. The Chief Financial Officer shall:

. Deposit all monies collected or received from any source by or on behalf of the Township within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A: 5-15.

. Ensure that all monies deposited are in interest bearing accounts.

. Make recommendations of legal public depositories to the Township Council who shall by resolution designate said depositories at the first meeting of the calendar year.

. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with that bank statement by the end of the following month.

. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Banking and Insurance, Governmental Unit Deposit Protection Act notification of Certificate of Eligibility, which must be filed semi-annually in the Department of Banking as of June 30th and December 31st of each year.

## VII. DESIGNATION OF DEPOSITORIES

The Township Council authorized resolution on January 3, 2026 which designated the following banks and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposits which are not otherwise invested in "Permitted Investments as provided for in this Plan".

BANK OF AMERICA
PNC
NEW MILLENIUM BANK
TD BANK
CITIZENS BANK, N.A. (FORMERLY INVESTORS SAVINGS BANK)
MAGYAR SAVINGS BANK
FIRST BANK OF NJ
THE PROVIDENT BANK
SANTANDER BANK (FORMERLY SOVEREIGN BANK)
REGAL BANK (FORMERLY COMMUNITY FIRST BANK)
NEW JERSEY CASH MANAGEMENT FUND
NEW JERSEY ASSET AND REBATE MANAGEMENT PROGRAM

## VIII. AUTHORIZED INVESTMENTS

A) Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments

. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America

. Government Money Market Mutual Funds

. Any Obligations that a Federal Agency or a Federal Instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor.

. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located.

. Bonds, BANs or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units.

. Local Government Investment pools.

. Deposits with the State of New Jersey Cash Management Fund established

pursuant to section 1 of P.L. 1977, c. 281 (C.52:18A-90.4) or

. Agreements for the repurchase of fully collateralized securities if:

. The underlying securities are permitted investments pursuant to paragraphs "1" and "3" of this subsection a;

. The custody of collateral is transferred to a third party;

. The maturity of the agreement is not more than 30 days;

. The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (c.17:9-41); and

. A master repurchase agreement providing for the custody and security of collateral is executed.

B) For purposes of the above language, the terms "Government Money Market Mutual Fund" and "Local Government Investment Pool" shall have the following definitions: "Government Money Market Mutual Fund" An Investment Company or Investment Trust:

. This is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. Sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec, 270. 2a-7.

. The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270. 2a-7 and

. Repurchase agreements that are collateralized by such U.S. Government Securities; and

. Which has:

(i) Attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) Retained an investment advisor registered or exempt from registration with the security and exchange commission pursuant to the "Investment Advisors Act of 1940," is U.S.C. Sec 806-1 et seq., with experience investing in U.S. Government Securities for at least the most recent past 60 months and with assets under management in excess of $500 million.

C) "Local Government Investment Pool". An investment pool:

. Which is managed in accordance with 17 C.F.R. sec. 270.2a-7;

. Which is rated in the highest category by a nationally recognized statistical rating organization;

. Which is limited to U.S. Government securities that meet the definition of eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that collateralized by such U.S. Government securities.

. Which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments.

. Which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

. Which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a National or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967

c.9(C.49:3-56) and has at least $25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in an borrowing on such U.S. Government securities.

## IX. SAFEKEEPING CUSTODY PAYMENT

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of Franklin, then such instrument or security shall be covered by all custodial agreements with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Township of Franklin or by a third-party custodian prior to or upon the release of the Township of Franklin's funds.

## X. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Officials referred to in Section IV hereof shall supply to the governing body of the Township of Franklin a written report of any Deposits of Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

1. The name of any institution holding funds of the Township of Franklin as a Deposit of a Permitted Investment.

2. The amount of securities or Deposits purchased or sold during the immediately preceding month.

3. The class or type of securities purchased, or Deposits made.

4. The book value of such Deposits or Permitted Investment.

5. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.

6. The fees incurred to undertake such Deposits or Permitted Investments.

7. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.

8. All other information which may be deemed reasonable from time to time by the governing body of the Township of Franklin.

## XI. TOWNSHIP AUDITOR

The Township Investment practices (including compliance with N.J.S.A. 40A:5-14) and the agreement for banking services and compensation thereof shall be reviewed by the Township Auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Cash Management Plan and State Statute, the applicable State Statute shall apply.

## XII. SURETY BONDS

a. The Chief Financial Officer and Treasurer shall be covered by surety bonds. During the annual audit, the Township Auditor shall examine said bonds to determine that proper coverage has been obtained.

b. Staff members of the Chief Financial officer's office other than the Treasurer (See a above) shall be covered by a public employee's faithful performances bond in the minimum amount of $10,000.

## XIII. FINANCIAL MANAGEMENT PLAN

- In order to stay within the CAP levies and to minimize tax increases to the Township constituents, the annual Township Budget includes an annual "Surplus Anticipated" funded from Fund Balance. It is Council's intent that the "Surplus Anticipated" applied to

the annual budget should not exceed the revenue regenerated as a result of annual operations for that year.

- The Council understands the importance of maintaining adequate reserves for unexpected loss of revenue, emergency appropriations and tax rate stability. It is the Council's goal that a Fund Balance of at least $20 million should be maintained, unless an emergency occurs. Any draws below the target, if necessary, should be replenished within a five (5) year period.

- Council authorizes the annual Ordinance to exceed the Municipal Budget Appropriation Limits and to establish a Cap Bank, as a "reserve" available for appropriation if needed in subsequent years.

- CAPITAL IMPROVEMENTS:

1. Council has adopted a long-term plan to replenish a prorata percentage of Township infrastructure based on the estimated life and length of miles / amount of equipment, i.e., roads, water pipes and other facilities, vehicles, IT & HVAC equipment, roofs.
    - Council is increasingly trying to fund these recurring infrastructure capital improvements out of "Cash Capital."

d. Debt Service
    - Debt issuances and repayment schedules will be analyzed in consultation with the appropriate Township professionals.
    - A goal of the Township is to maintain an approximately level overall debt service pattern.
    - Projections of borrowing needs and costs will be performed by the appropriate Township professionals, at least annually.
    - The Township maintains sufficient cash flow to avoid the expense of Tax Anticipation Notes (TANS).

e. Additional Financial Management Controls / Initiatives
    - Council maintains, monitors and shall continue to build, where and when able, Budget Reserves / Trust Funds to cover higher than expected expenses:
        - Snow
        - Tax Appeals
        - Accumulated Leave Compensation
        - Salary Adjustments
        - State Unemployment Insurance, Workers' Compensation Trusts and other Insurance Trusts (self-funded)
        - Other Post-Employment Benefits (OPEB)
    - Council maintains a higher than required level of fiscal scrutiny of Township spending on the taxpayers' behalf by requiring Council review and resolution for all vendor expenses greater than $17,500, including State and Co-op contracts and exempt software maintenance, whereas the State requires resolutions at $40,000.
    - Council continually looks to expand opportunities for Interlocal Shared Service Agreements to reduce operating costs, i.e., health insurance, Somerset County Board of Health and Sr. Citizen transportation services.
    - Council has committed to an active aggressive approach to improving the economic health and the tax base of Franklin Township, including efforts to revitalize the downtown business district and expand business development and tourism in the Township.
        - In 2014, the Council took over the Hamilton Street Business District and has been aggressively working with the local business owners, constituents in the area, the Police Department, and economic development experts to revitalize the downtown business district.
        - The Council authorized the filling of an Economic Development Manager position (eliminated in the recession of 2007) and is working with an Economic Development Advisor, the Zoning Board, local businesses and hotels to develop a long tern focused plan to expand business development and tourism in Franklin Township.

## XIV. TERM OF PLAN

This Plan shall be in effect from January 1, 2026 to December 31, 2026. Attached to this Plan is a resolution of the governing body of the Township of Franklin approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the

same manner as the original Plan was so acknowledged.

***Resolution #26-008*** Fix the 2026 Rate of Interest to be Charged on Delinquent Taxes or Assessments

**WHEREAS**, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law; and

**WHEREAS**, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first $1,500, of the delinquency and 18% per annum on any amount in excess of $1,500 and allows an additional penalty of 6% be collected against a delinquency in excess of $10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; 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 Tax Collector is hereby authorized and directed to charge 8% per annum on the first $1,500. of taxes becoming delinquent after due date and 18% per annum on any amount of taxes in excess of $1,500, becoming delinquent after due date and if a delinquency is in excess of $10,000, and remains in arrears beyond December 31st, an additional penalty of 6% shall be charged against the delinquency.

2. Effective January 1, 2026 there will be a ten (10) day grace period of quarterly tax payments made by cash, check or money order.

3. Any payments not made in accordance with paragraph two of this resolution shall be charged interest from the due date as set forth in paragraph one of the resolution.

4. A certified copy of the resolution shall be provided by the Municipal Clerk to the Tax Collector, Township Attorney, and Township Auditor for the Township of Franklin.

***Resolution #26-009*** Appoint Lucinda Belanger as Public Agency Compliance Officer for 2026

**WHEREAS**, N.J.A.C. 17:27-1.1 provides that no public work contracts can be awarded nor any monies paid until the prospective contractor has agreed to contract performance which complies with an approved affirmative action program; and

**WHEREAS**, N.J.A.C. 17:27-3.5 provides that each public agency shall annually designate an officer or employee to serve as its public agency compliance officer;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey that Lucinda Belanger, Purchasing Administrator be appointed as the Public Agency Compliance Officer for a one-year term ending December 31, 2026.

***Resolution #26-010*** Authorize 2026 Temporary Budget

**WHEREAS,** RS 40A:4-19 of the Local Budget Act provides that temporary appropriations should be made for the purpose and amounts required;

**NOW, THEREFORE, BE IT RESOLVED** that the following temporary appropriations be made for CY2025; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be transmitted to the Finance Officer of the Township of Franklin, County of Somerset, New Jersey:

**TOWNSHIP OF FRANKLIN**
**TEMPORARY BUDGET (CY-2026)**

**CURRENT FUND BUDGET**

| ACCOUNT | | | DESCRIPTION | SALARIES & WAGES | OTHER EXPENSES | TOTAL |
|---|---|---|---|---|---|---|
| 001 | 200 | 100 | General Administration | 90,000.00 | 50,000.00 | 140,000.00 |
| 001 | 200 | 102 | Purchasing | 13,920.00 | 23,000.00 | 36,920.00 |
| 001 | 200 | 105 | Human Resources | 30,600.00 | 50,000.00 | 80,600.00 |
| 001 | 200 | 110 | Township Council | 19,120.00 | 10,000.00 | 29,920.00 |
| 001 | 200 | 120 | Municipal Clerk | 55,200.00 | 15,000.00 | 70,200.00 |
| 001 | 200 | 121 | Elections | 800.00 | 5,000.00 | 5,800.00 |
| 001 | 200 | 130 | Financial Administration | 22,227.84 | 72,344.07 | 94,571.91 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 001 | 200 | 140 | Data Processing | 42,000.00 | 257,000.00 | 299,000.00 |
| 001 | 200 | 145 | Tax Collection | 24,000.00 | 5,000.00 | 29,000.00 |
| 001 | 200 | 150 | Tax Assessor | 85,464.00 | 20,000.00 | 105,464.00 |
| 001 | 200 | 170 | Economic Development | | 2,000.00 | 2,000.00 |
| 001 | 200 | 155 | Legal Services | | 100,000.00 | 100,000.00 |
| 001 | 200 | 165 | Engineering Services | 56,400.00 | 50,000.00 | 106,400.00 |
| 001 | 200 | 190 | Boards and Commissions | | 16,500.00 | 16,500.00 |
| 001 | 210 | 180 | Planning Board | 73,200.00 | 15,000.00 | 88,200.00 |
| 001 | 220 | 195 | Code Enforcement | 292,800.00 | 88,000.00 | 380,800.00 |
| 001 | 230 | 210 | Liability Insurance | | 920,000.00 | 920,000.00 |
| 001 | 230 | 220 | Group Health Insurance | | 2,524,600.49 | 2,524,600.49 |
| 001 | 250 | 240 | Police Department | 3,720,000.00 | 250,000.00 | 3,970,000.00 |
| 001 | 250 | 245 | Crossing Guards - Police | 52,364.40 | | 52,364.40 |
| 001 | 250 | 252 | Emergency Management | 3,762.00 | | 3,762.00 |
| 001 | 250 | 255 | Joint Fire Board | | 7,000.00 | 7,000.00 |
| 001 | 250 | 260 | First Aid Squads | | 5,000.00 | 5,000.00 |
| 001 | 250 | 265 | Uniform Fire Safety | 180,000.00 | 3,000.00 | 183,000.00 |
| 001 | 250 | 275 | Prosecutor's Office | | 23,250.00 | 23,250.00 |
| 001 | 250 | 490 | Municipal Court | 92,400.00 | 10,000.00 | 102,400.00 |
| 001 | 250 | 495 | Public Defender | | 15,000.00 | 15,000.00 |
| 001 | 260 | 280 | Fleet Maintenance | | 100,000.00 | 100,000.00 |
| 001 | 260 | 290 | Street & Road Maintenance | | 80,000.00 | 80,000.00 |
| 001 | 260 | 300 | Public Works Administration | 540,000.00 | | 540,000.00 |
| 001 | 260 | 305 | Solid Waste Collection | | 200,000.00 | 200,000.00 |
| 001 | 260 | 310 | Buildings & Grounds | | 100,000.00 | 100,000.00 |
| 001 | 260 | 315 | Snow Removal | 110,000.00 | 350,000.00 | 460,000.00 |
| 001 | 260 | 335 | Shade Tree | | 100.00 | 100.00 |
| 001 | 280 | 370 | Recreation Programs & Svs | 143,000.00 | 15,000.00 | 158,000.00 |
| 001 | 280 | 370 | Recreation Programs & Svs | 176,000.00 | 15,000.00 | 191,000.00 |
| 001 | 300 | 415 | Accumulated Sick & Vac | | | |
| 001 | 300 | 416 | Salary Adjustments | | | |
| 001 | 300 | 428 | Environmental Commission | | 10,500.00 | 10,500.00 |
| 001 | 310 | 440 | Utilities | | 2,467,979.51 | 2,467,979.51 |
| 001 | 330 | 340 | Animal Control | 37,200.00 | 5,000.00 | 42,200.00 |
| 001 | 360 | 471 | Public Employees' Retirement Sys | | 1,410,860.00 | 1,410,860.00 |
| 001 | 360 | 472 | Social Security Contributions | | 401,700.00 | 401,700.00 |
| 001 | 424 | 424 | Reserve for Tax Title Lien | | | |
| 001 | 360 | 476 | Police & Firemen's Retirement System | | 4,145,515.00 | 4,145,515.00 |
| 001 | 360 | 477 | Defined Pension Contribution | | | |
| **001 Total Within CAP** | | | | **5,861,258.24** | **13,838,349.07** | **19,699,607.31** |
| 002 | 250 | 250 | Police Dispatch/911 | 235,200.00 | 80,000.00 | 315,200.00 |
| 002 | 290 | 390 | Municipal Library | | 2,027,274.00 | 2,027,274.00 |
| 001 | 270 | 781 | Senior Transportation | | 24,513.00 | 24,513.00 |
| 002 | 270 | 781 | Interlocal Health - Somerset Cnty | | 191,720.49 | 191,720.49 |
| **002 Total Excluded from CAP** | | | | **235,200.00** | **2,323,507.49** | **2,558,707.49** |
| **002 TOTAL TEMPORARY BUDGET EXCLUSIVE OF PUBLIC ASSISTANCE, CAPITAL IMPROVEMENT AND DEBT SERVICE** | | | | **6,096,458.24** | **16,161,856.56** | **22,258,314.80** |
| 001 | 330 | 345 | Public Assistance Administration | | | |
| 001 | 510 | 890 | Interlocal - BOE | 578,147.58 | 46,865.00 | 625,012.58 |
| 002 | 450 | 920 | Bond Principal | | 3,330,000.00 | 3,330,000.00 |
| 002 | 450 | 930 | Bond Interest | | 1,223,275.00 | 1,223,275.00 |
| 001 | 450 | 910 | Loan | | 90,032.64 | 90,032.64 |
| **003 TOTAL TEMPORARY BUDGET FOR PUBLIC ASSISTANCE, CAPITAL IMPROVEMENT AND DEBT SERVICE** | | | | **578,147.58** | **4,690,172.64** | **5,268,320.22** |
| **Grand Total APPROPRIATIONS** | | | | **6,674,605.82** | **20,852,029.20** | **27,526,635.02** |

**WATER UTILITY TEMPORARY BUDGET**

| DESCRIPTION | FCOA | SALARIES & WAGES | OTHER EXPENSES | TOTAL |
|---|---|---|---|---|
| **Operating:** | | | | |
| Salaries & Wages | 55-501 | 758,836.56 | | 758,836.56 |
| Other Expenses | 55-503 | | 5,513,714.89 | 5,513,714.89 |
| **Capital Improvements:** | | | | |
| Down Payments on Improvements | 55-510 | | | |
| Capital Improvements - Outlay | 55-511 | | | |
| **Debt Service:** | | | | |
| Bond Principal | 55-520 | | 2,040,000.00 | 2,040,000.00 |
| Bond Interest | 55-522 | | 753,425.00 | 753,425.00 |
| **Statutory Expenditures:** | | | | |
| Social Security | 55-541 | | 108,482.50 | 108,482.50 |
| PERS | | | 500,000.00 | 500,000.00 |
| **TOTAL WATER UTILITY APPROPRIATION** | | **758,836.56** | **8,915,622.39** | **9,674,458.95** |

**OPEN SPACE TEMPORARY BUDGET**

| DESCRIPTION | FCOA | SALARIES & WAGES | OTHER EXPENSES | TOTAL |
|---|---|---|---|---|
| **Operating:** | | | | |
| Salaries & Wages | 55-501 | 42,900.00 | | 42,900.00 |
| Other Expenses | 55-503 | | 2,218,123.74 | 2,218,123.74 |
| **Capital Improvements:** | | | | |
| Down Payments on Improvements | 55-510 | | | |
| Capital Improvements - Outlay | 55-511 | | | |
| **Debt Service:** | | | | |
| Bond Principal | 55-520 | | 710,000.00 | 710,000.00 |
| Bond Interest | 55-522 | | 145,825.00 | 145,825.00 |
| **Statutory Expenditures:** | | | | |
| Social Security | 55-541 | | 15,000.00 | 15,000.00 |
| **TOTAL WATER UTILITY APPROPRIATION** | | **42,900.00** | **3,088,948.74** | **2,131,848.74** |

***Resolution #26-011*** Donation of 2025 Wedding Fees to Second Chance for Animals, Inc. in the amount of $4,550.00 (91 ceremonies)

**WHEREAS,** the Second Chance for Animals, Inc. provides the Township of Franklin services at no cost in connection with its Animal Shelter, including but not limited to funding a part-time animal handler and lower cost spaying and neutering; and

**WHEREAS,** as per the Municipal Code Chapter 188, Fees, the Township of Franklin receives $50.00 per wedding performed;

**WHEREAS,** as per Resolution #25-012 designated wedding fees for weddings performed by the Mayor and Deputy Mayor in 2025 to be deposited to the Animal Shelter Trust (T-17-60-000-0120-293); and

**WHEREAS**, Mayor Phillip Kramer, Deputy Mayor Shepa Uddin and Councilman Ram Anbarasan (former Deputy Mayor)wish to donate proceeds raised in 2025 for performing 91 weddings to Second Chance for Animals, Inc. in the amount of $4,550.00;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, Somerset County that it hereby authorize the donation of $4,550.00 raised from the Mayor, Deputy Mayor and former Deputy Mayor Performed Weddings in 2025 to Second Chance for Animals, Inc.

***Resolution #26-012*** Designation of Wedding Fees for Weddings Performed by Mayor, Deputy Mayor and Councilmembers in 2026

**WHEREAS**, Municipal Code Section 180-9 provides that any person that seeks to have the Mayor, Deputy Mayor and former Deputy Mayor perform marriage or civil union ceremonies is

required to pay a fee of $150.00 to the Township Clerk's Office; and

**WHEREAS**, Municipal Code Section 180-9 also provides that $100.00 is retained by the Township and $50.00 is disbursed to the Mayor, Deputy Mayor and former Deputy Mayor; and

**WHEREAS**, it is the request of the Mayor, Deputy Mayor and former Deputy Mayor of Franklin Township that their fee of $50.00 be deposited to Donations to the Animal Shelter (Line Item #T-17-60-000-0120-293);

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Franklin, County of Somerset, State of New Jersey that the fees disbursed to the Mayor, Deputy Mayor and former Deputy Mayor in 2026 for marriage or civil union ceremonies be deposited as Donations to the Animal Shelter (Line Item #T-17-60-000-0120-293).

***Resolution #26-013*** Designate Official Online Publications for 2026

**WHEREAS**, N.J.S.A. 35:1-1 et seq. authorizes municipalities to designate newspapers and online news publications for the publication of legal notices, ordinances, resolutions, and other official advertisements; and

**WHEREAS**, N.J.S.A. 35:1-2.1 permits municipalities to designate online news publications that meet certain criteria as official publications for legal notices; and

**WHEREAS**, the Township Council of the Township of Franklin deems it necessary and in the public interest to designate official publications for the calendar year 2026; and

**WHEREAS**, the designated publications must qualify under the statutes governing legal publications in New Jersey and must provide adequate circulation and accessibility to Township residents; and

**WHEREAS**, the Township Council wishes to ensure transparency and broad public access to official Township notices, ordinances, and legal advertisements;

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

**Section 1: Designation of Official Publications**

The following Online News Publications are hereby designated as the official online news publications for the Township of Franklin for all legal notices, ordinances, resolutions, and advertisements required by law for the calendar year 2026:

1. TAPinto Franklin
2. The Franklin Reporter & Advocate

**Section 2: Requirements**

All designated publications must:

- Maintain regular publication schedules
- Provide accessibility to Township residents
- Meet all requirements under N.J.S.A. 35:1-1 et seq.
- Maintain archives of published legal notices for public access

**Section 3: Township Website Publication**

In addition to designated publications above, all ordinances, resolutions, and legal notices shall also be published on the official Township of Franklin website at www.franklintwpnj.org to ensure maximum public accessibility.

**Section 4: Authorization**

The Township Clerk is hereby authorized and directed to cause all legal notices, ordinances, resolutions, and advertisements to be published in the designated publications as required by law.

**Section 5: Term**

This resolution shall be effective for the calendar year 2026, from January 1, 2026 through December 31, 2026.

**Section 6: Effective Date**

This resolution shall take effect immediately upon passage according to law.

***Resolution #26-014*** Award Purchase - Various Newspapers & On-Line Publications - Legal Advertising for 2026 - Amount Not to Exceed $15,000.00

**WHEREAS,** the Township of Franklin requires the publication of legal notices and advertisements in various newspapers and online publications to comply with the requirements of New Jersey statutes; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(j) exempts the publishing of legal notices in newspapers as required by law from the bidding requirements of the Local Public Contracts Law; and

**WHEREAS**, legal advertising in newspapers and online publications of general circulation is required pursuant to N.J.S.A. 40:53-1 et seq., and other applicable New Jersey statutes; and

**WHEREAS**, the Township Council has determined that the following newspapers and online publications meet the statutory requirements for legal advertising and serve the public interest by providing broad access to legal notices:

- TAPinto Franklin
- The Franklin Reporter & Advocate
- NJ Press Media Solutions (The Courier News)
- The Princeton Packet

**WHEREAS**, the Chief Financial Officer has certified that funds are available, subject to the adoption of the CY2026 Municipal Budget, for this purpose in an amount not to exceed $15,000.00 for the calendar year 2026; and

**WHEREAS**, it has been determined in prior resolutions that it is in the best interest of the Township to authorize the publication of legal advertisements in the aforesaid publications during calendar year 2026;

**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 purchase for 2026 Legal Advertising is awarded to the following:

    - TAPinto Franklin, PO Box 794, New Providence, NJ 0794
    - The Franklin Reporter & Advocate, PO Box 5811, Somerset, NJ 08875
    - NJ Press Media Solutions (The Courier News), PO Box 677599, Dallas, TX 7527-7599
    - The Princeton Packet, 130 Twinbridge Drive, Pennsauken, NJ 08110

2. The total expenditure for legal advertising in all publications shall not exceed $15,000.00 for the 2026 calendar year.

3. All legal advertisements shall be placed in accordance with applicable New Jersey statutes governing legal notice requitements.

4. This resolution shall take effect immediately upon adoption.

***Resolution #26-015*** Award Purchase - General Code Publishers - Supplement Services & E-Code Maintenance - CY2026 - Amount Not to Exceed $9,000.00

**WHEREAS,** the Township of Franklin requires professional services for the supplementation and maintenance of its municipal code through e-code services; and

**WHEREAS**, General Code Publishers provides specialized services for municipal code supplement services and electronic code maintenance; and

**WHEREAS**, this purchase is exempt from the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., pursuant to N.J.S.A. 40A:11-5(1)(b)(x) as services necessarily incurred in connection with the revision and codification of municipal ordinances; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available, subject to the adoption of the CY2026 Municipal Budget, for this purpose in an amount not to exceed $12,500,00 for Calendar Year 2026; and

**WHEREAS**, the Township Council has determined that it is in the best interest of the Township to award this contract to General Code Publishers for the provision of these services;

**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 hereby awards a purchase contract to General Code Publishers for supplement services and e-code maintenance for Calendar Year 2026 in an amount not to exceed $12,500.00.

2. This award is made subject to all applicable statutes and exemptions governing municipal contracting.

3. The Chief Financial Officer is authorized to encumber funds in the amount not to exceed $12,500.00 for this purpose.

4. This resolution shall take effect immediately upon adoption.

***Resolution #26-016*** Confirm 2026 Appointments of Municipal Court Judge, Prosecutors and Public Defender

**BE IT RESOLVED** by the Mayor and Council of the Township of Franklin, Somerset County, State of New Jersey that the following appointments are hereby confirmed:

- ***Steven H. Fleischer*** as ***Municipal Court Judge*** of the Township of Franklin for a three-year term ending December 31, 2028

- ***Mohamed Jalloh*** as ***Township Prosecutor*** of the Township of Franklin for a one-year term ending December 31, 2026

- ***Norman Albert*** as ***Associate Township Prosecutor*** of the Township of Franklin for a one-year term ending December 21, 2026

- ***Ryan V. Albert*** as ***Alternate Township Prosecutor*** of the Township of Franklin for a one-year term ending December 31, 2026

- ***Dennis Auciello*** as ***Public Defender*** of the Township of Franklin for a one-year term ending December 31, 2026

***Resolution #26-017*** Authorizing ADP as the Township Payroll Service for 2026

**WHEREAS,** the Township of Franklin recognizes the importance of an efficient and reliable payroll service to ensure the timely and accurate payment of wages to its employees; and

**WHEREAS**, ADP (Automated Data Processing, Inc.) is a reputable and experiences provider of payroll services, offering a comprehensive range of payroll processing, tax filing, and employee management solutions; and

**WHEREAS**, the Township of Franklin has reviewed and evaluated the services offered by ADP and determined that they meet the needs of the Township; and

**WHEREAS**, the Township of Franklin seeks to enhance its payroll processing capabilities and ensure compliance with all applicable state and federal regulations;

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

1. **Authorization of ADP:**
   The Township of Franklin hereby authorizes the engagement of ADP as the payroll service provider for the Township for CY2026.

2. **Implementation:**
   The Township Manager and the Finance Department are directed to take all necessary actions to implement the payroll services provided by ADP.

3. **Effective Date:**
   This resolution shall take effect immediately upon its passage and adoption.

***Resolution #26-018*** Authorize Chief Finance Officer as Approval Officer to Supervise Activities of ADP (Payroll Services) for 2026

**WHEREAS,** the Township of Franklin has engaged ADP (Automatic Data Processing, Inc.) as its payroll service provider to ensure the timely and accurate payment of wages to its employees; and

**WHEREAS**, NJAC 5:30-17.3 requires the designation of an Approval Officer to oversee and supervise the activities of payroll service providers to ensure compliance with Township policies and financial regulations; and

**WHEREAS**, the Chief Finance Officer (CFO) of the Township of Franklin possesses the necessary expertise and authority to fulfill this supervisory role;

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

4. **Designation of Approval Officer:**
   The Chief Finance Officer (CFO) of the Township of Franklin is hereby designated as the Approval Officer to supervise and oversee the activities of ADP for the year 2026, in accordance with NJAC 5:30-17.3.

5. **Responsibilities:**
   The CFO, as the Approval Officer, shall be responsible for:

   - Monitoring the performance of ADP to ensure the accurate and timely processing of payroll.
   - Ensuring that ADP's activities comply with all applicable state and federal regulations as well as Township policies.
   - Reviewing and approving all payroll-related transactions and reports generated by ADP.
   - Addressing and resolving any issues or discrepancies related to payroll processing.

6. **Compliance with NJAC 5:30-17.3:**
   The CFO shall ensure that all activities related to the payroll processing by ADP are conducted in compliance with the provisions of NJAC 5:30-17.3, which includes the verification of payroll documentation, maintenance of proper records, and adherence to financial controls.

7. **Effective Date**

   This resolution shall take effect immediately upon its passage and adoption.

***Resolution #26-019*** Award Purchase - Annual Postage for FP Machine - US Postal Service - Amount Not to Exceed $88,585.00

**WHEREAS,** the Township of Franklin desires to purchase items as follows, which items when combined with prior purchases exceed the prevailing bid threshold:

| | |
|---|---|
| **VENDORS:** | **US Postal Service USPS CMRS-FP** |
| | PO BOX 7247-0119 |
| | Philadelphia, PA 19170-0119 |
| **ITEMS:** | Annual Postage for FP Machine |
| **COST:** | $88,585.00 |

**WHEREAS,** 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;

**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.

***Resolution #26-020*** Authorizing Purchases Under New Jersey State Contract and Other Authorized Government Co-Ops - 2026

**WHEREAS,** various department/divisions utilize open-ended contract for routine, reoccurring items which may be in the aggregate exceed $17,500.00 Ordinance No. 4216-17; and

**WHEREAS,** State Contract purchases are permitted without competitive bidding under 40A:11-12, the New Jersey State Co-operative Purchasing Program 1-NJCP; and

**WHEREAS,** other such as, but not restricted to include authorized co-operative pricing systems awarded in accordance with LFN 2010-12. Agency for Somerset County Cooperative Pricing System (#2SOCCP), The Morris County Cooperative Pricing Council (MCCPC) managed by the Township of Randolph, Educational Services Commission of New Jersey Cooperative System (ESCNJ), Hunterdon County ESC NJ Co-Op(#34HUNCCP), Bergen County Co-Op (#CK04-Bergen) and Cranford #47CPCPS; and

**WHEREAS,** these purchases are made on a unit price basis with certification of availability of funds being provided for each Purchase Order/Voucher for such goods or services; and

**NOW, THEREFORE, BE IT RESOLVED,** that Township of Franklin, Somerset County authorizes purchasing under any valid 2026 State Contracts, authorized co-operative pricing systems and subsequent renewals or extensions for all State Contracts including but not limited to those on file with the Township Clerk.

***Resolution #26-021*** Reappointing Mark Healey, Director of Land Use as the Municipal Housing Liaison

**WHEREAS**, in accordance with the Fair Housing Act of 1985 at N.J.A.C. 5227D-301, and obligations under the Mount Laurel doctrine, the Township has an obligation to provide for its regional share of housing affordable to low- and moderate-income households; and

**WHEREAS**, pursuant to N.J.A.C. 5:96-17 et seq. and N.J.A.C. 5:80-26.1 et seq., the Township is required to appoint a Municipal Housing Liaison as a municipal employee responsible for the administration of affordable housing records and programs in the Township; and

**WHEREAS**, Mark Healey shall be reappointed as the Municipal Housing Liaison; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, in the County of Somerset, and State of New Jersey, that Mark Healey is hereby reappointed as the Municipal Housing Liaison for the Township of Franklin and shall serve in such capacity for the Calendar Year 2026.

***Resolution #26-022*** Authorize Tax Title Lien Redemptions

**WHEREAS**, at a sale of land for delinquent taxes and all liens held by the Collector of Taxes of Franklin Township, Somerset County, various blocks and lots were sold to the attached persons; and

**WHEREAS**, said property and/or liens have been redeemed by the owners thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption in the attached specific amounts;

**NOW, THEREFORE, BE IT RESOLVED** that the amounts covering the certificates of sale, together will all the charges due the said individuals at the time of redemption be and the same are hereby ordered refunded to the said individuals, and the proper officials of the Township of Franklin, Somerset County, New Jersey are hereby authorized and empowered to execute a voucher to the said individuals in the attached amounts.

| Lienhholder | Block | Lot | Qual | Cert.# | Premium | Amount | Total |
|---|---|---|---|---|---|---|---|
| Bala Partners LLC | 20.1 | 11.02 | C0215 | 25-00032 | 1,100.00 | 1,145.42 | 2,245.42 |
| | 37.02 | 3.01 | C0128 | 25-00089 | 900.00 | 829.73 | 1,729.73 |
| | 57.01 | 33.04 | C0505 | 25-00111 | 1,100.00 | 1,326.43 | 2,426.43 |
| | 507.18 | 1.05 | | 25-00376 | 13,600.00 | 8,456.73 | 22,056.73 |
| | | | | | **16,700.00** | **11,758.31** | **28,458.31** |
| GLIA Group LLC | 198 | 43 | | 25-00187 | **1,100.00** | **2,844.08** | **3,944.08** |
| RTLF-NJ II LLC | 365 | 7 | | 25-00259 | 800.00 | 665.25 | 1,465.25 |
| | 424.08 | 14.01 | C0062 | 25-00342 | 10,100.00 | 6,225.63 | 16,325.63 |
| | | | | | **10,900.00** | **6,890.88** | **17,790.88** |
| **TOTALS** | | | | | **28,700.00** | **21,493.27** | **50,193.27** |

***Resolution #26-023*** Authorize Refund - Overpayments Resulting from Tax Court Judgements - McCarter & English LLP - Block 468.01, Lots 21.03 & 21.07 - 300 & 500 Atrium Drive - 2025 Refund Credits $66,082.00 - 2024 Refund Credits $9,090.00

**WHEREAS,** there appears on the books of the Collector of Revenue, refunds due, resulting from Tax Court Judgements; and

**WHEREAS,** refunds are to be made to the persons who have made these overpayments;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Treasurer of the Township of Franklin, Somerset County, be instructed to draw checks in the amounts covering the overpayments and to deliver said checks to the proper persons.

| PROP LOCATION | BLOCK | LOT | YEAR | AMOUNT |
|---|---|---|---|---|
| McCarter & English, LLP<br>300 Atrium Dr | 468.01 | 21.03 | 2024<br>2025 | $9,090.00<br>$31,302.00 |
| McCarter & English, LLP<br>500 Atrium Dr | 468.01 | 21.07 | 2025 | $34,780.00 |
| | | | **TOTAL 2025 REFUND** | **$66,082.00** |
| | | | **TOTAL 2024 REFUND** | **$9,090.00** |

***Resolution #26-024*** Extend Competitive Contract - 2026 Consulting Services for the Township's Land Preservation Program - MC-COM-0002-22 - Year 4 - Kenyon Planning LLC - Amount Not to Exceed $101,920.00 ($98.00 per hour)

**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.

(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: | Kenyon Planning |
| ADDRESS: | 952 Haran Avenue, Manville, NJ 08835 |
| CONTRACT AMOUNT: | $98.00 per hour - Amount Not to Exceed $101,920.00 |
| SERVICE: | Consulting Services for the Township's Land Preservation Program (MC-COM-0002-22)<br>January 1, 2026 to December 31, 2026 – Year 4 |

***Resolution #26-025*** Award Non-Fair and Open Professional Services Agreement - 2026 Sustainability Consulting Services - Kenyon Planning LLC - Amount Not to Exceed $15,000.00

**WHEREAS,** a need exists to contract for the below noted services for the Township of Franklin, County of Somerset, New Jersey as a non-fair and open professional services 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, 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**, Kenyon Planning, LLC as a Licensed Planner and as the Township's Open Space Consultant, are very familiar with the goals, responsibilities and workplan of the Environmental Commission and Green Team and has expertise as it relates to Municipal Land Use Law, site design and layout, compliance with municipal ordinances, impacts on environmental resources, and feasible alternatives to incorporate sustainable strategies and conservation measures and has submitted a proposal and attached hereto indicating they will provide the professional services at $86.00 per hour in an amount not to exceed $15,000.00; and

**WHEREAS**, Kenyon Planning, 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 Kenyon Planning, LLC 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.

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| **VENDOR NAME:** | **Kenyon Planning, LLC**<br>Tara Kenyon, AICP/PP, Principal |
| **ADDRESS:** | 952 Haran Avenue, Manville, NJ 08835 |
| **CONTRACT AMOUNT:** | $86.00 per hour - Not to Exceed $15,000.00 |
| **SERVICE:** | Sustainability Consulting Services – CY2026 |

***Resolution #26-026*** Award Fair and Open Professional Services Agreement - 2026 Township Attorney Services - MC-FO-008-26-3.2 - Louis N. Rainone Esq. - Rainone Coughlin Minchello - Amount Not to Exceed $605,000.00 ($195 per hour)

**WHEREAS**, requests for Proposals for Township Attorney 2025 (MC-FO-0008-25-3.2) were posted on the Township's website for receipt on December 3, 2025; and

**WHEREAS**, the Law Firm of Rainone Coughlin Minchello, LLC, Woodbridge, New Jersey is a Law Firm that specializes in municipal government law and litigation, and the attorneys at Rainone Coughlin Minchello, LLC have years of experience in municipal government and litigation, including Louis N. Rainone, Esq., who has prior representation of the Township of Franklin as Township Attorney and has submitted a proposal indicating he will provide the professional services in an amount not to exceed $605,000.00 ($195.00 per hour); 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

**WHEREAS**, the contracts to be awarded are being awarded as Fair and Open Professional

Service contracts pursuant to the Pay to Play Laws, P.L. 2004, C. 19; 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) These agreements are awarded as Fair and Open Professional Service under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.

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.

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| **VENDOR NAME:** | ***Rainone, Coughlin, Minchello, LLC*** |
| | Louis N. Rainone, Esq. |
| **ADDRESS:** | 555 US Hwy. One South, Ste. 440, Iselin, NJ 08830 |
| **CONTRACT AMOUNT:** | Amount not to exceed $605,000.00 ($195.00 per hour) |
| **SERVICE:** | Township Attorney 2026 (MC-FO-0008-26-3.2) |
| | January 1, 2026 to December 31, 2026 |

***Resolution #26-027*** Award Fair and Open Professional Services Agreement - 2026 Tax Appeal Counsel Services - MC-FO-008-26-3.5 - Michael R. Burns - Rainone Coughlin Minchello - Amount Not to Exceed $235,000.00 ($195 per hour)

**WHEREAS**, requests for Proposals for Tax Appeal Counsel 2026 (MC-FO-0008-26-3.5) were posted on the Township's website for receipt on December 3, 2025; and

**WHEREAS**, the Law Firm of Rainone Coughlin Minchello, LLC, Woodbridge, New Jersey is a Law Firm that specializes in municipal government law and litigation, and the attorneys at Rainone Coughlin Minchello, LLC have years of experience in tax litigation, including Michael R. Burns, Esq., who has prior representation of the Township of Franklin as Tax Attorney and has submitted a proposal indicating he will provide the professional services in an amount not to exceed $235,000.00 ($175.00 per hour); 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

**WHEREAS**, the contracts to be awarded are being awarded as Fair and Open Professional Service contracts pursuant to the Pay to Play Laws, P.L. 2004, C. 19; 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) These agreements are awarded as Fair and Open Professional Service under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.

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.

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| **VENDOR NAME:** | ***Rainone, Coughlin, Minchello, LLC*** |
| | Michael R. Burns, Esq. |
| **ADDRESS:** | 555 US Hwy. One South, Ste. 440, Iselin, NJ 08830 |
| **CONTRACT AMOUNT:** | Amount not to exceed $235,000.00 ($195.00 per hour) |
| **SERVICE:** | Tax Attorney 2026 (MC-FO-0008-26-3.5) |
| | January 1, 2026 to December 31, 2026 |

***Resolution #26-028*** Award Fair and Open Professional Services Agreement - 2026 Township Auditor Services - MC-FO-0014-26 - Robert Swisher - Suplee, Clooney & Company - Amount Not to Exceed $51,000.00

**WHEREAS**, requests for Proposals for Municipal Auditor Services 2026 (MC-FO-0014-26) were posted on the Township's website for receipt on December 9; and

**WHEREAS**, Suplee, Clooney & Company was founded in 1946 is a law firm with Registered Municipal Accountants operating in New Jersey providing quality auditing and accounting services to a wide array of governmental entities and has submitted a proposal indicating they will provide the professional services in an amount as per their fee schedule at an amount not to exceed $51,000.00; 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

**WHEREAS**, the contracts to be awarded are being awarded as Fair and Open Professional Service contracts pursuant to the Pay to Play Laws, P.L. 2004, C. 19; 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) These agreements are awarded as Fair and Open Professional Service under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.

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.

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| **VENDOR NAME:** | ***Suplee, Clooney & Company (Robert Swisher)*** |
| **ADDRESS:** | 308 East Broad Street, Westfield, NJ 07090-2122 |

**CONTRACT AMOUNT:** Amount not to exceed $51,000.00 (As per Rate Schedule)
**SERVICE:** Municipal Auditor Services 2026 (MC-FO-0014-26)
January 1, 2026 to December 31, 2026

***Resolution #26-029*** Award Fair and Open Professional Services Agreement - 2026 Township Engineering Services - MC-FO-009-26 - Robert Russo - Center State Engineering - Amount Not to Exceed $535,000.00 ($250,000.00 - OE & $285,000.00 - Escrow)

**WHEREAS**, requests for Proposals for Township Engineer Services 2026 (MC-FO-0009-26) were posted on the Township's website for receipt on December 10, 2025; and

**WHEREAS**, Center State Engineering, Monroe Township, New Jersey is a full-service engineering company whose mission is to provide civil engineering, surveying, land planning, management, and inspection services to public and private sector clients, with years of experience, including prior representation of the Township of Franklin and has submitted a proposal indicating they will provide the professional services in an amount as per their fee schedule at an amount not to exceed $535,000.00; 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

**WHEREAS**, the contracts to be awarded are being awarded as Fair and Open Professional Service contracts pursuant to the Pay to Play Laws, P.L. 2004, C. 19; 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) These agreements are awarded as Fair and Open Professional Service under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.

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:** ***Center State Engineering (Robert Russo)***
**ADDRESS:** 481 Spotswood Englishtown Road, Monroe Township, NJ 08831-3223
**CONTRACT AMOUNT:** Amount not to exceed $535,000.00 (As per Rate Schedule)
($250,000.00 - OE/$285,000.00 - Escrow)
**SERVICE:** Township Engineer Services 2026 (MC-FO-0009-26)
January 1, 2026 to December 31, 2026

***Resolution #26-030*** Award Fair and Open Professional Services Agreement - 2026 Township Prosecutor Services - MC-FO-008-26-3.3 - Mohamed S. Jalloh, Esq. - Jalloh & Jalloh - Amount Not to Exceed $35,000.00 (Millstone - $500)

**WHEREAS**, requests for Proposals for Township Prosecutor 2026 (MC-FO-0008-26-3.3) were posted on the Township's website on for receipt on December 3, 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

**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**, Jalloh & Jalloh, Linden, New Jersey is a Law Firm that specializes in criminal law and litigation, with years of experience, including prior representation of the Township of Franklin as Township Prosecutor and Associate Prosecutor and has submitted a proposal indicating they will provide the professional services in an amount not to exceed $35,500.00 ($500.00 - Millstone); 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.

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| **VENDOR:** | Mohamed S. Jalloh, Esq.<br>Jalloh & Jalloh<br>21 West Blancke Street, 2nd Floor, Linden, NJ 07036 |
| **CONTRACT AMOUNT:** | $35,500.00 Regular Sessions for the Year 2026<br>Compensation for any Special Sessions as determined by Assignment Judge (Millstone - $500.00) |
| **CONTRACT PERIOD:** | January 1, 2026 thru December 31, 2026 |
| **SERVICE:** | Township Prosecutor (MC-FO-0008-26-3.3) |

***Resolution #26-031*** Award Fair and Open Professional Services Agreement - 2026 Township Prosecutor Services - MC-FO-008-26-3.3 - Norman W. Albert, Esq. - Law Office of Norman W. Albert, Esq. - Amount Not to Exceed $30,500.00 (Millstone - $500)

**WHEREAS**, requests for Proposals for Township Prosecutor 2026 (MC-FO-0008-26-3.3) were posted on the Township's website for receipt on December 3, 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

**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**, the Law Office of Norman W. Albert, Cranford, New Jersey is a Law Firm that specializes in criminal law and litigation, with years of experience, including prior representation of the Township of Franklin as Township Alternate Prosecutor and has submitted a proposal indicating they will provide the professional services in an amount not to exceed $30,500.00 ($500 - Millstone); 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.

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| **VENDOR:** | Norman W. Albert, Esq.<br>Law Office of Norman W. Albert<br>23 North Avenue East, Cranford, NJ 07019 |
| **CONTRACT AMOUNT:** | $30,500.00 Regular Sessions for the Year 2026<br>Compensation for any Special Sessions as determined by Assignment Judge (Millstone - $500) |
| **CONTRACT PERIOD:** | January 1, 2026 thru December 31, 2026 |
| **SERVICE:** | Associate Township Prosecutor (MC-FO-0008-26-3.3) |

***Resolution #26-032*** Award Fair and Open Professional Services Agreement - 2026 Township Prosecutor Services - MC-FO-008-26-3.3 - Ryan V. Albert, Esq. - Law Office of Norman W. Albert, Esq. - Amount Not to Exceed $10,000.00 ($400 per session)

**WHEREAS,** a need exists to award contract for the said services (MC-FO-0008-26-3.3) 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 CY2026 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: | Ryan V. Albert, Esq., Law Offices of Norman W. Albert, Esq. |
| ADDRESS: | 23 North Avenue East, Cranford, NJ 07016 |
| CONTRACT AMOUNT: | Amount Not to Exceed $10,000.00 ($400.00 per session) |
| SERVICE: | Alternate Prosecutor - CY2026 (MC-FO-008-26-3.3) |

***Resolution #26-033*** Award Fair and Open Professional Services Agreement - 2026 Public Defender Services - MC-FO-008-26-3.6 - Dennis A. Auciello, Esq. - Amount Not to Exceed $49,000.00

**WHEREAS**, requests for Proposals for Public Defender 2026 (MC-FO-0008-26-3.6) were posted on the Township's website for receipt on December 3, 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

**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**, Dennis Auciello, New Brunswick, New Jersey is an attorney that specializes in criminal law and litigation, with years of experience, including prior representation of the Township of Franklin as Township Public Defender and has submitted a proposal indicating they will provide the professional services in an amount not to exceed $49,000.00; 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:** | Dennis A. Auciello, Esq.<br>69 Paterson Street, New Brunswick, NJ 08901 |
| **CONTRACT AMOUNT:** | $49,000.00 for the Year 2026 |
| **CONTRACT PERIOD:** | January 1, 2026 thru December 31, 2026 |
| **SERVICE:** | Public Defender (MC-FO-0008-26-3.6) |

***Resolution #26-034*** Award Non-Fair and Open Professional Services Agreement - 2026 Financial Consulting Services - Andrew Hodulik - PFK O'Connor Davies LLP - Amount Not to Exceed $452,500.00

**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**, PFK O'Connor Davies, LLP, Cranford, New Jersey provides financial consulting services to assist the Township in the daily operations of the Township's Finance Office and assisting in various reporting functions and has submitted a proposal indicating they will provide the consulting services in an amount not to exceed $452,500.00 per year; and

**WHEREAS**, PFK O'Connor Davies, LLP 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 PFK O'Connor Davies, LLP 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:** | **PFK O'Connor Davies, LLP** |
| **ADDRESS:** | 20 Commerce Drive, Suite 301, Cranford, NJ 07019 |
| **CONTRACT AMOUNT:** | $452,500.00 per year |
| **SERVICE:** | Financial Consulting Services 2026 |

***Resolution #26-035*** Amend Non-Fair and Open Professional Services Agreement - Professional Planner for 4th Round Affordable Housing Challenges - Heyer Gruel & Associates PA - Amount Not to Exceed $30,000.00 - Extend Time Period to Include CY2026

**WHEREAS**, the Township of Franklin requires professional planning services to address 4th Round Affordable Housing challenges and compliance matters; and

**WHEREAS**, the Township has determined that specialized expertise in affordable housing planning and compliance is necessary to properly address these complex regulatory requirements; and

**WHEREAS**, Heyer Gruel & Associates PA possesses the requisite expertise, experience, and qualifications to provide professional planning services for 4th Round Affordable Housing matters; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., permits the awarding of contracts for professional services without public bidding; and

**WHEREAS**, Heyer Gruel & Associates PA has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form as required by law; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this contract and has reserved the necessary funds in accordance with N.J.S.A. 40A:4-57; and

**WHEREAS**, the Township Committee has retained the services of Heyer Gruel & Associates PA for professional planning services related to 4th Round Affordable Housing challenges for CY2025 and desire the need to extend the services for CY2026;

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

1. The Mayor and Township Clerk are hereby authorized to execute an amended Non-Fair and Open Professional Services Agreement with Heyer Gruel & Associates PA for professional planning services related to 4th Round Affordable Housing challenges.

2. The contract amount shall not exceed Thirty Thousand Dollars ($30,000.00).

3. The contract term shall be extended for the period of January 1, 2026 through December 31, 2026, unless otherwise terminated or extended in accordance with the contract terms.

4. This contract is awarded as a Non-Fair and Open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i) as a contract for professional services.

5. The Business Entity Disclosure Certification and Political Contribution Disclosure Form submitted by Heyer Gruel & Associates PA are hereby acknowledged and made part of the contract file.

6. A copy of this resolution shall be published in the official newspaper of the Township as required by law.

7. This resolution shall take effect immediately upon adoption.

## ADJOURNMENT

***Motion*** - Adjourn Meeting

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Potosnak |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

Approved:

_____
Phillip Kramer, Mayor

Date: *February 10, 2026*

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN**
**Township Council**
**Minutes**
**January 13, 2026**

The Work Session/Regular Meeting of the Township Council of the Township of Franklin, County of Somerset, New Jersey, was called to order by Mayor Kramer at 7:00 p.m.

Township Clerk McCarthy read the following: "In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this Reorganization Meeting of the Franklin Township Council was made as required indicating that this Meeting would take place at the Municipal Building at 1:00 p.m. on Tuesday, January 13, 2026."

## ROLL CALL

**Present:** Mr. Anbarasan, Ms. Francois, Deputy Mayor Kharazi, Mayor Kramer, Mr. Onyejiaka, Mr. Potosnak, Ms. Uddin, Mr. Vassanella, Mr. Wright (arrived late)

**Absent:** No One.

**Also Present:** Robert Vornlocker, Township Manager, Louis N. Rainone, Township Attorney and Ann Marie McCarthy, Township Clerk.

Mayor Kramer led the Pledge of Allegiance and Ms. Francois led the Invocation.

## EXECUTIVE SESSION

***Resolution #26-036*** Authorize Executive Session – Personnel (Interview Tax Assessor Candidates) & Attorney/Client Privilege (Williams Transco)

Mayor Kramer presented the following resolution to the Township Council for their consideration:

**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.

***Motion*** - Adopt Resolution #26-036

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Vassanella |
| **SECONDER:** | Francois |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

Mayor Kramer announced the Township Council would be convening into Executive Session to interview Tax Assessor candidates and to discuss Williams Transco.

***Motion*** - Return to Open Meeting

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

Mayor Kramer announced the Township Council interviewed Tax Assessor candidates and discussed Williams Transco in Executive Session.

## PUBLIC DISCUSSION

The Public Discussion was opened upon unanimous consent.

Multiple residents (Carol Kuhn, Linda Powell, Robert Scarapene) raised concerns about NJDEP approvals for air and water permits related to the NESE Project. Issues cited: health risks, environmental harms, dredging toxic sediments in Raritan Bay, and constructing a compressor station in Franklin Township. Requests for township assistance in identifying local ordinances/zoning that could affect or slow construction and ensure compliance with local and county regulations. Claims that gas is not intended for New Jersey and noted public misperception regarding energy costs.

The Public Discussion was closed upon unanimous consent.

## ADDRESS PUBLIC COMMENTS & QUESTIONS

Mr. Rainone stated the township continues to explore legal avenues. He emphasized constraints due to preemption and limited municipal authority. No definitive strategy disclosed; commitment to keep evaluating options.

## COUNCIL COMMENTS & REPORTS

***Motion*** - Limit Council Comments & Reports to One (1) Minute Per Speaker

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kramer |
| **SECONDER:** | Francois |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

The following reports were given by the Township Council:

- Human Relations Commission meeting scheduled on January 20 with a presentation by the Executive Director of LAZO American Union on Mexican-American youth; mention of upcoming "250" events supporting culture/education.

- Land Use Committee discussed affordable housing; Ordinance #4489-26 noted; Public Works reviewing 2026 road paving; Pierce Street to Cedar Grove Lane construction underway, with work in May; convenience center price adjustments expected due to state regulations on mulch/branches.

- Franklin 250 celebrations praised: historical conference on horseback, "Salute to America" at the high school; recognition of organizers and community participation, highlighting township diversity.

- New coffee shop opened at Middlebush Road and Route 27, hiring 35 employees.

- Proclamations for Human Trafficking Awareness Month and Muslim Heritage Month postponed to next meeting.

## TOWNSHIP MANAGER'S REPORT

Mr. Vornlocker reminded all the MLK Breakfast tickets must be purchased online via township website; not available at door.

## APPROVAL OF WARRANTS

Mayor Kramer presented the following warrants in the amount of $1,407,150.02 for January 13, 2026 to the Township Council for payment:

| | | |
|---|---|---|
| 1 | Current | $1,12,952.20 |
| 2 | Grant | |
| 3 | Tax Title Lien | |
| 4 | General Capital | 788,940.74 |
| 5 | Water | 8,339.52 |
| 6 | Water Capital | 492,051.37 |
| 11 | Recreation Trust | 2,263.94 |
| 12 | Trust Others | 154.25 |
| 13 | Unemployment | |
| 15 | Redevelopment | |
| 17 | Animal Control | |
| 19 | Self Insurance | |
| 20 | Affordable Housing | |
| 21 | Hamilton St Special Improvement | |
| 30 | Payroll Agency | |
| 31 | Flexible Spending | |
| 35 | Historic Preservation | |
| 37 | Police Forfeiture | |
| 39 | Workers' Compensation | |
| 40 | Open Space | 2,448.00 |
| 42 | Redevelopment Escrow | |
| 50 | County Improvement Authority Fund | |
| SUBTOTAL | | 1,407,150.02 |
| 51 | Escrow | |
| GRAND TOTAL | | $1,407,150.02 |

***Motion*** - Approval of Warrants

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## ORDINANCES ON INTRODUCTION & FIRST READING

***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

Mayor Kramer presented the following ordinance to the Township Council:

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

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kharazi |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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

Mayor Kramer presented the following ordinance to the Township Council:

**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**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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 MFIZ-4, Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements

Mayor Kramer presented the following ordinance to the Township Council:

**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 MFIZ-4, PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Uddin |
| **SECONDER:** | Kharazi |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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 MFIZ-2, Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements

Mayor Kramer presented the following ordinance to the Township Council:

**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 MFIZ-2, PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Vassanella |
| **SECONDER:** | Kharazi |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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 - 1 (MFIZ-1), Providing Affordable Housing Units to be Developed Subject to Certain Conditions and Requirements

Mayor Kramer presented the following ordinance to the Township Council:

**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 - 1 (MFIZ-1), PROVIDING AFFORDABLE HOUSING UNITS TO BE DEVELOPED SUBJECT TO CERTAIN CONDITIONS AND REQUIREMENTS**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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

Mayor Kramer presented the following ordinance to the Township Council:

**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**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Vassanella |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***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

Mayor Kramer presented the following ordinance to the Township Council:

**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**

***Motion:*** Adoption on first reading, posting, publication of the foregoing ordinances in accordance with law and the public hearing and final adoption of said ordinance at a meeting of the Township Council to be held in Council Chambers on Tuesday, February 10, 2025 at 7:00 p.m.

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Kharazi |
| **SECONDER:** | Uddin |

| | |
|---|---|
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## CONSENT AGENDA

Mayor Kramer presented the following Consent Agenda Resolutions to the Township Council for consideration:

***Motion*** - Adopt Consent Agenda

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Potosnak, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Resolution #26-037*** 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.

***Resolution #26-038*** 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.

***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

**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<br>375 Route 17 South, Paramus, NJ 07652<br>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.

***Resolution #26-040*** Award Purchase - ESCNJ Co-Op 22/23-46 - One (1) Cat Model DG100 Natural Gas Emergency Generator - Community Relations Bureau (935 Hamilton Street) - 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<br>855 Centennial Avenue, Piscataway, NJ 08855<br>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.

***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

**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)<br>Year 2 – February 1, 2026 to January 31, 2027 |

***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

**WHEREAS,** a notice to bidders for the receipt of bids for the Emergency Repairs as needed for Hearing, 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 Hearing, 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.

***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)

**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.

***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)

**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.

***Resolution #26-045*** 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 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) |

***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

**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)<br>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.

***Resolution #26-047*** 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
- Employee data collection, review, and analysis. Prepare census data provided by the Township for use by our valuation system. Analyze date 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.

***Resolution #26-048*** 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. |

***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 $40,000.00

**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 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

***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

**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** | **ITEM** | **COST** |
|---|---|---|
| **Aetna Life Insurance Company**<br>151 Farmington Avenue<br>Hartford, CT 06156<br>Term: 01.01.26 – 12.31.26 | Administrative Fees & Stop Loss Insurance | $1,750,000.00 |

Amount not to exceed $1,750,000.00 for calendar year 2026.

***Resolution #26-051*** Award Alternate Contracts - MC-NF-0046-26 - Dental Insurance Renewals 2026 - Aetna Life Insurance Company ($390,000.00) & Cigna Dental ($2,000.00)

**WHEREAS,** the Township of Franklin desires to purchase items as follows:

| **VENDOR** | **ITEM** | **COST** |
|---|---|---|
| **Aetna Life Insurance Company**<br>151 Farmington Avenue<br>Hartford, CT 06156<br>Term: 01.01.25 – 12.31.25 | Dental Insurance | $390,000.00 |
| **CIGNA Dental**<br>CGLIC-Bloomfield EASC<br>5082 Collection Center Drive<br>Chicago, IL 60693-0050<br>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.

***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

**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, 20266 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.

***Resolution #26-053*** Authorize Shared Services Agreement - Senior Transportation Agreement - Somerset County – CY2026 – Amount 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 $96,15727; 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.

***Resolution #26-054*** Award Contract - New Jersey Cooperative Purchasing Alliance - Contract #CK 04 24-38 - Website, Agenda, Boards & Commission 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.

***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

**WHEREAS,** the Township of Franklin desires to purchase Software/Software Maintenance as follows:

| | |
|---|---|
| **VENDOR:** | Edmunds and Associates (MC-NF-0019-26),<br>301 Tilton Road, Northfield, NJ 08225 |
| **AMOUNT NOT TO EXCEED:** | $40,000.00 |
| **VENDOR:** | Spatial Data Logic (MC-NF-0018-26),<br>285 Davidson Avenue, Suite 302, Somerset, NJ 08873 |
| **AMOUNT NOT TO EXCEED:** | $80,000.00 |
| **VENDOR:** | GovOS (MC-NF-0034-26)<br>6300 Cedar Springs Road, Dallas, TX 75235 |
| **AMOUNT NOT TO EXCEED:** | $50,000.00 |
| **VENDOR:** | Starnet Solutions, Inc (MC-NF-0026-26)<br>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.

***Resolution #26-056*** Adopt 2026 Central Jersey Joint Insurance Fund (CJJIF) 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.

***Resolution #26-057*** Authorize Fireworks Displays - 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 |

***Resolution #26-058*** Authorize Municipal Aid 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.

***Resolution #26-059*** 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.

***Resolution #26-060*** 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.

***Resolution #26-061*** 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**: | $ 805.66 |
| **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.

***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

**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.

***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

**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.

***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

**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."

***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

**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.

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.

***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

**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.

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.

## ADJOURNMENT

The meeting adjourned upon unanimous consent.

Approved:

_____
Phillip Kramer, Mayor

Date: *February 10, 2026*

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN**
**Township Council**
**Minutes**
**January 13, 2026**

The Work Session/Regular Meeting of the Township Council of the Township of Franklin, County of Somerset, New Jersey, was called to order by Mayor Kramer at 7:00 p.m.

Township Clerk McCarthy read the following: "In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this Reorganization Meeting of the Franklin Township Council was made as required indicating that this Meeting would take place at the Municipal Building at 1:00 p.m. on Tuesday, January 27, 2026."

## ROLL CALL

**Present:** Mr. Anbarasan, Ms. Francois, Mayor Kramer, Mr. Onyejiaka, Ms. Uddin, Mr. Vassanella, Mr. Wright

**Absent:** Deputy Mayor Kharazi

**Also Present:** Robert Vornlocker, Township Manager, Matthew Tavares for Township Attorney and Ann Marie McCarthy, Township Clerk.

Mayor Kramer led the Pledge of Allegiance and Mr. Anbarasan led the Invocation.

## COMMENDATIONS & PROCLAMATIONS

***National Human trafficking Awareness Month***

Mr. Anbarasan read and presented the following proclamation:

**WHEREAS**, human trafficking is a form of modern-day slavery that denies millions of people their fundamental human dignity and freedom; and

**WHEREAS**, human trafficking involves the exploitation of men, women, and children through forced labor, sex trafficking, and other forms of coercion and abuse; and

**WHEREAS**, human trafficking can occur in any community, including Franklin Township, affecting victims in cities and rural areas alike, in homes, businesses, and online spaces; and

**WHEREAS**, traffickers prey upon vulnerable individuals facing poverty, addiction, homelessness, or other hardships, using violence, threats, deception, and coercion to exploit their victims; and

**WHEREAS**, survivors of human trafficking deserve comprehensive support services including safe housing, trauma-informed care, legal assistance, and pathways to economic stability and healing; and

**WHEREAS**, combating human trafficking requires a collaborative effort among law enforcement, service providers, businesses, organizations, schools, faith communities, and citizens; and

**WHEREAS**, Franklin Township is committed to raising awareness about human trafficking, supporting survivors, and working to prevent this crime within our community; and

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin Township Council does hereby proclaim January 2026 as **NATIONAL HUMAN TRAFFICKING AWARENESS MONTH** in Franklin Township, and calls upon all residents, businesses, organizations, and community groups to observe this month with appropriate programs, activities, and advocacy to combat human trafficking and support survivors.

***Muslim American Heritage Month***

Ms. Uddin read and presented the following proclamation:

**WHEREAS**, January has been recognized as Muslim American Heritage Month, an observance that celebrates the heritage, culture, and contributions of Muslim Americans to the United States; and

**WHEREAS**, Muslims have been part of America since its founding, with scholars estimating that at least 10 percent of the 10 million enslaved Africans brought to North America were of Muslim origin; and

**WHEREAS**, successive waves of immigration have brought Muslim Americans to our nation who have enriched our communities and strengthened the fabric of American society through their diverse backgrounds, talents, and dedication to the values of freedom and opportunity; and

**WHEREAS**, Franklin Township is home to Muslim American residents who contribute daily to our community's vitality, prosperity, and character through their businesses, professional services, civic engagement, and cultural heritage; and

**WHEREAS**, Muslim Americans in Franklin Township and throughout our nation continue to make significant contributions in medicine, technology, education, the arts, commerce, and public service; and

**WHEREAS**, it is important to recognize and honor the achievements of Muslim Americans while promoting greater understanding, respect, and appreciation for the diversity of traditions and cultures that strengthen our community; and

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin Township Council does hereby proclaim January 2026 as **MUSLIM AMERICAN HERITAGE MONTH** in Franklin Township, and calls upon all residents, businesses, schools, organizations, and community groups to observe this month with appropriate programs, activities, and celebrations that recognize and honor the heritage and contributions of Muslim Americans.

**BE IT FURTHER RESOLVED** that the Franklin Township Council encourages all citizens to take this opportunity to learn about and appreciate the rich cultures, histories, and values of our Muslim American neighbors and to promote understanding, respect, and unity within our diverse community.

## PUBLIC DISCUSSION

The Public Discussion was opened upon unanimous consent.

No comments were made at this time.

The Public Discussion was closed upon unanimous consent.

## COUNCIL COMMENTS & REPORTS

Mr. Wright expressed his concern about limited visibility at Hamilton Street and Home Street leading to accidents. Proposal to install stop signs on all approaches and add no-parking signs near corners. Goal is to reduce accidents and improve pedestrian safety, especially for children. Coordination needed with Somerset County Traffic Division, as Hamilton Street is a county road.

Mr. Vassanella provided a Public Safety recap highlighted strong storm response. Zero injuries or fatalities related to the storm or storm-related accidents. Police and EMS saved two lives on-site due to medical emergencies and delivered a baby on-site. Appreciation expressed for quick responses and effective plowing operations. Noted that multiple plow passes can block driveways and intersections; residents asked for patience.

Ms. Francois congratulated former Councilmember Potosnak on his appointment as Commissioner of the NJ Department of Environmental Protection. She welcomed back Mr. Anbarasan from his trip to India.

Mr. Anbarasan spoke of his long trip home from India. He commended the Police Department and Public Works Department for a job well done during the storm. He noted that some streets have not been plowed and asked all for patience.

Ms. Uddin commended the Police Department and Public Works Department for a job well done during the storm. She reported on the January 14 Planning Board Meeting where they will discuss the Master Plan. Council will review, discuss, and adopt; concerns remain about ordinance buffers and setbacks. Questions on how changes might impact annual road paving schedules and road conditions.

Mr. Onyejiaka announced that tomorrow night's Human Relations Commission meeting has been cancelled due to weather. He commended the Police Department and Public Works Department for a job well done during the storm.

Mayor Kramer commended the Police Department and Public Works Department for a job well done during the storm. He congratulated former Councilmember Potosnak on his appointment as Commissioner of the NJ Department of Environmental Protection.

## TOWNSHIP MANAGER'S REPORT

Mr. Vornlocker announced February taxes are due, grace period through February 10. Online payments are accessible via township website banner. Shade Tree Commission has two openings; next meeting is February 26 at 7 p.m. at the municipal building large conference room.

## APPROVAL OF WARRANTS

Mayor Kramer presented the following warrants in the amount of $1,973,570.75 for January 27, 2026 to the Township Council for payment:

| | | |
|---|---|---|
| 1 | Current | $395,552.06 |
| 2 | Grant | 41,670.04 |
| 3 | Tax Title Lien | 346,315.88 |
| 4 | General Capital | 272,008.15 |
| 5 | Water | 876,551.87 |
| 6 | Water Capital | 8,124.50 |
| 11 | Recreation Trust | 759.01 |
| 12 | Trust Others | 7,749.99 |
| 13 | Unemployment | |
| 15 | Redevelopment | 231.41 |
| 17 | Animal Control | |
| 19 | Self Insurance | |
| 20 | Affordable Housing | 4,638.52 |
| 21 | Hamilton St Special Improvement | 289.29 |
| 30 | Payroll Agency | |
| 31 | Flexible Spending | |
| 35 | Historic Preservation | |
| 37 | Police Forfeiture | |
| 39 | Workers' Compensation | |
| 40 | Open Space | 19,680.03 |
| 42 | Redevelopment Escrow | |
| 50 | County Improvement Authority Fund | |
| SUBTOTAL | | 1,973,570.75 |
| 51 | Escrow | |
| GRAND TOTAL | | $1,973,570.75 |

***Motion*** - Approval of Warrants

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Vassanella |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## CY2026 HAMILTON STREET SPECIAL IMPROVEMENT DISTRICT BUDGET

***Resolution #26-067*** Introduction of CY2026 Hamilton Street SID Budget & Set Public Hearing Date (February 24, 2026)

Mayor Kramer presented the following resolution to the Township Council for their consideration:

The following is submitted as the Hamilton Street Special Improvement District Budget for the calendar year beginning January 1, 2026 and ending December 31, 2026.

Notice is hereby given that the following budget was approved as introduced by the Township Council of the Township of Franklin, County of Somerset on January 27, 2026.

A hearing on the Budget will be held at the Municipal Building, Council Chambers, on

February 24, 2026 at 7:00 p.m. at which time and place taxpayers and all persons having an interest therein shall be given an opportunity to present objections.

A hearing on the Assessment Roll will be held at the Municipal Building, Council Chambers, on February 24, 2026 at 7:00 p.m. at which time and place taxpayers and all persons having an interest therein shall be given an opportunity to present objections.

**BE IT RESOLVED** that said budget be published in the *Courier News* in the issue of Monday, February 2, 2026.

**BE IT RESOLVED** that the following shall constitute the Hamilton Street Special Improvement District Budget CY2026:

| | | |
|---|---|---|
| **General Administrative** | | |
| | Advisory Board Executive Director | $10,000.00 |
| | Legal Advertising | 500.00 |
| **TOTAL** | | **$10,500.00** |
| **Marketing** | | |
| | Banners | $12,500.00 |
| | Juneteenth | 2,500.00 |
| | Week of the People | 2,500.00 |
| | Miscellaneous Events | 2,000.00 |
| | Halloween | 4,000.00 |
| **TOTAL** | | **$23,500.00** |
| **Public Safety** | | |
| | Emergency Preparedness | $ 6,228.00 |
| **TOTAL** | | **$ 6,228.00** |
| **BUDGET GRAND TOTAL** | | **$40,228.00** |
| **APPLY FUNDS FROM SURPLUS** | | **$ 6,228.00** |
| **AMOUNT REQUIRED TO ASSESS PROPERTY OWNERS** | | **$34,000.00** |

***Motion*** - Adopt Resolution #26-067

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Wright |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

## CONSENT AGENDA

Mayor Kramer presented the following Consent Agenda Resolutions to the Township Council for consideration:

***Motion*** - Adopt Consent Agenda

| | |
|---|---|
| **RESULT:** | **CARRIED** |
| **MOVER:** | Francois |
| **SECONDER:** | Uddin |
| **AYES:** | Anbarasan, Francois, Kharazi, Kramer, Onyejiaka, Uddin, Vassanella, Wright |
| **NAYES:** | None |
| **ABSENT:** | None |

***Resolution #26-068*** Authorize Tax/Water Title Lien Redemptions

**WHEREAS**, at a sale of land for delinquent taxes and all liens held by the Collector of Taxes of Franklin Township, Somerset County, various blocks and lots were sold to the attached persons; and

**WHEREAS**, said property and/or liens have been redeemed by the owners thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption in the attached specific amounts;

**NOW, THEREFORE, BE IT RESOLVED** that the amounts covering the certificates of sale, together will all the charges due the said individuals at the time of redemption be and the same are hereby ordered refunded to the said individuals, and the proper officials of the Township of Franklin, Somerset County, New Jersey are hereby authorized and empowered to execute a voucher to the said individuals in the attached amounts.

| Lienhholder | Block | Lot | Qual | Cert.# | Premium | Amount | Total |
|---|---|---|---|---|---|---|---|
| Fig 20, LLC FBO Sec Pty | 472 | 16 | | 24-00481 | **34,600.00** | **44,673.13** | **79,273.13** |
| Fundaolity 2025, LLC | 9 | 11.02 | | 25-00007 | **25,900.00** | **5,770.13** | **31,670.13** |
| GLIA Group LLC | 167 | 28 | | 25-00163 | 900.00 | 2,127.29 | 3,027.29 |
| | 348 | 30.01 | | 25-00248 | 34,600.00 | 15,126.67 | 49,726.67 |
| | 513.33 | 17 | | 23-00288 | 16,600.00 | 40,137.01 | 56,737.01 |
| | | | | | **52,100.00** | **57,390.97** | **109,490.97** |
| LB-Honey Badger SBMuni Cust | 233 | 2.01 | | 23-00159 | **-** | **19,528.15** | **19,528.15** |
| Pro Cap 8 FBO Firstrust Bank | 251 | 28 | | 23-00163 | - | 4,115.27 | 4,115.27 |
| | 424.1 | 172 | | 23-00257 | - | 3,894.85 | 3,894.85 |
| | 478 | 9 | | 23-00277 | 100.00 | 815.12 | 915.12 |
| | | | | | **100.00** | **8,825.24** | **8,925.24** |
| RTLF-NJ II LLC | 9 | 11.01 | | 25-00006 | 29,900.00 | 17,242.96 | 47,142.96 |
| | 34.09 | 59.02 | C0176 | 25-00076 | 33,300.00 | 14,449.43 | 47,749.43 |
| | 366 | 13 | | 25-00260 | 800.00 | 1,735.87 | 2,535.87 |
| | | | | | **64,000.00** | **33,428.26** | **97,428.26** |
| **TOTALS** | | | | | **176,700.00** | **169,615.88** | **346,315.88** |

***Resolution #26-069*** Authorize the Cancellation of Small Balances - CY2025

**WHEREAS**, the Municipal Tax Collector informs that from time to time there are property tax credits or delinquencies on certain property located within the Township of Franklin, and

**WHEREAS**, N.J.S.A. 40A:5-17.1 provides that a municipality may adopt a resolution authorizing a municipal employee to process, without further action on their part, the cancellation of any property tax refund or delinquency of less than $10.00, and

**WHEREAS**, that the Municipal Tax Collector is qualified, and recommends, to process said cancellation in his continuing effort to maintain the highest level of fiscal responsibility;

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the Township of Franklin, that the Municipal Tax Collector is hereby authorized to process the cancelation of tax refunds or delinquency of less than Ten ($10.00) dollars during the calendar year of **2025** in accordance with N.J.S.A. 40A:5-17.1.

***Resolution #26-070*** Award Competitive Contract - Road Asset Management Software (MC-COM-0029-25) - February 1, 2026 - January 31, 2027 - Vialytics Americas Inc - Amount Not to Exceed $43,654.00

**WHEREAS**, the Township of Franklin has a need for Road Asset Management Software; and

**WHEREAS**, the Township issued a Request for Proposals for Road Asset Management Software (MC_COM-0029-25) on October 20, 2025, with responses due on December 3, 2025 at 11:00 a.m., in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, three (3) proposals were received in response to the Request for Proposals; and

**WHEREAS**, on January 15, 2026, the Evaluation Committee met to review the proposals received; and

**WHEREAS**, Vialytics America Inc. scored the highest point value amongst all reviewers; and

**WHEREAS**, the Evaluation Committee unanimously recommended award of a one (1) year contract to Vialytics Americas Inc. in the amount not to exceed $43,654.00 for the period of February 1, 2026 through January 31, 2027, with the option to extend the contract for up to four (4) additional one-year periods for a total contract term not to exceed five (5) years; and

**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 Council hereby awards a contract to Vialytics Americas Inc. for Road Asset Management Software (MC-COM-0029-25) for the period of February 1, 2026 through January 31, 2027, in an amount not to exceed $43,654.00, with the option to extend the contract for up to four (4) additional one-year periods for a total contract term not to exceed five (5) years.

2. A notice of this action shall be published in an official newspaper of the Township as required by law within ten (10) days of passage of this resolution.

3. The Mayor and Township Clerk are hereby authorized to execute any and all documents necessary to effectuate this contract award.

***Resolution #26-071*** Award/Amend Competitive Contract - Recreation and Enrichment Programs (MC-COM-0003-23 S4) - Various Vendors - January 1, 2026 to December 31, 2026- Amount Not to Exceed $400,000.00

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

**WHEREAS**, bids were advertised in the Courier News on October 23, 2025 posted on the Township's website on October 23, 2025 and received December 9, 2025 for *Recreation and Enrichment Programs* throughout the year; and

**WHEREAS,** the Chief Financial Officer has certified in writing hereon that funds are available; and

**WHEREAS**, continuation of the terms of this contract through December 31, 2026 is contingent upon availability of funds in the Recreation Trust Fund from program generated revenue, and in the event of unavailability of such funds, the Township of Franklin reserves the right to cancel this contract;

**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.

**SERVICE:** ***Recreation and Enrichment Programs***

**VENDORS:**
YMCA of Greater Somerset County, 104 Mount Airy Road, Basking Ridge, NJ 07920
Mad Science of Western NJ, 1580 Reed Road #4C, Pennington, NJ 08534
Black Rocket Productions, 37 Court Street, Freehold, NJ 07728
New Jersey Rugby, 6 Gifford Road, Somerset, NJ 08873
Junior Chef USA, LLC, 38 Thomas Drive, Robbinsville, NJ 08691
Bricks 4 Kidz, 38 Thomas Drive, Robbinsville, NJ 08691
Rose City Productions, 542 Georges Road, North Brunswick, NJ 08902
Athena Coding, 454 Main Street, Hingham, MA 02043
Keep Yourself Smelling Sweet, Double M Enterprise LLC, 49 N 22nd East Orange, NJ 07017
Sticky Fingers Cooking, 28 Spring Street, Unit 395, Princeton, NJ 08528
Valhallan Esports training, 199 Finnegans Lane, Kendall Park, NJ 08824

US Sports Institute, 4 Somerset Street, Whitehouse Station, NJ 08889
Chess Wizards, 4450 N. Central Avenue, Chicago, Illinois 60630
Built By Me, 59 Governors Lane, Princeton, NJ. 08540
**TJD Sports Academy 66 Stephen Place Rockaway, NJ 07886**
**Zone Walk Solutions 2 ORTA Court Sayreville, NJ 08872**
**Built By Me 59 Governors Lane Princeton NJ 08540**
**Somerset County YMCA 140 Mt. Airy Road Basking Ridge, NJ 07920**
**Super Science Programs for Kids LLC 52 Slope Dive. Hackettstown, NJ 07840**
**Sticky Fingers 28 Spring Street Unit 35 Princeton, NJ 08542**
**At Reach LLC 2 Carriage Hill Drive Far Hills, NJ 07931**
**Sounds of Tomorrow Academy 155 Pierce Street Somerset, NJ 08873**

**PERIOD:** January 1, 2026 to December 31, 2026
**AMOUNT:** Total Amount Not to Exceed $400,000

***Resolution #26-072*** Authorize Out-of-State Training - Officer Andrew Crawford - Baltimore County Police Foundation 45th Annual Hostage Negotiation Seminar - Owings Mills, MD - March 10- March 12, 2026

**WHEREAS**, Officer Andrew Crawford of the Franklin Township Police Department has the opportunity to attend the Baltimore County Police Foundation 45th Annual Hostage Negotiation Seminar to be held in Owings Mills, Maryland from March 10 through March 12, 2026; and

**WHEREAS**, the Director of Public Safety has recommended that Officer Crawford attend this training seminar; and

**WHEREAS**, the Director of Public Safety believes that attending this training would benefit the Police Department by providing members specialized training and best practices in hostage negotiations; and

**WHEREAS**, N.J.S.A. 40A:11-20 permits the attendance of municipal employees at out-of-state training conferences and seminars when authorized by resolution of the governing body; and

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

1. Officer Andrew Crawford is hereby authorized to attend the Baltimore County Police Foundation 45th Annual Hostage Negotiation Seminar in Owings Mills, Maryland from March 10 through March 12, 2026.

2. This resolution shall take effect immediately.

***Resolution #26-073*** Authorize Grant Application/Accept Funding - NJ Safe and Secure Communities Grant Project #26-1808 - $45,150.00 with a Match of Fringe Benefits - February 11, 2026 to February 10, 2027.

**WHEREAS**, the State of New Jersey Safe and Secure Communities Grant Program provides funding to municipalities to enhance public safety initiatives; and

**WHEREAS**, the Township of Franklin desires to apply for funding through the New Jersey Safe and Secure Communities Grant Program for Project #26-1808; and

**WHEREAS**, the grant funding amount is approximately $45,150.00 with a required local match of fringe benefits; and

**WHEREAS**, the grant project period will be in effect from February 11, 2026 to February 10, 2027; and

**WHEREAS**, the Township recognizes that the grant requires a local match consisting of fringe benefits, which the Township is prepared to provide; and

**WHEREAS**, acceptance of this grant will not obligate the Township to any additional financial commitment beyond the required match of fringe benefits; and

**WHEREAS**, the Township Council deems it to be in the best interest of the Township to authorize the submission of a grant application and to accept such funding if awarded; and

**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 Council hereby authorizes the submission of a grant application to the State of New Jersey Safe and Secure Communities Grant Program for Project #26-1808 in the amount of approximately $45,150.00 with a local match of fringe benefits.
2. The Township Council hereby authorizes the acceptance of grant funding from the State of New Jersey Safe and Secure Communities Grant Program for Project #26-1808 in the amount of approximately $45,150.00, subject to the terms and conditions of the grant agreement.
3. The Township commits to providing the required local match of fringe benefits as specified in the grant application and agreement.
4. The grant project period shall be from February 11, 2026 to February 10, 2027.
5. This resolution shall take effect immediately.

***Resolution #26-074*** Authorizing Execution of Developer's Agreement – the Foundation of the Wilf Campus – 350 DeMott Lane (Block 386.07, Lots 54.05 & 55.03)

**WHEREAS**, The Foundation of the Wilf Campus ("Developer") made an application to the Franklin Township Planning Board for Preliminary and Final Major Subdivision Approval and Preliminary and Final Site Plan Approval with Variances in Application No. PLN-22-00016 for the creation of ten (10) single-family residential lots and a separate solar array; and

**WHEREAS**, the Planning Board reviewed maps and presentations of the Applicant and granted approval subject to compliance by the Applicant with certain terms and conditions set forth in the Resolution memorializing the approval in Application No. PLN-22-00016, adopted on August 2, 2023; and

**WHEREAS**, the Developer requested to complete and perfect the subdivision of the aforesaid ten (10) single-family residential lots and to defer construction of the solar array; and

**WHEREAS**, the Planning Board heard and considered this request at its meeting on December 4, 2024, and granted relief from a non-material condition allowing the Applicant to pay only the tree removal fees for the residential subdivision and defer payment of the tree removal fees applicable to the solar array component; and

**WHEREAS**, the Planning Board thereafter adopted a second Resolution on January __, 2025, memorializing said relief; and

**WHEREAS**, pursuant to the Planning Board approvals and resolutions, a Developer's Agreement has been prepared setting forth the terms and conditions for the development of the Property known as Block 386.07, Lots 54.05 and 55.03; and

**WHEREAS**, the Developer's Agreement requires the Developer to pay tree removal fees in the amount of $49,767.00 for the residential subdivision component simultaneous with execution of the Agreement, with the remaining tree removal fees of $44,133.00 for the solar array component to be paid prior to the Developer receiving a Building Permit to construct the solar array; and

**WHEREAS**, the Developer's Agreement contains all necessary terms and conditions to ensure compliance with the Planning Board approvals, applicable laws and regulations, and the protection of the Township's interests; and

**WHEREAS**, the Township Council finds it to be in the best interest of the Township to authorize execution of the Developer's Agreement with The Foundation of the Wilf Campus; and

**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 Council hereby authorizes and approves the execution of the Developer's Agreement between the Township of Franklin and The Foundation of the Wilf Campus for property known as Block 386.07, Lots 54.05 and 55.03, a copy of which is attached hereto and made a part hereof.

2. The Mayor and Township Clerk are hereby authorized to execute the Developer's Agreement on behalf of the Township of Franklin, subject to review and approval by the Township Attorney.

3. The Developer's Agreement shall be recorded in the Somerset County Clerk's Office by the Developer, with a fully executed recorded copy to be submitted to the Township Clerk and Township Attorney.

4. The Township Clerk is directed to retain a copy of the executed Developer's Agreement in the permanent files of the Township.

5. This resolution shall take effect immediately upon passage.

***Resolution #26-075*** Authorizing Agreement between Township of Franklin and County of Somerset for Recycling Pickup January 1, 2026 - December 31, 2026

**WHEREAS**, the Township of Franklin, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Somerset County Solid Waste Management Plan and amendments thereto; and

**WHEREAS**, the Township is desirous of retaining the services of the County of Somerset for said recycling program; and

**WHEREAS**, the County of Somerset has agreed to provide residential curbside pick-up services for all recyclable materials on a biweekly basis for the period of January 1, 2026 through December 31, 2026; and

**WHEREAS**, the County fee shall be based upon the number of households within the Township as determined by the County Planning Board at the rate of $28.16 per household per year; and

**WHEREAS**, the County of Somerset, by Resolution R25-2411 adopted on December 16, 2025, authorized execution of this Agreement with each of the twenty-one municipalities located within the County of Somerset; and

**WHEREAS**, an Agreement has been prepared by Somerset County Counsel setting forth the terms and conditions for recycling pick-up services; and

**WHEREAS**, the Township Council finds it to be in the best interest of the Township to enter into this Agreement with the County of Somerset for recycling pick-up services; and

**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 Council hereby authorizes and approves the execution of the Agreement between the Township of Franklin and the County of Somerset for recycling pick-up services for the period of January 1, 2026 through December 31, 2026, a copy of which is attached hereto and made a part hereof.

2. The Township agrees to pay the County of Somerset a fee based upon the number of households within the Township as determined by the County Planning Board at the rate of $28.16 per household per year, with quarterly invoices to be paid within thirty (30) days of receipt.

3. The Mayor and Township Clerk are hereby authorized to execute the Agreement on behalf of the Township of Franklin.

4. This resolution shall take effect immediately upon passage.

## OLD BUSINESS

***2026 Boards, Committees & Commissions Vacancies***

Mr. Anbarasan nominated Samuel Loos to be a Class A Regular Member to the Historic Preservation Advisory Commission for an unexpired three-year term ending December 31, 2028. Said nomination carried upon acclamation.

## ADJOURNMENT

The meeting adjourned upon unanimous consent.

Approved: _____
Phillip Kramer, Mayor

Date: *February 10, 2026* _____
Ann Marie McCarthy, RMC, MMC
Township Clerk

# TOWNSHIP OF FRANKLIN
# WARRANTS (BILL LIST) SUMMARY #3
# February 10, 2026

| | FUND DESCRIPTION | ACCOUNTS PAYABLE (PRINTED CHECKS) | MANUAL CHECKS | TOTAL PAYMENTS |
|---|---|---|---|---|
| 1 | CURRENT | $ 1,186,299.18 | $ - | $ 1,186,299.18 |
| 2 | GRANT | $ 8,846.24 | $ - | $ 8,846.24 |
| 3 | TAX TITLE LIEN | $ 43,575.95 | $ - | $ 43,575.95 |
| 4 | GENERAL CAPITAL | $ 46,461.14 | $ - | $ 46,461.14 |
| 5 | WATER | $ 14,508.05 | $ - | $ 14,508.05 |
| 6 | WATER CAPITAL | $ 8,615.00 | $ - | $ 8,615.00 |
| 11 | RECREATION TRUST | $ 1,525.63 | $ - | $ 1,525.63 |
| 12 | TRUST OTHERS | $ 13,775.53 | $ - | $ 13,775.53 |
| 13 | UNEMPLOYMENT | $ - | $ 71,161.22 | $ 71,161.22 |
| 15 | REDEVELOPMENT | $ - | $ - | $ - |
| 17 | ANIMAL CONTROL | $ - | $ - | $ - |
| 19 | SELF INSURANCE | $ - | $ - | $ - |
| 20 | AFFORDABLE HOUSING | $ 21,425.00 | $ - | $ 21,425.00 |
| 21 | HAMILTON ST SPECIAL IMPR | $ 222.68 | $ - | $ 222.68 |
| 30 | PAYROLL AGENCY | $ - | $ - | $ - |
| 31 | FLEXIBLE SPENDING | $ - | $ - | $ - |
| 35 | HISTORICAL PRESERVATION | $ - | $ - | $ - |
| 37 | POLICE FORFEITURE | $ - | $ - | $ - |
| 39 | WORKER'S COMP | $ - | $ - | $ - |
| 40 | OPEN SPACE | $ 12,519.38 | $ - | $ 12,519.38 |
| 42 | REDEVELOPMENT ESCROW | $ - | $ - | $ - |
| 50 | COUNTY IMP AUTH FUND | $ - | $ - | $ - |
| | SUB-TOTAL | $ 1,357,773.78 | $ 71,161.22 | $ 1,428,935.00 |
| 51 | DEVELOPERS ESCROW | $ - | $ - | |
| | GRAND TOTAL | $ 1,357,773.78 | $ 71,161.22 | $ 1,428,935.00 |

# TOWNSHIP OF FRANKLIN
## WARRANTS (BILL LIST) SUMMARY #3
## February 10, 2026

| | FUND DESCRIPTION | ACCTS PAYABLE (PRINTED CHECKS) | MANUAL CHECKS | TOTAL PAYMENTS |
|---|---|---|---|---|
| 1 | CURRENT | $ 1,186,299.18 | $ - | $ 1,186,299.18 |
| 2 | GRANT | $ 8,846.24 | $ - | $ 8,846.24 |
| 3 | TAX TITLE LIEN | $ 43,575.95 | $ - | $ 43,575.95 |
| 4 | GENERAL CAPITAL | $ 46,461.14 | $ - | $ 46,461.14 |
| 5 | WATER | $ 14,508.05 | $ - | $ 14,508.05 |
| 6 | WATER CAPITAL | $ 8,615.00 | $ - | $ 8,615.00 |
| 11 | RECREATION TRUST | $ 1,525.63 | $ - | $ 1,525.63 |
| 12 | TRUST OTHERS | $ 13,775.53 | $ - | $ 13,775.53 |
| 13 | UNEMPLOYMENT | $ - | $ 71,161.22 | $ 71,161.22 |
| 15 | REDEVELOPMENT | $ - | $ - | $ - |
| 17 | ANIMAL CONTROL | $ - | $ - | $ - |
| 19 | SELF INSURANCE | $ - | $ - | $ - |
| 20 | AFFORDABLE HOUSING | $ 21,425.00 | $ - | $ 21,425.00 |
| 21 | HAMILTON ST SPECIAL IMPR | $ 222.68 | $ - | $ 222.68 |
| 30 | PAYROLL AGENCY | $ - | $ - | $ - |
| 31 | FLEXIBLE SPENDING | $ - | $ - | $ - |
| 35 | HISTORICAL PRESERVATION | $ - | $ - | $ - |
| 37 | POLICE FORFEITURE | $ - | $ - | $ - |
| 39 | WORKER'S COMP | $ - | $ - | $ - |
| 40 | OPEN SPACE | $ 12,519.38 | $ - | $ 12,519.38 |
| 42 | REDEVELOPMENT ESCROW | $ - | $ - | $ - |
| 50 | COUNTY IMP AUTH FUND | $ - | $ - | $ - |
| | SUB-TOTAL | $ 1,357,773.78 | $ 71,161.22 | $ 1,428,935.00 |
| 51 | ESCROW | $ - | $ - | $ - |
| | GRAND TOTAL | $ 1,357,773.78 | $ 71,161.22 | $ 1,428,935.00 |
| | | . | | |

P.O. Type: All  Include Project Line Items: Yes  Open: N  Paid: N  Void: N
Range: First to Last  Rcvd: Y  Held: N  Aprv: N
Format: Detail without Line Item Notes  Received Date Range: 01/28/26 to 02/10/26  Bid: Y  State: Y  Other: Y  Exempt: Y
Vendors: All  Include Non-Budgeted: Y
Rcvd Batch Id Range: First to Last

| Vendor # / PO # / Item | Description | PO Date | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1075EMER | 10-75 Emergency Lighting, LLC | | | | | | | | | | |
| 25-02333 | Repair - vehicle lights | 08/26/25 | | | | | | | | | |
| 1 | SO-ENGSA03021 - Sound Off | | 401.50 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/26/25 | 02/10/26 | | 14847 | N |
| 2 | SO-ENGND04101 - Sound Off | | 237.22 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/26/25 | 02/10/26 | | 14847 | N |
| 3 | Labor125 - Labor, State Contra | | 875.00 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/26/25 | 02/10/26 | | 14847 | N |
| | | | 1,513.72 | | | | | | | | |
| | Vendor Total: | | 1,513.72 | | | | | | | | |
| AGINSIGN | AGIN SIGNS AND DESIGNS | | | | | | | | | | |
| 25-02691 | REPAIR VEHICLES LETTERING | 09/26/25 | | | | | | | | | |
| 5 | VEHICLE LETTERING REPAIR | | 65.00 | 5-01-25-00-0240-026 | B POLICE DEPT.-EQUIP REPAIR & MAINT | R | 09/26/25 | 02/10/26 | | 9705 | N |
| 25-03029 | REFLECTIVE LETTERING & STRIPIN | 10/28/25 | | | | | | | | | |
| 1 | REFLECTIVE LETTERING & STRIPIN | | 190.00 | C-04-55-25-4467-007 | B CY'25 FTWP Police Dept 5% Downpayment | R | 10/28/25 | 02/10/26 | | 9704 | N |
| 2 | Reflective Lettering & Stripin | | 3,610.00 | C-04-55-25-4467-008 | B CY'25 FTWP Police Dept Bond Capital | R | 10/28/25 | 02/10/26 | | 9704 | N |
| | | | 3,800.00 | | | | | | | | |
| | Vendor Total: | | 3,865.00 | | | | | | | | |
| ALLIEDOI | ALLIED OIL COMPANY | | | | | | | | | | |
| 25-03596 | Gasoline for twp. vehicles | 12/12/25 | | | | | | | | | |
| 3 | Gasoline for twp. vehicles | | 8,779.58 | 5-01-31-00-0446-074 | B GAS-MOTOR FUELS | R | 12/12/25 | 02/10/26 | | 33746 | N |
| 4 | Gasoline for twp. vehicles | | 4,868.21 | 5-01-31-00-0446-074 | B GAS-MOTOR FUELS | R | 12/12/25 | 02/10/26 | | 33745 | N |
| | | | 13,647.79 | | | | | | | | |
| | Vendor Total: | | 13,647.79 | | | | | | | | |

| Vendor # / Name / PO # / PO Date / Description / Item / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|
| **ASPICONS Aspire Consulting Services LLC** | | | | | | | | | |
| 26-00056 02/06/26 Con Svs Admin CDBG Jan-Mar 26 | | | | | | | | | |
| 1 Con Svs Admin CDBG Jan-Aug 26 | 4,583.33 | G-02-41-25-8025-464 | B 2025 CDBG Grant:Planning & Administratn | R | 02/06/26 | 02/10/26 | | 117 | N |
| Vendor Total: | 4,583.33 | | | | | | | | |
| **AUTOBUIL Automated Building Controls** | | | | | | | | | |
| 25-03853 01/01/25 Emergecy HVAC Controls Issues | | | | | | | | | |
| 1 Emergency HVAC Controls Issues | 403.75 | 5-01-26-00-0310-055 | B BUILDING & GROUNDS-PLUMBING, A/C, HEATIN | R | 01/01/25 | 02/10/26 | | 5139 | N |
| 2 Emergency HVAC Controls Issues | 1,062.50 | 5-01-26-00-0310-055 | B BUILDING & GROUNDS-PLUMBING, A/C, HEATIN | R | 01/01/25 | 02/10/26 | | 5178 | N |
| 3 Emergency HVAC Controls Issues | 1,317.50 | 5-01-26-00-0310-055 | B BUILDING & GROUNDS-PLUMBING, A/C, HEATIN | R | 01/01/25 | 02/10/26 | | 5103 | N |
| | 2,783.75 | | | | | | | | |
| Vendor Total: | 2,783.75 | | | | | | | | |
| **CENTERST Center State Engineering asso** | | | | | | | | | |
| 25-03161 10/31/25 General Engineering Service | | | | | | | | | |
| 6 General Engineering Service | 909.00 | 5-01-20-00-0165-028 | B ENGINEERING-PROF & CONSULTING SRVS | R | 10/31/25 | 02/10/26 | | 17630 | N |
| 7 General Engineering Service | 7,120.50 | 5-01-20-00-0165-028 | B ENGINEERING-PROF & CONSULTING SRVS | R | 10/31/25 | 02/10/26 | | 17631 | N |
| | 8,029.50 | | | | | | | | |
| Vendor Total: | 8,029.50 | | | | | | | | |
| **CHERRYWE Ofc Wesley Cherry** | | | | | | | | | |
| 26-00019 01/20/26 REIMBURSMENT UNIFORM/ACADEMY | | | | | | | | | |
| 1 REIMBURSMENT UNIFORM/ACADEMY | 2,827.40 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 01/20/26 | 02/10/26 | | 25 TUITIONREIMB | N |
| Vendor Total: | 2,827.40 | | | | | | | | |
| **COLLIERS Colliers Engineering & Design** | | | | | | | | | |
| 25-01004 05/06/25 Water GIS Integration | | | | | | | | | |
| 3 Water GIS Integration | 1,410.00 | 5-05-55-00-0500-028 | B PROF & CONSULTING SRVS | R | 05/06/25 | 02/10/26 | | 0001130498 | N |
| 25-01541 06/23/25 Potable Water Assset Mgmt | | | | | | | | | |
| 5 Potable Water Assset Mgmt | 1,015.00 | C-06-55-25-4468-001 | B CY'25 FTWP Water Utility Bond Capital | R | 06/23/25 | 02/10/26 | | 0001130506 | N |
| Vendor Total: | 2,425.00 | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| CONCPRIN | Concept Printing | | | | | | | | | |
| 25-03486 | 12/08/25 Salute to America Banners | | | | | | | | | |
| 1 | Salute to America Banners | 135.00 | T-11-56-00-3787-601 | B PARK PERMITS | R | 12/08/25 | 02/10/26 | | 51554 | N |
| | Vendor Total: | 135.00 | | | | | | | | |
| COREMAIN | Core and Main LP | | | | | | | | | |
| 25-03632 | 12/15/25 Meter Equipment | | | | | | | | | |
| 1 | Meter reading equipment | 7,600.00 | C-06-55-23-4411-001 | B CY'23 Water Bond Capital- Capital Projs | R | 12/15/25 | 02/10/26 | | Y296490 | N |
| | Vendor Total: | 7,600.00 | | | | | | | | |
| DAVIDWEB | David Weber Oil, Co | | | | | | | | | |
| 25-03844 | 01/01/25 Drums of oil | | | | | | | | | |
| 1 | Drums of oil | 1,455.30 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 571716 | N |
| 2 | DEXO3055 DEXOS 1 SW/30 55 GAL | 1,817.72 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 571716 | N |
| 3 | DRUM DEPOST | 100.00 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 571716 | N |
| | | 3,373.02 | | | | | | | | |
| | Vendor Total: | 3,373.02 | | | | | | | | |
| DOTDESIG | DOT DESIGNING, LLC | | | | | | | | | |
| 25-03167 | 10/31/25 Basketball & Bowling Shirts | | | | | | | | | |
| 1 | Basketball Shirts | 797.50 | T-11-56-00-3787-201 | B BASKETBALL | R | 10/31/25 | 02/10/26 | | 12460 | N |
| 2 | Bowling Shirts (S-XL) | 276.25 | T-11-56-00-3788-501 | B THERAPEUTIC REC | R | 10/31/25 | 02/10/26 | | 12460 | N |
| 3 | Bowling Shirts (XXL) | 31.25 | T-11-56-00-3788-501 | B THERAPEUTIC REC | R | 10/31/25 | 02/10/26 | | 12460 | N |
| 4 | Bowling Shirts (XXXL) | 36.25 | T-11-56-00-3788-501 | B THERAPEUTIC REC | R | 10/31/25 | 02/10/26 | | 12460 | N |
| | | 1,141.25 | | | | | | | | |
| | Vendor Total: | 1,141.25 | | | | | | | | |
| EBANKSEN | Ebanks Enterprises LLC | | | | | | | | | |
| 25-01019 | 05/08/25 rehab - 246 glastonbury la | | | | | | | | | |
| 1 | rehab - 246 glastonbury la | 20,025.00 | T-20-56-99-0000-002 | B AFFORDABLE HOUSING- ACQUISITION OF LAND | R | 05/08/25 | 02/10/26 | | 246 GLASTONBURY | N |

| Vendor # / Name / PO # / PO Date / Description / Item / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|
| EBANKSEN Ebanks Enterprises LLC Continued | | | | | | | | | |
| 25-01019 05/08/25 rehab - 246 glastonbury la Continued | | | | | | | | | |
| 2 rehab-246 glastonbury chg ordr | 350.00 | T-20-56-99-0000-002 | B AFFORDABLE HOUSING- ACQUISITION OF LAND | R | 02/04/26 | 02/10/26 | | 246 GLASTONBURY | N |
| | 20,375.00 | | | | | | | | |
| Vendor Total: | 20,375.00 | | | | | | | | |
| ECOCLEAN ECO Clean Car Wash | | | | | | | | | |
| 25-00380 02/26/25 CAR WASHES | | | | | | | | | |
| 12 CAR WASHES JAN-MAR 2025 | 153.00 | 5-01-25-00-0240-026 | B POLICE DEPT.-EQUIP REPAIR & MAINT | R | 02/26/25 | 02/10/26 | | 2175 | N |
| Vendor Total: | 153.00 | | | | | | | | |
| FEDUMICH Michael Fedun | | | | | | | | | |
| 25-03639 12/15/25 Covering Judge | | | | | | | | | |
| 1 Covering Judge - 12/1/25 | 300.00 | 5-01-43-00-0490-028 | B MUNICIPAL COURT-PROF & CONSULTING SRVS | R | 12/15/25 | 02/10/26 | | 12/1/25 | N |
| 2 Covering Judge - 12/17/25 | 300.00 | 5-01-43-00-0490-028 | B MUNICIPAL COURT-PROF & CONSULTING SRVS | R | 12/15/25 | 02/10/26 | | 12/17/25 | N |
| | 600.00 | | | | | | | | |
| Vendor Total: | 600.00 | | | | | | | | |
| FLEMDEPA Flemington Department Store | | | | | | | | | |
| 25-02360 08/27/25 Uniforms | | | | | | | | | |
| 1 246193 106674 BLK - Loose Fit | 103.49 | 5-01-25-00-0265-043 | B FIRE PREVENTION-CLOTHING & UNIFORMS | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 2 274984 48359-019 4-IN-1 Patrol | 213.75 | 5-01-25-00-0265-043 | B FIRE PREVENTION-CLOTHING & UNIFORMS | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 3 Bulwark FP50 Navy Pants | 5,684.00 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78273 | N |
| 4 Bulwark FSF6 NAVY S/S Shirt FF | 2,505.12 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 5 Bulwark FSF0 NAVY L/S Shirt FF | 2,699.52 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 6 Bulwark FSC2 LT Blue S/S Shirt | 626.08 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 7 Bulwark FSC2 LT Blue L/S Shirt | 345.44 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 9 5-11 72515-010 L/S WHITE Shirt | 345.44 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 10 5-11 72515-010 L/S WHITE Shirt | 9.00 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| 12 Bulwark FSF0 NAVY L/S Shirt FF | 47.21 | T-12-56-00-0850-845 | B UNIF FIRE SAFETY PENALTY | R | 08/27/25 | 02/10/26 | | INV78274 | N |
| | 12,579.05 | | | | | | | | |
| Vendor Total: | 12,579.05 | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|---|
| FTPUBLIB | FRANKLIN TWP PUBLIC LIBRARY | | | | | | | | | | |
| 26-00001 | 01/13/26 2026 Appropriation | | | | | | | | | | |
| 1 | 2026 Appropriation | 431,970.00 | 6-01-29-00-0390-050 | B | LIBRARY-OPERATIONS | R | 02/03/26 | 02/10/26 | | JAN 2026 APPROP | N |
| 2 | 2026 Appropriation | 431,969.00 | 6-01-29-00-0390-050 | B | LIBRARY-OPERATIONS | R | 02/03/26 | 02/10/26 | | FEB 2026 | N |
| | | 863,939.00 | | | | | | | | | |
| | Vendor Total: | 863,939.00 | | | | | | | | | |
| GLIAGROU | GLIA GROUP LLC | | | | | | | | | | |
| 26-00043 | 01/30/26 TAX LIEN REDEMPTION | | | | | | | | | | |
| 1 | TAX LIEN REDEMPTION | 18,000.00 | T-03-55-00-9999-294 | B | PREMIUM ON TAX SALE | R | 01/30/26 | 02/10/26 | | 021026 | N |
| 2 | TAX LIEN REDEMPTION | 22,496.91 | T-03-55-00-9999-914 | B | TAX LIEN REDEMPTIONS | R | 01/30/26 | 02/10/26 | | 021026 | N |
| | | 40,496.91 | | | | | | | | | |
| | Vendor Total: | 40,496.91 | | | | | | | | | |
| GOODTISO | GOODYEAR AUTO SERVICE CENTER | | | | | | | | | | |
| 25-03847 | 01/01/25 Mason dump tires | | | | | | | | | | |
| 1 | Mason dump tires | 1,468.80 | 5-01-26-00-0315-034 | B | VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 0000054046 | N |
| 25-03848 | 01/01/25 Tahoe tires | | | | | | | | | | |
| 1 | Tahoe tires | 2,560.00 | 5-01-26-00-0315-034 | B | VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 0000054045 | N |
| | Vendor Total: | 4,028.80 | | | | | | | | | |
| GUARMOTO | GUARANTEED MOTOR TOWING SERVIC | | | | | | | | | | |
| 25-03850 | 01/01/25 Towing snow emer. | | | | | | | | | | |
| 1 | Towing snow emer. | 1,012.50 | 5-01-26-00-0291-029 | B | SNOW REMOVAL-OTHER CONTRACTUAL ITEMS | R | 01/01/25 | 02/10/26 | | H415729 | N |
| | Vendor Total: | 1,012.50 | | | | | | | | | |
| HARRCARI | HARRAH'S CASINO HOTEL | | | | | | | | | | |
| 26-00048 | 02/04/26 Hotel for NJRPA Conference | | | | | | | | | | |
| 1 | Hotel for NJRPA Conference | 276.67 | 6-01-28-00-0370-041 | B | DEPT OF RECREATION-CONFERENCES & MEETING | R | 02/04/26 | 02/10/26 | | '26 NJRPA CONF | N |
| 2 | Hotel for NJRPA Conference | 276.67 | 6-01-28-00-0370-041 | B | DEPT OF RECREATION-CONFERENCES & MEETING | R | 02/04/26 | 02/10/26 | | '26 NJRPA CONF | N |
| 3 | Hotel for NJRPA Conference | 184.44 | 6-01-28-00-0370-041 | B | DEPT OF RECREATION-CONFERENCES & MEETING | R | 02/04/26 | 02/10/26 | | '26 NJRPA CONF | N |
| 4 | Hotel for NJRPA Conference | 92.22 | 6-01-28-00-0370-041 | B | DEPT OF RECREATION-CONFERENCES & MEETING | R | 02/04/26 | 02/10/26 | | '26 NJRPA CONF | N |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| HARRCARI | HARRAH'S CASINO HOTEL | Continued | | | | | | | | |
| 26-00048 | 02/04/26 Hotel for NJRPA Conference | | Continued | | | | | | | |
| 5 | Hotel for NJRPA Conference inc | 43.00 | 6-01-28-00-0370-041 | B DEPT OF RECREATION-CONFERENCES & MEETING | R | 02/05/26 | 02/10/26 | | '26 NJRPA CONF | N |
| | | 873.00 | | | | | | | | |
| 26-00054 | 02/06/26 NJRPA 51ST ANNUAL CONFERENCE | | | | | | | | | |
| 1 | ROOM RESERVATION FOR 4 STAFF | 1,164.00 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 02/06/26 | 02/10/26 | | 2026 NJRPA CONF | N |
| | Vendor Total: | 2,037.00 | | | | | | | | |
| KENYONPL | Kenyon Planning | | | | | | | | | |
| 26-00051 | 02/05/26 Sustainability Consulting Svcs | | | | | | | | | |
| 1 | Sustainability Consulting Svcs | 817.00 | 6-01-30-00-0428-029 | B ENVIRONMENT COMM - OTHER CONTRACT SERVIC | R | 02/05/26 | 02/10/26 | | 2026-002 | N |
| 26-00052 | 02/05/26 2026 Open Space Consulting | | | | | | | | | |
| 1 | 2026 Open Space Consulting | 7,472.50 | T-40-56-26-0366-028 | B OPEN SPACE - PROFESSIONAL/CONSULTING SER | R | 02/05/26 | 02/10/26 | | 2026-001 | N |
| | Vendor Total: | 8,289.50 | | | | | | | | |
| KHEGEDUS | KRISTA HEGEDUS | | | | | | | | | |
| 26-00024 | 01/20/26 Reimbursement for NJLM | | | | | | | | | |
| 1 | Reimbursement for NJLM Tolls | 14.78 | 5-01-20-00-0140-041 | B DATA PROCESSING-CONFERENCES & MEETINGS | R | 01/20/26 | 02/10/26 | | REIMB25NJLM EXP | N |
| 2 | Reimbursement NJLM Cafe 11/18 | 13.98 | 5-01-20-00-0140-041 | B DATA PROCESSING-CONFERENCES & MEETINGS | R | 01/20/26 | 02/10/26 | | REIMB25NJLM EXP | N |
| 3 | Reimbursement NJLM Cafe 11/20 | 10.43 | 5-01-20-00-0140-041 | B DATA PROCESSING-CONFERENCES & MEETINGS | R | 01/20/26 | 02/10/26 | | REIMB25NJLM EXP | N |
| 4 | Reimbursement NJLM Parking | 10.00 | 5-01-20-00-0140-041 | B DATA PROCESSING-CONFERENCES & MEETINGS | R | 01/20/26 | 02/10/26 | | REIMB25NJLM EXP | N |
| 5 | Reimbursement NJLM Room 11/17 | 142.03 | 5-01-20-00-0140-041 | B DATA PROCESSING-CONFERENCES & MEETINGS | R | 01/20/26 | 02/10/26 | | REIMB25NJLM EXP | N |
| | | 191.22 | | | | | | | | |
| | Vendor Total: | 191.22 | | | | | | | | |
| LINDEGAS | Linde Gas & Equipment Inc | | | | | | | | | |
| 25-00214 | 02/06/25 Tank rentals | | | | | | | | | |
| 12 | Tank rentals | 70.80 | 5-01-26-00-0291-031 | B SNOW REMOVAL-CHEMICALS AND GASES | R | 02/06/25 | 02/10/26 | | 53964189 | N |
| | Vendor Total: | 70.80 | | | | | | | | |

| Vendor # / Name / PO # / PO Date / Description / Item / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| METUCENT METUCHEN CENTER INC. | | | | | | | | | | |
| 25-03601 12/12/25 Ordering of Apparel for Office | | | | | | | | | | |
| 1 Ordering of Apparel for Office | 70.00 | 5-01-20-00-0150-043 | B | Tax Assessment - Clothing & Uniforms | R | 12/12/25 | 02/10/26 | | 124959 | N |
| Vendor Total: | 70.00 | | | | | | | | | |
| NATIONAH National Highway Products Inc | | | | | | | | | | |
| 25-03548 12/11/25 SIGN TRAILERS | | | | | | | | | | |
| 1 Solar Tech - Silent Advisor 5% | 1,382.67 | C-04-55-25-4467-007 | B | CY'25 FTWP Police Dept 5% Downpayment | R | 12/11/25 | 02/10/26 | | PS-INV130258 | N |
| 2 with line 1 | 25,088.03 | C-04-55-25-4467-008 | B | CY'25 FTWP Police Dept Bond Capital | R | 12/11/25 | 02/10/26 | | PS-INV130258 | N |
| 3 Solar Tech - Integrated GPS | 721.30 | C-04-55-25-4467-008 | B | CY'25 FTWP Police Dept Bond Capital | R | 12/11/25 | 02/10/26 | | PS-INV130258 | N |
| 4 Solar Tech Charger Upgrades | 461.44 | C-04-55-25-4467-008 | B | CY'25 FTWP Police Dept Bond Capital | R | 12/11/25 | 02/10/26 | | PS-INV130258 | N |
| | 27,653.44 | | | | | | | | | |
| Vendor Total: | 27,653.44 | | | | | | | | | |
| NJ234 NEW JERSEY DISTRIBUTION/SUPPOR | | | | | | | | | | |
| 25-03508 12/09/25 Seniors Meeting Supplies | | | | | | | | | | |
| 1 Seniors Meeting Supplies | 101.85 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 2 Seniors Meeting Supplies | 40.02 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 3 Seniors Meeting Supplies | 41.08 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 4 Seniors Meeting Supplies | 16.38 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 5 Seniors Meeting Supplies | 25.46 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 6 Seniors Meeting Supplies | 11.81 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 7 Seniors Meeting Supplies | 29.07 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 8 Seniors Meeting Supplies | 104.88 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 9 Seniors Meeting Supplies | 100.68 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 12/09/25 | 02/10/26 | | 730171-1 | N |
| 10 SeniorsMeeting Supply increase | 0.01 | 5-01-28-00-0370-066 | B | DEPT OF RECREATION-PROGRAM SUPPLIES | R | 01/30/26 | 02/10/26 | | 730171-1 | N |
| | 471.24 | | | | | | | | | |
| Vendor Total: | 471.24 | | | | | | | | | |
| NJ867 NJ Dept of Corrections | | | | | | | | | | |
| 25-03619 12/15/25 #10WW TAX ENVELOPES-WINDOW | | | | | | | | | | |
| 1 #10WW TAX ENVELOPES-WINDOW | 1,860.00 | 5-01-20-00-0145-023 | B | TAX COLLECTION-PRINTING AND BINDING | R | 12/15/25 | 02/10/26 | | 527734 | N |
| Vendor Total: | 1,860.00 | | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| NJDOORW | New Jersey Door Works | | | | | | | | | |
| 25-03309 | 11/13/25 PD Sally Port #1 repairs | | | | | | | | | |
| 1 | PD Sally Port #1 repairs | 3,918.00 | 5-01-26-00-0310-024 | B BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 11/13/25 | 02/10/26 | | 167964 | N |
| 25-03704 | 12/29/25 RADIO SHELTER (3) HMD | | | | | | | | | |
| 1 | Storage | 3,055.00 | C-04-55-20-4321-008 | B 2020 Bond Capital-Police Dept Equipment | R | 12/29/25 | 02/10/26 | | 168191 | N |
| 2 | Main | 3,120.00 | C-04-55-20-4321-008 | B 2020 Bond Capital-Police Dept Equipment | R | 12/29/25 | 02/10/26 | | 168191 | N |
| 3 | Generator | 3,055.00 | C-04-55-20-4321-008 | B 2020 Bond Capital-Police Dept Equipment | R | 12/29/25 | 02/10/26 | | 168191 | N |
| | | 9,230.00 | | | | | | | | |
| | Vendor Total: | 13,148.00 | | | | | | | | |
| NJRPA | NEW JERSEY RECREATION & PARKS | | | | | | | | | |
| 26-00053 | 02/06/26 NJRPA 51ST ANNUAL CONFERENCE | | | | | | | | | |
| 1 | JORDYN WILLIAMS REGISTRATION | 470.00 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 02/06/26 | 02/10/26 | | 10805 | N |
| 2 | WINDY WHITE REGISTRATION | 470.00 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 02/06/26 | 02/10/26 | | 10808 | N |
| 3 | JOSEPH JANKOWSKI REGISTRATION | 470.00 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 02/06/26 | 02/10/26 | | 10807 | N |
| 4 | LAKSHMI.P.SURULIRAJ REGISTRA. | 470.00 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 02/06/26 | 02/10/26 | | 10806 | N |
| | | 1,880.00 | | | | | | | | |
| | Vendor Total: | 1,880.00 | | | | | | | | |
| ORIENTAL | ORIENTAL TRADING CO. INC. | | | | | | | | | |
| 25-03258 | 11/06/25 Fabric Paint Forever 55 | | | | | | | | | |
| 1 | Fabric Paint Forever 55 | 90.00 | T-11-56-00-3788-601 | B SENIOR ACTIVITIES | R | 11/06/25 | 02/10/26 | | 73984628201 | N |
| 2 | Fabric Paint Forever 55 S&H | 13.99 | T-11-56-00-3788-601 | B SENIOR ACTIVITIES | R | 02/03/26 | 02/10/26 | | 73984628201 | N |
| | | 103.99 | | | | | | | | |
| 25-03417 | 11/24/25 Sweetheartweek - Cultural week | | | | | | | | | |
| 1 | Valentine Tinsel GARLAND | 99.90 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 2 | Small valentine Drawstring bag | 86.38 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 3 | Valentine Mini pens | 33.16 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 4 | Valentine Heart shaped notepad | 79.11 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 5 | Heart shaped Balls | 87.96 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 7 | Magic Pads | 38.40 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 8 | Red rose petals | 8.29 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 9 | Hershey kisses candy | 274.95 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| 10 | Hershey kisses candy | 399.95 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| ORIENTAL | ORIENTAL TRADING CO. INC. Continued | | | | | | | | | |
| 25-03417 | 11/24/25 Sweetheartweek - Cultural week Continued | | | | | | | | | |
| 11 | Shipping and Handling | 110.81 | G-02-41-24-0805-000 | B DCA SCAP-Youth Ctr Prog-Youth Ctr Prepd | R | 11/24/25 | 02/10/26 | | 740610115-01 | N |
| | | 1,218.91 | | | | | | | | |
| | Vendor Total: | 1,322.90 | | | | | | | | |
| PACKPUBL | Packet Media LLC | | | | | | | | | |
| 25-03593 | 12/12/25 2026 TC Mtg Schedule Notice | | | | | | | | | |
| 1 | 2026 TC Mtg Schedule Notice | 67.35 | 5-01-20-00-0120-021 | B MUNICIPAL CLERK-ADVERTISING | R | 12/12/25 | 02/10/26 | | IN68055 | N |
| | Vendor Total: | 67.35 | | | | | | | | |
| PARTSAUT | Parts Authority, LLC | | | | | | | | | |
| 25-01455 | 06/16/25 Motor vehicle parts | | | | | | | | | |
| 1 | Motor vehicle parts | 21.22 | 5-01-26-00-0291-034 | B SNOW REMOVAL-MOTOR VEHICLE PARTS | R | 06/16/25 | 02/10/26 | | 300-739613 | N |
| 25-01762 | 07/08/25 BOE vehicle parts | | | | | | | | | |
| 22 | BOE vehicle parts | 5.98 | 5-01-42-00-0890-034 | B BOARD OF ED: INTERLOCAL-MOTOR VEHICLE PA | R | 07/08/25 | 02/10/26 | | 352-323499 | N |
| 23 | BOE vehicle parts | 24.95 | 5-01-42-00-0890-034 | B BOARD OF ED: INTERLOCAL-MOTOR VEHICLE PA | R | 07/08/25 | 02/10/26 | | 056-322369 | N |
| 24 | BOE vehicle parts | 25.16 | 5-01-42-00-0890-034 | B BOARD OF ED: INTERLOCAL-MOTOR VEHICLE PA | R | 07/08/25 | 02/10/26 | | 055-120550 | N |
| | | 56.09 | | | | | | | | |
| 25-02528 | 09/17/25 Motor vehicle parts for water | | | | | | | | | |
| 5 | Motor vehicle parts for water | 149.67 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 350-097021 | N |
| 6 | Motor vehicle parts for water | 286.74 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-736533 | N |
| 7 | Motor vehicle parts for water | 255.30 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 055-113351 | N |
| 8 | Motor vehicle parts for water | 249.60 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-736738 | N |
| 9 | Motor vehicle parts for water | 135.60 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-737750 | N |
| 10 | Motor vehicle parts for water | 177.56 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 331-670074 | N |
| 11 | Motor vehicle parts for water | 82.62 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-737751 | N |
| 12 | Motor vehicle parts for water | 2.76 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-734556 | N |
| 13 | Motor vehicle parts for water | 299.80 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-735169 | N |
| 14 | Motor vehicle parts for water | 116.40 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-735052 | N |
| 15 | Motor vehicle parts for water | 124.80 | 5-05-55-00-0500-034 | B MOTOR VEHICLE PARTS | R | 09/17/25 | 02/10/26 | | 300-735053 | N |
| | | 1,880.85 | | | | | | | | |

| Vendor # / Name / PO # / PO Date / Description / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|
| PARTSAUT Parts Authority, LLC | Continued | | | | | | | | |
| 25-03244 11/06/25 Lincoln products | | | | | | | | | |
| 1 Lincoln products | 937.41 | 5-01-26-00-0310-024 | B BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 11/06/25 | 02/10/26 | | 300-729939 | N |
| 2 Part# 877 Lincoln dispense | 3,608.64 | 5-01-26-00-0310-024 | B BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 11/06/25 | 02/10/26 | | 300-729939 | N |
| 3 Part#: 83464-50 | 9,909.06 | 5-01-26-00-0310-024 | B BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 11/06/25 | 02/10/26 | | 300-729939 | N |
| | 14,455.11 | | | | | | | | |
| 25-03837 01/01/25 Motor vehicle parts | | | | | | | | | |
| 1 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732191 | N |
| 2 Motor vehicle parts | 66.15 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-205134 | N |
| 3 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732180 | N |
| 4 Motor vehicle parts | 5.84 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732629 | N |
| 5 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732772 | N |
| 6 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732774 | N |
| 7 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732780 | N |
| 8 Motor vehicle parts | 207.78 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732799 | N |
| 9 Motor vehicle parts | 5.66 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-734209 | N |
| 10 Motor vehicle parts | 40.92 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-090463 | N |
| 11 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732946 | N |
| 12 Motor vehicle parts | 132.26 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-734152 | N |
| 13 Motor vehicle parts | 132.26 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-092780 | N |
| 14 Motor vehicle parts | 132.63 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 301-314077 | N |
| 15 Motor vehicle parts | 36.39 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-735645 | N |
| 16 Motor vehicle parts | 121.84 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-735947 | N |
| 17 Motor vehicle parts | 171.02 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-736254 | N |
| 18 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-737173 | N |
| 19 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-737863 | N |
| 20 Motor vehicle parts | 286.74 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-738035 | N |
| 21 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-738347 | N |
| 22 Motor vehicle parts | 106.86 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-336381 | N |
| 23 Motor vehicle parts | 20.14 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-738377 | N |
| 24 Motor vehicle parts | 136.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-738364 | N |
| 25 Motor vehicle parts | 61.14 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-341897 | N |
| 26 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-734415 | N |
| 27 Motor vehicle parts | 124.92 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-734786 | N |
| 28 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-735078 | N |
| 29 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-735076 | N |
| 30 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-741318 | N |

| Vendor # / Name / PO # / PO Date / Description / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|
| PARTSAUT Parts Authority, LLC | Continued | | | | | | | | |
| 25-03837 01/01/25 Motor vehicle parts | | Continued | | | | | | | |
| 31 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-742125 | N |
| 32 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-742126 | N |
| 33 Motor vehicle parts | 5.66 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-742462 | N |
| 34 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-742684 | N |
| 35 Motor vehicle parts | 6.30 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 307-505069 | N |
| 36 Motor vehicle parts | 57.85 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739132 | N |
| 37 Motor vehicle parts | 51.66 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739230 | N |
| 38 Motor vehicle parts | 203.04 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 350-140737 | N |
| 39 Motor vehicle parts | 10.46 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739437 | N |
| 40 Motor vehicle parts | 54.97 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739173 | N |
| 41 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739743 | N |
| 42 Motor vehicle parts | 193.20 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-740646 | N |
| 43 Motor vehicle parts | 318.12 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-135160 | N |
| 44 Motor vehicle parts | 284.52 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-725522 | N |
| 45 Motor vehicle parts | 235.98 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-720200 | N |
| 46 Motor vehicle parts | 13.28 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-739864 | N |
| 47 Motor vehicle parts | 51.21 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 301-310048 | N |
| 48 Motor vehicle parts | 370.06 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-725833 | N |
| 49 Motor vehicle parts | 168.53 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 350-903947 | N |
| 50 Motor vehicle parts | 358.72 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-723515 | N |
| 51 Motor vehicle parts | 117.04 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 079-484767 | N |
| 52 Motor vehicle parts | 118.40 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-044143 | N |
| 53 Motor vehicle parts | 174.98 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-725986 | N |
| 54 Motor vehicle parts | 32.30 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-727751 | N |
| 55 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-726772 | N |
| 56 Motor vehicle parts | 124.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-728437 | N |
| 57 Motor vehicle parts | 249.36 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-728443 | N |
| 58 Motor vehicle parts | 98.00 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-728629 | N |
| 59 Motor vehicle parts | 11.70 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-729153 | N |
| 60 Motor vehicle parts | 175.20 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-729155 | N |
| 61 Motor vehicle parts | 430.11 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-729500 | N |
| 62 Motor vehicle parts | 165.60 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-729814 | N |
| 63 Motor vehicle parts | 6.11 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-730008 | N |
| 64 Motor vehicle parts | 162.98 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-068453 | N |
| 65 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-730464 | N |
| 66 Motor vehicle parts | 6.64 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-730824 | N |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| PARTSAUT | Parts Authority, LLC | Continued | | | | | | | | |
| 25-03837 | 01/01/25 Motor vehicle parts | | Continued | | | | | | | |
| 67 | Motor vehicle parts | 242.40 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-730841 | N |
| 68 | Motor vehicle parts | 56.01 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-731806 | N |
| 69 | Motor vehicle parts | 215.34 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-074877 | N |
| 70 | Motor vehicle parts | 24.84 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-731388 | N |
| 71 | Motor vehicle parts | 186.08 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-732188 | N |
| | | 7,487.76 | | | | | | | | |
| 25-03838 | 01/01/25 Stock order | | | | | | | | | |
| 1 | Stock order | 60.42 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 2 | B101 2 2 CARB SPRAY | 161.52 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-161176 | N |
| 3 | 18-260 WIPER BLADE | 83.10 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-494018 | N |
| 4 | FL820S SILTER ASY OIL | 159.36 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 301-317916 | N |
| 5 | FL500S FILTER ASY OIL | 239.04 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 6 | N C BRK CLNR VO | 47.88 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 7 | 9007B1 STANDARD BULB | 5.55 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 301-317916 | N |
| 8 | 5203051 PR EACH BX 10 | 14.70 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 9 | 5208051 PR EACH BX 10 | 18.70 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 10 | 5210051 PR EACH BX 10 | 18.70 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 11 | 5216051 PR EACH BX 10 | 18.70 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 12 | 5220051 PR EACH BX 10 | 19.00 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 13 | 5224051 PR EACH BX 10 | 19.00 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 14 | 18-220 WIPER BLADE | 103.50 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 15 | 12-275 WIPER BLADE | 45.80 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 300-744352 | N |
| 16 | H11B1 HEADLIGHT BULB | 43.96 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 031-494018 | N |
| 17 | H11B1 HEADLIGHT BULB | 3.36 | 5-01-26-00-0315-034 | B VEHICLE MAINT.-MOTOR VEHICLE PARTS | R | 01/01/25 | 02/10/26 | | 055-161176 | N |
| | | 1,062.29 | | | | | | | | |
| | Vendor Total: | 24,963.32 | | | | | | | | |
| PERSONAL | Personalized Paraphernalia | | | | | | | | | |
| 25-03255 | 11/06/25 JACKETS | | | | | | | | | |
| 1 | JACKETS | 1,296.00 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 11/06/25 | 02/10/26 | | 11385 | N |
| 2 | UP CHARGE FOR 2X | 32.00 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 11/06/25 | 02/10/26 | | 11385 | N |
| | | 1,328.00 | | | | | | | | |

| Vendor # / Name / PO # / PO Date / Description / Item Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|
| PERSONAL Personalized Paraphernalia Continued | | | | | | | | | |
| 25-03437 11/24/25 POLO SHIRTS | | | | | | | | | |
| 1 LONG SLEEVE BLACK STYLE | 473.00 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 11/24/25 | 02/10/26 | | 11387 | N |
| 2 SHORT SLEEVE STYLE | 429.00 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 11/24/25 | 02/10/26 | | 11387 | N |
| 3 FOR 2X POLOS | 32.00 | 5-01-25-00-0240-043 | B POLICE DEPT.-CLOTHING & UNIFORMS | R | 11/24/25 | 02/10/26 | | 11387 | N |
| | 934.00 | | | | | | | | |
| Vendor Total: | 2,262.00 | | | | | | | | |
| PROCAP8 PROCAP 8 FBO FIRSTRUST BANK | | | | | | | | | |
| 26-00044 01/30/26 TAX LIEN REDEMPTION | | | | | | | | | |
| 1 TAX LIEN REDEMPTION | 800.00 | T-03-55-00-9999-294 | B PREMIUM ON TAX SALE | R | 01/30/26 | 02/10/26 | | 021026 | N |
| 2 TAX LIEN REDEMPTION | 906.41 | T-03-55-00-9999-294 | B PREMIUM ON TAX SALE | R | 01/30/26 | 02/10/26 | | 021026 | N |
| | 1,706.41 | | | | | | | | |
| Vendor Total: | 1,706.41 | | | | | | | | |
| PSEG1444 PSE&G CO. | | | | | | | | | |
| 25-00760 04/07/25 PSE&G Gas & Electric Bill Dec | | | | | | | | | |
| 1 PSE&G Gas & Electric Bill | 47,428.02 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 04/07/25 | 02/10/26 | | DEC 2025 | N |
| 2 PSE&G Gas & Electric Bill | 115,516.82 | 5-01-31-00-0435-075 | B STREET LIGHTING-STREET LIGHTING | R | 04/07/25 | 02/10/26 | | DEC 2025 | N |
| 3 PSE&G Gas & Electric Bill | 8,307.85 | 5-05-55-00-0500-071 | B ELECTRICITY | R | 04/07/25 | 02/10/26 | | DEC 2025 | N |
| 4 PSE&G Gas & Electric Bill | 4,136.88 | T-40-56-25-0366-071 | B ELECTRICITY & STREET LIGHTS | R | 04/07/25 | 02/10/26 | | DEC 2025 | N |
| 5 PSE&G Gas & Electric Bill | 108.65 | T-21-56-25-4060-056 | B HAMILTON ST SID-FIRE&OTHER SAFETY EQUIP | R | 04/07/25 | 02/10/26 | | DEC 2025 | N |
| | 175,498.22 | | | | | | | | |
| Vendor Total: | 175,498.22 | | | | | | | | |
| PYRACONS Pyramid Consulting Group, LLC | | | | | | | | | |
| 25-03073 10/28/25 "2025" Professional Appraisal | | | | | | | | | |
| 1 "2025" Professional Appraisal | 10,800.00 | 5-01-20-00-0150-028 | B TAX ASSESSMENT-PROF & CONSULTING SRVS | R | 10/28/25 | 02/10/26 | | 12/16/25 | N |
| Vendor Total: | 10,800.00 | | | | | | | | |
| RAINONE Rainone Coughlin Minchello LLC | | | | | | | | | |
| 25-00138 01/30/25 2025 Annual Township Attorney | | | | | | | | | |
| 147 2025 Annual Township Attorney | 2,054.00 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25277 | N |
| 148 2025 Annual Township Attorney | 1,022.50 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25278 | N |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| RAINONE | Rainone Coughlin Minchello LLC Continued | | | | | | | | | |
| 25-00138 | 01/30/25 2025 Annual Township Attorney Continued | | | | | | | | | |
| 149 | 2025 Annual Township Attorney | 1,050.00 | T-20-56-99-0000-027 | B AFFORDABLE HOUSING- LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25279 | N |
| 150 | 2025 Annual Township Attorney | 6,240.50 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25280 | N |
| 151 | 2025 Annual Township Attorney | 500.00 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25281 | N |
| 152 | 2025 Annual Township Attorney | 1,225.00 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25282 | N |
| 153 | 2025 Annual Township Attorney | 525.00 | T-40-56-26-0366-027 | B OPEN SPACE - LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25283 | N |
| 154 | 2025 Annual Township Attorney | 402.50 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25284 | N |
| 155 | 2025 Annual Township Attorney | 3,600.50 | 5-01-20-00-0155-027 | B LEGAL SERVICES-LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25285 | N |
| 156 | 2025 Annual Township Attorney | 122.50 | T-40-56-26-0366-027 | B OPEN SPACE - LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25344 | N |
| 157 | 2025 Annual Township Attorney | 262.50 | T-40-56-26-0366-027 | B OPEN SPACE - LEGAL SERVICES | R | 01/30/25 | 02/10/26 | | 25345 | N |
| | | 17,005.00 | | | | | | | | |
| | Vendor Total: | 17,005.00 | | | | | | | | |
| RICOUSA | Ricoh USA, Inc. | | | | | | | | | |
| 26-00003 | 01/14/26 FINANCE COPIER LEASE 2026 | | | | | | | | | |
| 1 | FINANCE COPIER LEASE 2026 | 494.31 | 6-01-20-00-0130-026 | B FINANCIAL ADMINISTRATION-MAINT OF EQUIP | R | 01/22/26 | 02/10/26 | | 109677270 | N |
| | Vendor Total: | 494.31 | | | | | | | | |
| RTLF-NJ | RTLF-NJ II LLC | | | | | | | | | |
| 26-00045 | 01/30/26 TAX LIEN REDEMPTION | | | | | | | | | |
| 1 | TAX LIEN REDEMPTION | 500.00 | T-03-55-00-9999-294 | B PREMIUM ON TAX SALE | R | 01/30/26 | 02/10/26 | | 021026 | N |
| 2 | TAX LIEN REDEMPTION | 872.63 | T-03-55-00-9999-914 | B TAX LIEN REDEMPTIONS | R | 01/30/26 | 02/10/26 | | 021026 | N |
| | | 1,372.63 | | | | | | | | |
| | Vendor Total: | 1,372.63 | | | | | | | | |
| RUSSOMAT | Officer Mathew Russo | | | | | | | | | |
| 26-00021 | 01/20/26 TUITION REMIMBURSEMENT-PBA154 | | | | | | | | | |
| 1 | TUITION REIMBURSEMENT:PBA154 | 1,050.00 | 5-01-25-00-0240-010 | B POLICE DEPT.-COLLEGE STIPEND | R | 01/20/26 | 02/10/26 | | 25 TUITIONREIMB | N |
| 2 | TUITION REIMBURSEMENT:PBA154 | 1,050.00 | 5-01-25-00-0240-010 | B POLICE DEPT.-COLLEGE STIPEND | R | 01/20/26 | 02/10/26 | | 25 TUITIONREIMB | N |
| | | 2,100.00 | | | | | | | | |
| | Vendor Total: | 2,100.00 | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|---|
| SHI | SHI INTERNATIONAL CORP. | | | | | | | | | | |
| 25-03407 | 11/24/25 Kioware Kiosk Software Renewal | | | | | | | | | | |
| 1 | Kioware Kiosk Software Renewal | 19.89 | 5-01-20-00-0140-138 | B | DATA PROCESSING-SOFTWARE LICENSING | R | 11/24/25 | 02/10/26 | | B20581491 | N |
| 25-03408 | 11/24/25 NIC cards for UPS Monitoring | | | | | | | | | | |
| 1 | NIC cards for UPS Monitoring | 4,615.66 | C-04-55-24-4443-002 | B | CY'24 Gen Imp Bond Cap:IT Capital | R | 11/24/25 | 02/10/26 | | B20550739 | N |
| 25-03409 | 11/24/25 Court FTR Licenses | | | | | | | | | | |
| 1 | Court FTR Licenses | 208.24 | 5-01-20-00-0140-138 | B | DATA PROCESSING-SOFTWARE LICENSING | R | 11/24/25 | 02/10/26 | | B20564231 | N |
| 25-03463 | 12/03/25 HR Replaccement Laser Printer | | | | | | | | | | |
| 1 | MFCL8395CDW All-in-One Color | 687.53 | C-04-55-24-4443-002 | B | CY'24 Gen Imp Bond Cap:IT Capital | R | 12/03/25 | 02/10/26 | | B20664683 | N |
| 25-03494 | 12/09/25 Creative Cloud Renewal | | | | | | | | | | |
| 1 | Creative Cloud Renewal | 11,426.80 | 5-01-20-00-0140-138 | B | DATA PROCESSING-SOFTWARE LICENSING | R | 12/09/25 | 02/10/26 | | B20670158 | N |
| 2 | Adobe Pro PDF Renewal | 6,939.30 | 5-01-20-00-0140-138 | B | DATA PROCESSING-SOFTWARE LICENSING | R | 12/09/25 | 02/10/26 | | B20670158 | N |
| | | 18,366.10 | | | | | | | | | |
| 25-03569 | 12/12/25 DVD External Drives | | | | | | | | | | |
| 1 | DVD External Drives | 317.10 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20642508 | N |
| 25-03597 | 12/12/25 IT Supplies | | | | | | | | | | |
| 1 | USB Drives | 3.59 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20645602 | N |
| 2 | Monitors for Flock | 401.04 | C-04-55-24-4443-002 | B | CY'24 Gen Imp Bond Cap:IT Capital | R | 12/12/25 | 02/10/26 | | B20645602 | N |
| 3 | Mouse for flock | 73.47 | C-04-55-24-4443-002 | B | CY'24 Gen Imp Bond Cap:IT Capital | R | 12/12/25 | 02/10/26 | | B20640595 | N |
| 4 | USB Drives | 43.08 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20651765 | N |
| 5 | USB Drives | 86.16 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20674889 | N |
| 6 | USB Drives | 28.72 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20690861 | N |
| 7 | USB Drives | 17.95 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/12/25 | 02/10/26 | | B20692529 | N |
| | | 654.01 | | | | | | | | | |
| 25-03643 | 12/15/25 DUO Fobs | | | | | | | | | | |
| 1 | DUO Fobs | 548.60 | 5-01-20-00-0140-037 | B | DATA PROCESSING-ELECTRIC & COMM SUPPLIES | R | 12/15/25 | 02/10/26 | | B20667803 | N |
| | Vendor Total: | 25,417.13 | | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|---|
| SLADEIND | Slade Elavator Industries Inc. | | | | | | | | | | |
| 25-01246 | 06/02/25 Elevator maintenance | | | | | | | | | | |
| 19 | Elevator maintenance | 525.00 | 5-01-26-00-0310-024 | B | BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 06/02/25 | 02/10/26 | | INV-12443-K4R9 | N |
| 20 | Monthly Elevator Maintenance | 385.00 | 5-01-26-00-0310-024 | B | BUILDING & GROUNDS-BUILDING MAINT&CLEAN | R | 06/02/25 | 02/10/26 | | INV-12428-Z9B8 | N |
| | | 910.00 | | | | | | | | | |
| | Vendor Total: | 910.00 | | | | | | | | | |
| SOMSR | Shop Rite/Somerset | | | | | | | | | | |
| 25-03306 | 11/13/25 Items for TR Let's Get Cooking | | | | | | | | | | |
| 2 | Items for TR Cooking Program | 39.04 | T-11-56-00-3788-501 | B | THERAPEUTIC REC | R | 11/13/25 | 02/10/26 | | 04510399154 | N |
| 3 | Items for TR Cooking Program | 26.33 | T-11-56-00-3788-501 | B | THERAPEUTIC REC | R | 11/13/25 | 02/10/26 | | 04510288984 | N |
| | | 65.37 | | | | | | | | | |
| | Vendor Total: | 65.37 | | | | | | | | | |
| STARNETS | Starnet Solutions, Inc. | | | | | | | | | | |
| 25-03572 | 12/12/25 MDTemp Server Virtualization | | | | | | | | | | |
| 1 | MDTemp Server Virtualization | 3,600.00 | 5-01-20-00-0140-028 | B | DATA PROCESSING-PROF & CONSULTING SRVS | R | 12/12/25 | 02/10/26 | | 012126TF | N |
| | Vendor Total: | 3,600.00 | | | | | | | | | |
| STAVOLA | STAVOLA CONSTRUCTION MATERIALS | | | | | | | | | | |
| 25-02882 | 10/16/25 Road Materials | | | | | | | | | | |
| 11 | Road Materials | 231.00 | 5-01-26-00-0290-032 | B | STREETS & ROADS-ROAD MATERIALS | R | 10/16/25 | 02/10/26 | | 379214 | N |
| | Vendor Total: | 231.00 | | | | | | | | | |
| THOMWEST | Thomson Reuters-West | | | | | | | | | | |
| 25-03637 | 12/15/25 NJ Court Rules 2026 | | | | | | | | | | |
| 1 | NJ Court Rules 2026 | 232.00 | 5-01-43-00-0490-033 | B | MUNICIPAL COURT-BOOKS & PUBLICATIONS | R | 12/15/25 | 02/10/26 | | 852572790 | N |
| | Vendor Total: | 232.00 | | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| TRAPROCK | TRAP ROCK INDUSTRIES | | | | | | | | | |
| 25-00312 | 02/20/25 Road materials | | | | | | | | | |
| 6 | Road materials | 2,357.68 | 5-01-26-00-0290-032 | B STREETS & ROADS-ROAD MATERIALS | R | 02/20/25 | 02/10/26 | | 8184657 | N |
| | Vendor Total: | 2,357.68 | | | | | | | | |
| UGI | UGI Corporation | | | | | | | | | |
| 26-00050 | 02/05/26 Third Party Utility Exp Nov'25 | | | | | | | | | |
| 1 | Third Party Utility Expenses | 1,453.49 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922609 | N |
| 2 | Third Party Utility Expenses | 235.65 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922680 | N |
| 3 | Third Party Utility Expenses | 978.81 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922666 | N |
| 4 | Third Party Utility Expenses | 607.51 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922636 | N |
| 5 | Third Party Utility Expenses | 1,520.69 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922649 | N |
| 6 | Third Party Utility Expenses | 1,777.97 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6922621 | N |
| 7 | Third Party Utility Expenses | 312.59 | 5-01-31-00-0430-071 | B ELECTRICITY-ELECTRICITY | R | 02/05/26 | 02/10/26 | | G6918681 | N |
| | | 6,886.71 | | | | | | | | |
| | Vendor Total: | 6,886.71 | | | | | | | | |
| VERIENG | VERIZON WIRELESS | | | | | | | | | |
| 25-02188 | 08/15/25 Verizon Air Cards 2025 | | | | | | | | | |
| 51 | Verizon Air Cards - Water | 421.11 | 5-05-55-00-0500-076 | B TELEPHONE CHARGES | R | 08/15/25 | 02/10/26 | | 6134319643 | N |
| 52 | Verizon Air Cards - Code | 421.11 | 5-01-22-00-0195-076 | B UNIFORM CONST CODE- TELEPHONE | R | 08/15/25 | 02/10/26 | | 6134319643 | N |
| 53 | Verizon Air Cards - Hamilton | 114.03 | T-21-56-25-4060-056 | B HAMILTON ST SID-FIRE&OTHER SAFETY EQUIP | R | 08/15/25 | 02/10/26 | | 6134319643 | N |
| 54 | Verizon Air Cards - 3 accts | 270.07 | 5-01-31-00-0440-076 | B TELEPHONE-TELEPHONE CHARGES | R | 08/15/25 | 02/10/26 | | 6134319643 | N |
| 55 | Verizon Air Cards-Rec Trust(Pk | 80.02 | T-11-56-00-3787-601 | B PARK PERMITS | R | 08/27/25 | 02/10/26 | | 6134319643 | N |
| | | 1,306.34 | | | | | | | | |
| | Vendor Total: | 1,306.34 | | | | | | | | |
| WBMASON | W. B. MASON, INC. | | | | | | | | | |
| 25-03332 | 11/17/25 Desk / Chair | | | | | | | | | |
| 1 | High Back Chair | 1,432.00 | 5-01-25-00-0240-057 | B POLICE DEPT.-FURNITURE & FURNISHINGS | R | 11/17/25 | 02/10/26 | | 259448480 | N |
| 2 | 34000 60W x 30D x 29-1 | 926.63 | 5-01-25-00-0252-057 | B EMERGENCY MGT-FURNITURE & FURNISHINGS | R | 11/17/25 | 02/10/26 | | 259448480 | N |
| | | 2,358.63 | | | | | | | | |
| | Vendor Total: | 2,358.63 | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| WIRELESS | Wireless Electronics, Inc. | | | | | | | | | |
| 25-01414 | 06/11/25 NJSC HOURLY RATE | | | | | | | | | |
| 12 | NJSC HOURLY RATE | 432.00 | 5-01-25-00-0250-026 | B DISPATCH/911-EQUIP REPAIR & MAINT | R | 06/11/25 | 02/10/26 | | M64779 | N |
| 25-02943 | 10/20/25 NJSC HOURLY RATE | | | | | | | | | |
| 3 | NJSC HOURLY RATE | 1,253.65 | 5-01-25-00-0250-026 | B DISPATCH/911-EQUIP REPAIR & MAINT | R | 10/20/25 | 02/10/26 | | M65102 | N |
| | Vendor Total: | 1,685.65 | | | | | | | | |
| WITMPUBL | Witmer Public Safety Group, In | | | | | | | | | |
| 24-03175 | 11/22/24 Glock 17 & 19 | | | | | | | | | |
| 1 | GLOCK 17MOS GEN5 | 2,557.56 | 6-01-90-00-0000-204 | B MISC.-ACCOUNTS PAYABLE | R | 11/22/24 | 02/10/26 | | INV687838 | N |
| 3 | Ameriglo XL Tall Green | 463.28 | 6-01-90-00-0000-204 | B MISC.-ACCOUNTS PAYABLE | R | 11/22/24 | 02/10/26 | | INV647183 | N |
| 4 | CREDITS FOR ITEMS TRADED IN | 2,040.00- | 6-01-90-00-0000-204 | B MISC.-ACCOUNTS PAYABLE | R | 11/22/24 | 02/10/26 | | CM40529 | N |
| | | 980.84 | | | | | | | | |
| | Vendor Total: | 980.84 | | | | | | | | |
| ZACKERMA | ACKERMAN, PHILIP | | | | | | | | | |
| 26-00034 | 01/21/26 REFUND - 380 WINDFALL LA | | | | | | | | | |
| 1 | REFUND - 380 WINDFALL LA | 2,898.94 | 6-01-90-00-0000-040 | B MISC.-TAX OVERPAYMENT | R | 01/21/26 | 02/10/26 | | 507.24/36 | N |
| | Vendor Total: | 2,898.94 | | | | | | | | |
| ZCRISTOS | SABINO & MARIA CRISTOBAL | | | | | | | | | |
| 26-00031 | 01/21/26 REFUND 20 CHAMPLAIN WAY | | | | | | | | | |
| 1 | REFUND 20 CHAMPLAIN WAY | 5,899.62 | 6-01-90-00-0000-040 | B MISC.-TAX OVERPAYMENT | R | 01/21/26 | 02/10/26 | | 20.07/19 | N |
| | Vendor Total: | 5,899.62 | | | | | | | | |
| ZJOHNPER | JOHNSON, PERRY & KELLY | | | | | | | | | |
| 26-00035 | 01/21/26 REFUND - 32 EDWARD DR | | | | | | | | | |
| 1 | REFUND - 32 EDWARD DR | 2,488.24 | 6-05-55-00-0599-040 | B WATER OVERPAYMENT | R | 01/21/26 | 02/10/26 | | 2818-0 | N |
| | Vendor Total: | 2,488.24 | | | | | | | | |

| Vendor # / PO # / Item | Name / PO Date / Description | Amount | Contract / Charge Account | PO Type / Acct Type Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---|---|---|---|---|---|---|---|---|---|---|
| ZKILPATR | KILPATRICK, KERRY | | | | | | | | | |
| 26-00033 | 01/21/26 REFUND - 1843 AMWELL RD. | | | | | | | | | |
| 1 | REFUND - 1843 AMWELL RD. | 11,350.46 | 6-01-90-00-0000-040 | B MISC.-TAX OVERPAYMENT | R | 01/21/26 | 02/10/26 | | 423.01/63 | N |
| | Vendor Total: | 11,350.46 | | | | | | | | |
| ZTITLEEV | TITLE EVOLUTION, LLC | | | | | | | | | |
| 26-00032 | 01/21/26 REFUND - 20 CRABAPPLE LA | | | | | | | | | |
| 1 | REFUND - 20 CRABAPPLE LA | 732.81 | 6-01-90-00-0000-040 | B MISC.-TAX OVERPAYMENT | R | 01/21/26 | 02/10/26 | | 34.0316.01C0207 | N |
| | Vendor Total: | 732.81 | | | | | | | | |

Total Purchase Orders: 79 Total P.O. Line Items: 281 Total List Amount: 1,357,773.78 Total Void Amount: 0.00

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| CURRENT | 5-01 | 298,313.20 | 0.00 | 0.00 | 298,313.20 |
| WATER | 5-05 | 12,019.81 | 0.00 | 0.00 | 12,019.81 |
| Year Total: | | 310,333.01 | 0.00 | 0.00 | 310,333.01 |
| CURRENT | 6-01 | 887,985.98 | 0.00 | 0.00 | 887,985.98 |
| WATER | 6-05 | 2,488.24 | 0.00 | 0.00 | 2,488.24 |
| Year Total: | | 890,474.22 | 0.00 | 0.00 | 890,474.22 |
| GENERAL CAPITAL | C-04 | 46,461.14 | 0.00 | 0.00 | 46,461.14 |
| WATER CAPITAL | C-06 | 8,615.00 | 0.00 | 0.00 | 8,615.00 |
| Year Total: | | 55,076.14 | 0.00 | 0.00 | 55,076.14 |
| GRANT | G-02 | 8,846.24 | 0.00 | 0.00 | 8,846.24 |
| TAX TITLE LIEN | T-03 | 43,575.95 | 0.00 | 0.00 | 43,575.95 |
| RECREATION TRUST | T-11 | 1,525.63 | 0.00 | 0.00 | 1,525.63 |
| TRUST OTHER | T-12 | 13,775.53 | 0.00 | 0.00 | 13,775.53 |
| AFFORDABLE HOUSING | T-20 | 21,425.00 | 0.00 | 0.00 | 21,425.00 |
| HAMILTON ST SPECIAL IMPROVEMENT DISTR | T-21 | 222.68 | 0.00 | 0.00 | 222.68 |
| OPEN SPACE | T-40 | 12,519.38 | 0.00 | 0.00 | 12,519.38 |
| Year Total: | | 93,044.17 | 0.00 | 0.00 | 93,044.17 |
| Total Of All Funds: | | 1,357,773.78 | 0.00 | 0.00 | 1,357,773.78 |

Range of Checking Accts: First to Last Range of Check Dates: 01/28/26 to 02/10/26
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | | | | | Reconciled/Void | Ref Num |
|---|---|---|---|---|---|---|---|---|
| PO # | Item | Description | Amount Paid | Charge Account | Account Type | Contract | Ref Seq | Acct |
| 13-UNEMPLOYMENT STATE UNEMPLOYMENT INSURANCE | | | | | | | | |
| 95 | 01/28/26 | NJ059 NEW JERSEY DIV EMPLOYER ACCTS | | | | | | 16784 |
| 26-00013 | 1 | NJ UNEMPLOYEMNT 3rd QTR 2025 | 71,161.22 | T-13-55-99-0000-024 UNEMPLOYMENT TRUST- NJ SUI PAYMENT | Budget | | 1 | 1 |

| Checking Account Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 1 | 0 | 71,161.22 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 71,161.22 | 0.00 |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 1 | 0 | 71,161.22 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 71,161.22 | 0.00 |

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| UNEMPLOYMENT | T-13 | 71,161.22 | 0.00 | 0.00 | 71,161.22 |
| Total Of All Funds: | | 71,161.22 | 0.00 | 0.00 | 71,161.22 |

**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 i~~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 ~~§ 112-9G 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.

**§ 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.

**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;

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

Schedule 1

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) | | 30,849 |
| Connection Fee for One Equivalent Unit | $ | 2,650.62 |

Schedule 2

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

| YEAR | GRAND TOTAL | DEBT SERVICE TOTAL | DEBT PRINCIPAL | INTEREST | FACILITIES IMPROV. OUT OF NON-BONDED EXPENSE |
|---|---|---|---|---|---|
| 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 | $ 82,936,259 | $ 65,352,442 | $ 44,398,594 | $ 20,953,848 | $ 18,673,423 |

| | |
|---|---|
| Total Historical System Costs | $ 82,936,259 |
| Less: Subsidies and Non-Includable Expenses | 1,167,268 |
| Net Total Historical System Costs for Water Connection Fee Computation | $ 81,768,991 |

| 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 Mininum Allowance minus Year/Prd Deduct Usage.

12/30/2025

**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 proved 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 proved 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.

DRAFT

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 proved 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 proved 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.

DRAFT

**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**

**SUMMARY**

In connection with the most recently adopted Housing Plan Element and Fair Share Plan and settlement agreement between the Township of Franklin and Fair Share Housing Center that includes inclusionary developments to provide the Township with low and moderate income affordable units, this ordinance establishes a Multi Family Inclusionary Zone – 1 (MFIZ-1) and applies it to certain lands along Davidson Avenue.

***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
**(10) Parking amount shall be no less than the number of existing spaces as of January 1, 2026.**

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 proved 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 proved 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



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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.

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

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**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:**

HGA
HEYER, GRUEL & ASSOCIATES
COMMUNITY PLANNING CONSULTANTS

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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*

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## 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.

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## 3.0 DEFINTIONS

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."

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# 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*

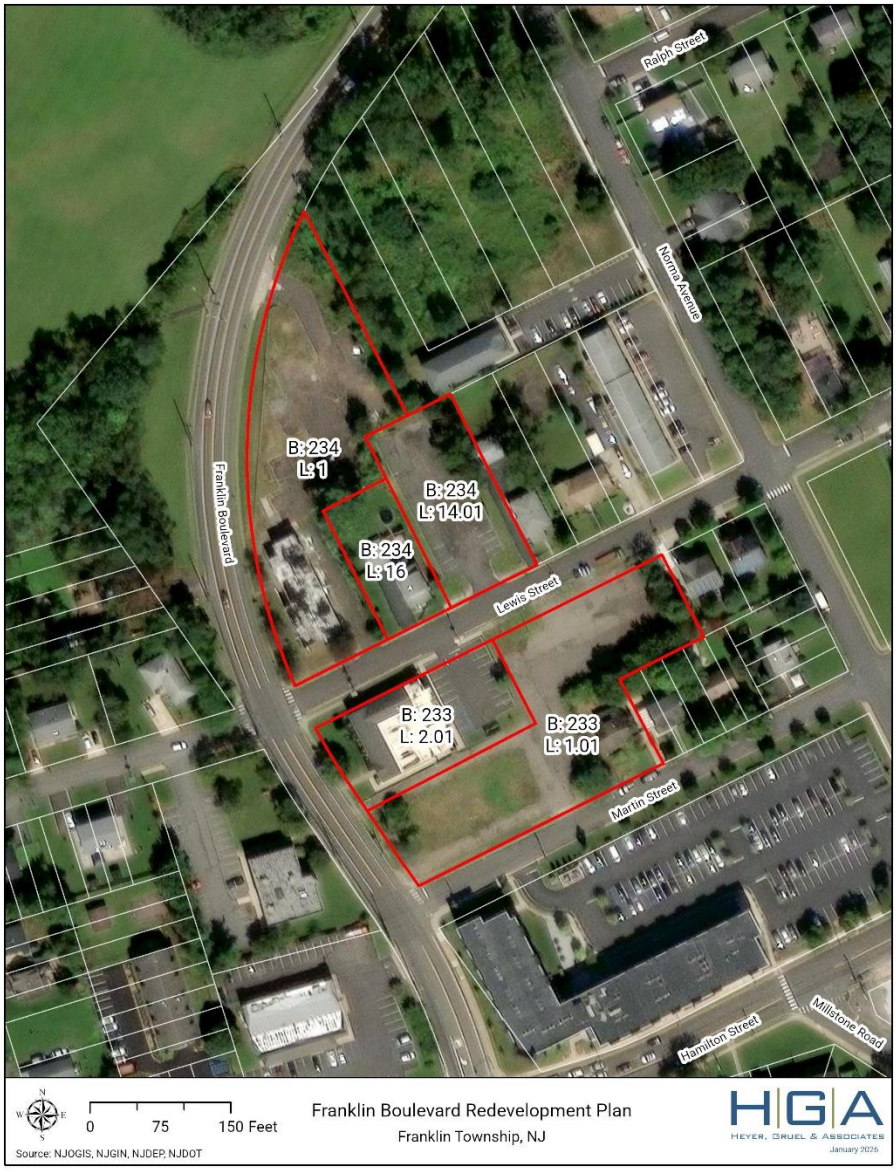


*Figure 5 - Redevelopment Area Aerial Image*

## 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.

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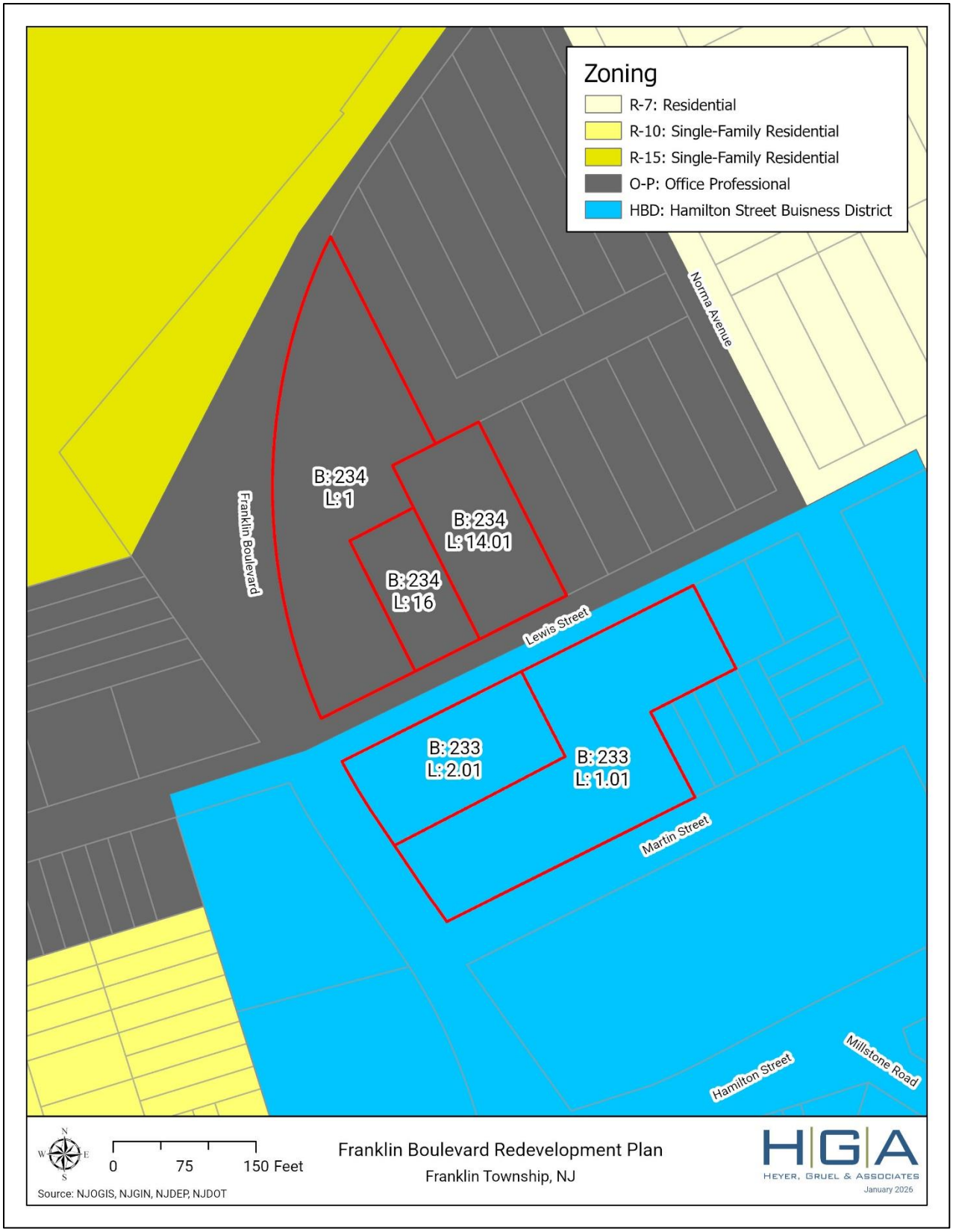


*Figure 6 – Map of Existing Zoning*

# 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.

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## 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.

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## 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).

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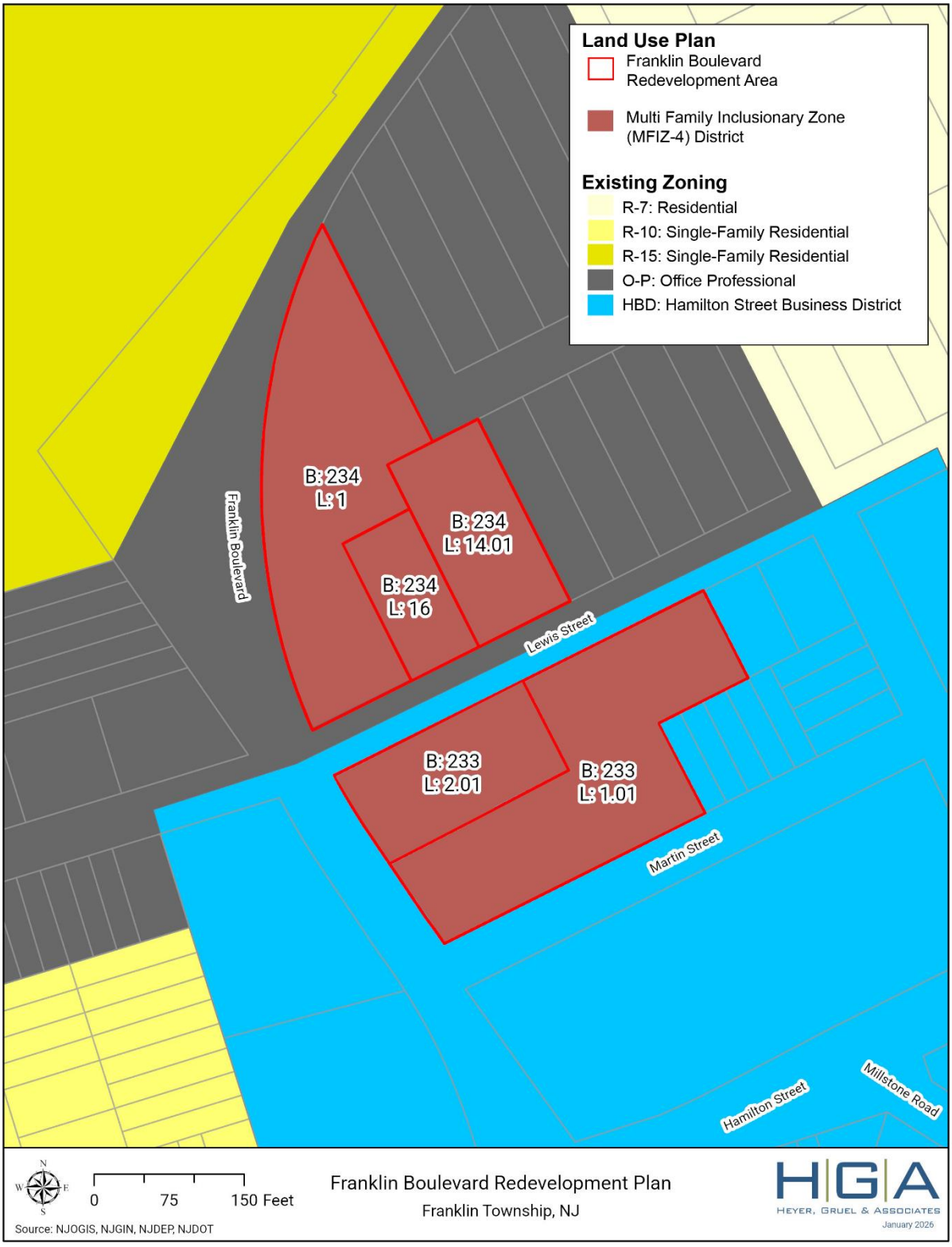


*Figure 8 – Map of Proposed Land Use Plan*

## 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

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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.

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## 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.

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# 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.

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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.

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## 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:

<u>Land Use Plan</u>

- 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.

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*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.

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# 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.

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**
**ORDINANCE NO. 4494-26**

**ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, MORE PARTICULARLY CHAPTER 180, FEES, ARTICLE IV, MISCELLANEOUS FEES**

**SUMMARY**

An ordinance amending Chapter 180, Fees, more particularly adding Lead Testing Fees in the Miscellaneous Fees Section. Visual Inspection plus State Fee is $270.00 per unit. Post Remediation Inspection/Clearance is $295.00 per unit, including dust wipe samples.

**BE IT ORDAINED** by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, Chapter 180, Fees is hereby amended as follows:

**SECTION I**
**Chapter 180. Fees**

**Article III Vital Statistics Records**

**§180-6. Fee Schedule.**

The following schedule of fees is hereby established for obtaining copies of the Vital Statistics Records under the jurisdiction of the Department of Health of the Township, effective January 1, 2004, standardized safety paper must be used for certified copies of vital records:

A. Vital Records:

(1) Birth, Marriage, Civil Union or Domestic Partnership: $20 per copy.

(2) Death Certificates: $20 for the first copy and $5 for each additional copy.

B. Burial Permit: $5.

C. Amendments or Corrections to Vital Records: $20 for each vital record.

~~**§180-7. (Reserved)**~~

**Article IV Miscellaneous Fees**

**§180-7~~8~~. Returned Checks.**

A. A service charge of $35 per check or written instrument shall be added to any account owing to the Township if payment tendered on the account was a check or other written instrument which was returned for insufficient funds.

B. Whenever such account owing to a municipality is for a tax or special assessment, the service charge authorized by this section shall be included on whatever list of delinquent accounts is prepared for the enforcement of the lien.

C. Such service charge shall be collected in the same manner prescribed by law for the collection of the account for which the check or other written instrument was tendered.

D. The Township reserves the right to require future payments tendered by person or firms having previously issued returned checks or written instruments to be in cash or certified or cashier's check.

**§180-8~~9~~. Weddings and Civil Unions by Mayor and Deputy Mayor**

Any person that seeks to have the Mayor or Deputy Mayor of Franklin Township perform a marriage or civil union ceremony shall be required to tender to the Township Clerk the sum of $150 to be deposited into the general fund. One-hundred dollars is to be retained in the general fund and $50 is the fee to be disbursed to the Mayor or Deputy Mayor through the appropriate budget line item.

**§180-9. Lead Testing Fees.**

**A. Visual Inspection ($250.00) plus State Fee ($20.00) $270.00 per unit**

**B. Post Remediation Inspection/Clearance $295.00 per unit, including dust wipe samples.**

**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. 4494-26**
This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.
Introduced: February 10, 2026
Published:
Public Hearing: March 10, 2026
Adoption:
Published:
Effective:

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**
**ORDINANCE #4495-26**

**ORDINANCE GRANTING SURFACE UTILITY EASEMENT AND TEMPORARY SURFACE EASEMENT FOR THE APPROVED MAJOR DISPOSAL/DIVERSION OF 0.14-ACRES OF GREEN ACRES ENCUMBERED PARKLAND CASTLETON PARK 816 EASTON AVENUE, SOMERSET, NJ BLOCK 383, LOT 43.01**

**SUMMARY**

Upon filing of the Subsurface Easement to benefit Sunoco Pipeline, L.P. with the Somerset County Clerk/Registers Office, Sunoco Pipeline, LP will reimburse the Township of Franklin in the amount of $158,000.00.

**WHEREAS**, Block 383, Lot 43.01 is part of Franklin Township's Castleton Park, which is encumbered, as a condition of Green Acres funding, with restrictions against disposal or diversion from recreation and conservation uses by the New Jersey Department of Environmental Protection; and

**WHEREAS**, in conjunction with the proposed valve replacement on the existing liquified petroleum pipeline of Sunoco Pipeline LP, it is necessary to remove the Green Acres restrictions from a 0.14-acre portion of Castleton Park; and

**WHEREAS**, the removal of Green Acres restrictions from parkland requires the approval of the Commissioner of the Department of Environmental Protection and the State House Commission pursuant to *N.J.A.C. 7:36-26*; and

**WHEREAS,** On December 15, 2025, the Statehouse Commission, on recommendation from the New Jersey Department of Environmental Protection's Green Acres Program, approved the Major Disposal/Diversion of 0.14 acres of preserved open space at Castleton Park (816 Easton Avenue, Somerset) to permit Sunoco Pipeline, LP to replace the existing manual valve with a remotely operated valve (the "Project") and to perform the work and conduct the required maintenance, all of which requires a Temporary Surface Easement (0.07-acres) to benefit Sunoco Pipeline, L.P. and thereby reducing by 18 months the commencement of construction; and

**WHEREAS,** the Project will allow timely and safe access to the pipeline especially in case of emergency; and

**WHEREAS**, the Council of the Township of Franklin adopted Resolution #24-289 supporting the pre-application submission on August 13, 2024 and Resolution #25-446 supporting the final application to NJDEP Green Acres and subsequently the Statehouse Commission on November 10, 2025 (see attached "Statehouse Commission Approval Summary Sheet"); and

**WHEREAS**, Sunoco Pipeline, LP has agreed to reimburse the Township of Franklin in the amount of $158,000.00 for the permanent surface utility easement at Castleton Park, which will be filed by Deed in the Office of the Somerset County Clerk; and

**WHEREAS**, the compensation provided by Sunoco Pipeline, LP will be deposited into the Franklin Township Open Space Trust Fund, and must be used to acquire and preserve 0.56-acres of open space properties within two years of the filing of the required Deed; and

**WHEREAS**, and as stated above, Franklin Township's Final Application for approval for the valve replacement on the existing Sunoco Pipeline by Sunoco Pipeline, LP as a major disposal or diversion of parkland under *N.J.A.C. 7:36-26*, was obtained on December 15, 2025; and

**WHEREAS,** legal counsel for the Township has reviewed the entire application for the proposed Diversion of preserved open space at Castleton Park by the applicant and has

concluded that the applicant is not in violation of any applicable Federal, State or local laws, rules, regulations codes or ordinances pertaining to the proposed major disposal or Diversion of land at Castleton Park.

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

1. Franklin Township approves the granting of permanent 0.14-acre surface utility easement and temporary 0.07-acre surface easement to Sunoco Pipeline, LP in connection with the approved Major Disposal/Diversion of encumbered parkland at Castleton Park (816 Easton Avenue, Somerset, NJ 08873) for the valve replacement on the existing Sunoco Pipeline by Sunoco Pipeline, LP, pursuant to N.J.A.C 7:36-26 (see attached "Easement").

2. Legal counsel for the Township has reviewed the entire application for the proposed Diversion of preserved open space at Castleton Park by the applicant and has concluded that the applicant is not in violation of any applicable Federal, State or local laws, rules, regulations codes or ordinances pertaining to the proposed major disposal or Diversion of land at Castleton Park.

3. Upon filing of the permanent 0.14-acre surface utility easement in the Office of the Somerset County Clerk, Sunoco Pipeline, LP will reimburse the Township of Franklin in the amount of $158,000.00. The Township of Franklin shall be required to acquire and preserve 0.56-acres of open space within two years of filing the Deed, using this compensation.

4. The Mayor of the Township of Franklin is hereby authorized to execute all documents related to the required filing of the Deed, as well as the compensation package.

**ORDINANCE NO. 4495-26**

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

Introduced: February 10, 2026
Published:
Public Hearing: February 24, 2026
Adoption:
Published:
Effective:

_____

Ann Marie McCarthy, RMC, MMC
Township Clerk

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**
**ORDINANCE #26-####**

**ORDINANCE GRANTING SURFACE UTILITY EASEMENT AND TEMPORARY SURFACE EASEMENT FOR THE APPROVED MAJOR DISPOSAL/DIVERSION OF 0.14-ACRES OF GREEN ACRES ENCUMBERED PARKLAND CASTLETON PARK 816 EASTON AVENUE, SOMERSET, NJ BLOCK 383, LOT 43.01**

**SUMMARY**. Upon filing of the Subsurface Easement to benefit Sunoco Pipeline, L.P. with the Somerset County Clerk/Registers Office, Sunoco Pipeline, LP will reimburse the Township of Franklin in the amount of $158,000.00.

**WHEREAS**, Block 383, Lot 43.01 is part of Franklin Township's Castleton Park, which is encumbered, as a condition of Green Acres funding, with restrictions against disposal or diversion from recreation and conservation uses by the New Jersey Department of Environmental Protection; and

**WHEREAS**, in conjunction with the proposed valve replacement on the existing liquified petroleum pipeline of Sunoco Pipeline LP, it is necessary to remove the Green Acres restrictions from a 0.14-acre portion of Castleton Park; and

**WHEREAS**, the removal of Green Acres restrictions from parkland requires the approval of the Commissioner of the Department of Environmental Protection and the State House Commission pursuant to *N.J.A.C. 7:36-26*; and

**WHEREAS,** On December 15, 2025, the Statehouse Commission, on recommendation from the New Jersey Department of Environmental Protection's Green Acres Program, approved the Major Disposal/Diversion of 0.14 acres of preserved open space at Castleton Park (816 Easton Avenue, Somerset) to permit Sunoco Pipeline, LP to replace the existing manual valve with a remotely operated valve (the "Project") and to perform the work and conduct the required maintenance, all of which requires a Temporary Surface Easement (0.07-acres) to benefit Sunoco Pipeline, L.P. and thereby reducing by 18 months the commencement of construction; and

**WHEREAS,** the Project will allow timely and safe access to the pipeline especially in case of emergency; and

**WHEREAS**, the Council of the Township of Franklin adopted Resolution #24-289 supporting the pre-application submission on August 13, 2024 and Resolution #25-446 supporting the final application to NJDEP Green Acres and subsequently the Statehouse Commission on November 10, 2025 (see attached "Statehouse Commission Approval Summary Sheet"); and

**WHEREAS**, Sunoco Pipeline, LP has agreed to reimburse the Township of Franklin in the amount of $158,000.00 for the permanent surface utility easement at Castleton Park, which will be filed by Deed in the Office of the Somerset County Clerk; and

**WHEREAS**, the compensation provided by Sunoco Pipeline, LP will be deposited into the Franklin Township Open Space Trust Fund, and must be used to acquire and preserve 0.56-acres of open space properties within two years of the filing of the required Deed; and

**WHEREAS**, and as stated above, Franklin Township's Final Application for approval for the valve replacement on the existing Sunoco Pipeline by Sunoco Pipeline, LP as a major disposal or diversion of parkland under *N.J.A.C. 7:36-26*, was obtained on December 15, 2025; and

**WHEREAS,** legal counsel for the Township has reviewed the entire application for the proposed Diversion of preserved open space at Castleton Park by the applicant and has concluded that the applicant is not in violation of any applicable Federal, State or local laws, rules, regulations codes or ordinances pertaining to the proposed major disposal or Diversion of land at Castleton Park.

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

1. Franklin Township approves the granting of permanent 0.14-acre surface utility easement and temporary 0.07-acre surface easement to Sunoco Pipeline, LP in connection with the approved Major Disposal/Diversion of encumbered parkland at Castleton Park (816 Easton Avenue, Somerset, NJ 08873) for the valve replacement on the existing Sunoco Pipeline by Sunoco Pipeline, LP, pursuant to N.J.A.C 7:36-26 (see attached "Easement").

2. Legal counsel for the Township has reviewed the entire application for the proposed Diversion of preserved open space at Castleton Park by the applicant and has concluded that the applicant is not in violation of any applicable Federal, State or local laws, rules, regulations codes or ordinances pertaining to the proposed major disposal or Diversion of land at Castleton Park.

3. Upon filing of the permanent 0.14-acre surface utility easement in the Office of the Somerset County Clerk, Sunoco Pipeline, LP will reimburse the Township of Franklin in the amount of $158,000.00. The Township of Franklin shall be required to acquire and preserve 0.56-acres of open space within two years of filing the Deed, using this compensation.

4. The Mayor of the Township of Franklin is hereby authorized to execute all documents related to the required filing of the Deed, as well as the compensation package.

DATE: January 27, 2026

TOWNSHIP OF FRANKLIN

BY: _____
(INSERT TITLE)

ATTEST: _____
(INSERT TITLE)

BY: _____
(INSERT TITLE)

ATTEST: _____
(INSERT TITLE)

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**SHC APPROVAL SUMMARY SHEET**

---

**PARK NAME: Castleton Park**

**PARK OWNER: Township of Franklin**

**COUNTY: Somerset** **MUNICIPALITY: Township of Franklin**

**REASON FOR REQUEST:**

| | | |
|---|---|---|
| Diversion | ☒ | Acre(s): 0.141 +/- acre (surface easement)<br>Block: 383, Lot: 43.01<br>Value: $15,800.00 |

**COMPENSATION:**

| | | |
|---|---|---|
| Cash | ☒ | Value: $158,000.00 |

**SYNOPSIS:** The New Jersey Department of Environmental Protection (NJDEP), on behalf of the Township of Franklin (Township), requests approval to allow the Township to convey a surface utility easement on approximately 0.141 acre of Castleton Park, in the Township of Franklin, Somerset County, to Sunoco Pipeline L.P. (Sunoco) for the purpose of installing a valve and associated equipment on the existing Sunoco pipeline which traverses the park property. To compensate for the proposed diversion, the Township will receive $158,000.00 in monetary compensation from Sunoco for a future acquisition of at least 0.56 acres of land for recreation/conservation purposes located within the Township (see Compensation, below).

**PUBLIC HEARINGS:**

**Date:** May 13, 2024 (scoping hearing)
September 25, 2025 (final public hearing)

**Comments:** There were no objections voiced at the scoping hearing or during the post-hearing public comment period for the scoping hearing.

One member of the public provided written comment prior to the final public hearing asking for clarifications on the proposed project: a concept plan, details of how long the valve station would be in place and whether there were any decommissioning plans, clarification on the value of the easement and the proposed monetary compensation, how often the valve station would be accessed, and who would pay for the electric to run the site. The Township responded to this comment in writing prior to the final public hearing.

Members of the Township Shade Tree Commission were present at the final public hearing and requested clarification whether the diversion would impact the tree planting project at Castleton Park that is slated for Spring 2026. The Township clarified the location of the diversion and confirmed that it would not impact the planting project location.

Three written comments were received opposing the proposed diversion, as detailed below in Public Hearings.

**APPLICABLE STATUTE:** *N.J.S.A.* 13:8A-19

**APPROVAL:**

I, Kimberly Cahall, Chief Advisor and Chief Enforcement Officer for Legal, Regulatory and Enforcement Policy, NJDEP, hereby approve this request on behalf of the NJDEP Commissioner in accordance with the provisions of *N.J.S.A.* 13:8A-19, *et seq.*, N.*J.A.C.* 7:36 and Administrative Order 2024-016.

Kimberly Cahall, Chief Advisor
and Chief Enforcement Officer

November 18, 2025
Date

## SHC FACT SHEET

**Description of Property and Proposed Diversion:**

In 1970, the Township acquired, with Green Acres Program assistance (Project No. 1808-801), Block 383, Lots 43.01 and 43.03 in the Township of Franklin, Somerset County for recreation and conservation purposes. These parcels now make up Castleton Park, a 9.6-acre +/- municipal park near the intersection of Easton Avenue and Castleton Avenue. Block 383, Lot 43.03 is developed for active and passive recreation and includes a public parking lot, basketball, pickleball and tennis courts, fields for baseball/softball and soccer, a playground, sheltered picnic area and a perimeter walking path. Block 383, 43.01 is currently undeveloped and has no recreational amenities. This lot consists of a wooded perimeter and open maintained lawn with road frontage on Easton Avenue across from the Delaware & Raritan Canal (D&R Canal) and the Raritan River. The community in which Castleton Park is located is also mapped as an Overburdened Community under the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157, et seq.

At the time of acquisition, the Township was aware that the properties that make up Castleton Park were subject to an easement granted to Sun Pipe Line Company in 1956 by a predecessor in title. While the deed of easement and acquisition survey do not specifically identify the location of the easement area, the deed states that the easement was to contain a 14" petroleum pipeline. Sunoco has since confirmed that it owns and operates a 14" pipeline that originates in Aston, Pennsylvania, traverses through Castleton Park and terminates in Linden, New Jersey. The pipeline supplies petroleum products to northern New Jersey and the greater New York City consumer markets. One of its essential services is supplying jet fuel to the Newark Liberty International Airport.

The Sunoco pipeline has an existing manual valve station located at Block 257, Lot 73, a privately owned property across Easton Avenue from Castleton Park, located adjacent to the D&R Canal. In an ongoing effort to improve its infrastructure, Sunoco is looking to enhance this entire line segment by replacing multiple existing manual valves with automated valves, known in the industry as Emergency Flow Restriction Devices ("EFRDs"). Therefore, the Township proposes conveying a 0.141-acre (6,143 square foot) surface utility easement to Sunoco for the installation, operation and maintenance of an automated valve site on its existing 14" petroleum pipeline. The new site will include a valve station, gravel access driveway, turnaround and parking area, electrical equipment rack, perimeter fencing, gated access, and perimeter landscaping. To facilitate the construction of the new valve station, the Township will also grant a temporary construction easement over 3,249 square feet (0.075 acre) of Castleton Park, which will be fully restored post construction.

The attached aerial site map (Figure 1) and diversion survey (Figure 2) depict the location of the proposed diversion area.

**Public Need/Public Benefit:**

The proposed project will improve the safety and reliability of the existing Sunoco underground petroleum pipeline system. Response times to close the existing manually operated valve range from 30-90 minutes depending on the time of day and location of company representatives. The new remote-controlled valve would be positioned just before the pipeline crosses the D&R Canal and the Raritan River. The new valve will be monitored 24 hours a day, 365 days a year. Once the remote operated valve is installed, the Sunoco control center will have the ability to close the valve in minutes, resulting in a faster closure time and controlling and isolating product flow across the system in a more efficient manner.

The new valve infrastructure will allow for improved operations of the system. In the event of an incident, it will also further protect the environment and surrounding community by allowing for quicker isolation of the impacted segment of the line and reducing the amount of product that could be released from the line. Therefore, the proposed project will yield public and environmental benefits.

**Alternatives:**

The Township analyzed alternatives to the proposed diversion based on the following criteria: technical engineering feasibility, public safety, minimization of traffic disruptions, environmental impact, and cost. Four alternatives, including the Preferred Alternative, were identified: 1) "No Action" alternative; 2) installation of the valve site between Easton Avenue and the D&R Canal (existing location); 3) installation of the valve site in Johnson Park; and 4) Preferred Alternative – installation of the valve at Castleton Park. No additional alternatives were suggested by the public at the two public hearings or during the two written public comment periods that followed these hearings.

*"No Action" Alternative* – The goal of the project is to improve the response time to close the valve in the event of a pipeline emergency in the area of the Raritan River. A remote-controlled valve will potentially reduce the amount of product released in the event of a pipeline emergency, minimizing the impact to the D&R Canal, the Raritan River, and surrounding communities. Therefore, the Township and Sunoco rejected the "No Action" option since it is unacceptable from a public health, safety and welfare perspective.

*Installation of the New Valve at the Existing Location (Block 259, Lot 73 in the Township of Franklin, Somerset County)* – Once it was determined that an upgrade to a remote-controlled valve was necessary, Sunoco began reviewing whether these upgrades could occur between Easton Avenue and the D&R Canal where the existing manual valve site is currently located. A portion of this property is located within a Flood Hazard Area, and much of the property is mapped with regulated deciduous wooded wetlands. Further, the property is located within the Piedmont Plains Landscape Project Area and mapped as potential habitat for species of special concern. Therefore, the environmental sensitivity of

the area would likely impose stringent regulatory requirements and permit restrictions, increasing the complexity and cost of installation and ongoing operations.

The upgrade to a remote operated valve requires more above ground surface area than the existing manual valve, as well as a driveway for access and maintenance. From an operational perspective, constructing the new valve at the current valve location poses practical challenges. The current location also presents safety concerns due to its proximity to the edge of Easton Ave, which is a major traffic throughfare. Construction in the current location would likely require a temporary lane closure for the duration of construction, impacting traffic.

Access for maintenance and emergency situations will be required, and poor accessibility from the northbound lane of Easton Avenue and limited space between the roadway and Raritan River would lead to delays in response times which could exacerbate potential issues.

This alternative was rejected by the Township and Sunoco given that: (1) the parcel is too small for the valve site footprint; (2) the parcel has poor access from Easton Avenue, which could result in future operational and maintenance conflicts; and (3) the project would likely result in negative impacts to environmentally sensitive resources.

*Installation of the New Valve at Another Location (Location Alternatives)* – Once it was decided that upgrades to the current valve station location were not feasible, the Township and Sunoco evaluated the project's siting options. Given that the pipeline has been in place since the 1950s, the new valve station must be placed along the existing pipeline. The area south of the Raritan River surrounding the existing pipeline is densely developed with residential and commercial uses. Therefore, there were very few alternative locations identified by the Township and Sunoco that would meet the needs for siting the new valve station.

The only undeveloped parcels along the route near the existing valve station are included in Johnson Park (owned by Middlesex County), located on the downstream side of the Raritan River, and Castleton Park (owned by the Township), located on the upstream side of the Raritan River. Given that both of these park properties are encumbered with Green Acres Program restrictions, either location would constitute a diversion of parkland requiring prior Department and State House Commission approval.

The Johnson Park alternative location (Block 11801, Lot 1.02 in the Township of Piscataway, Middlesex County) was rejected by the Township and Sunoco given its location on the downstream side of the river crossing. From a pipeline flow perspective this alternative is less desirable for the purposes of minimizing impacts to the D&R Canal, the Raritan River and surrounding communities in the event of an emergency. In addition, there are other utilities (Middlesex County Sewage Authority) on this parcel that would need to be avoided. There are also potential flood plain, freshwater wetland and threatened and endangered species habitat issues with siting the valve at this location.

Given the above, the Township and Sunoco shifted their focus to the Castleton Park location, as set forth below.

*Preferred Alternative – Installation of the New Valve at Castleton Park (Block 383, Lot 43.01)* – The Township and Sunoco determined that the Preferred Alternative location for the new valve station is on an undeveloped portion of Castleton Park with direct access to Easton Avenue. This location is located on the upstream side of the Raritan River, minimizing impacts to the D&R Canal, the Raritan River and surrounding community in the event of an emergency.

This location was chosen because it has the least impact on the environment and community, while having no interference with existing recreational facilities at Castleton Park. Relocating the valve to Castleton Park, where no sensitive resources exist, would mitigate both the risks and operational difficulties associated with the existing pipeline, ensuring safer and more efficient management of the valve and pipeline system.

Based on this analysis, the Department concurs that non-parkland alternatives are not feasible, reasonable, and/or available to resolve this matter. *N.J.A.C.* 7:36-26.9(e).

**Public Hearings:**

Pursuant to *N.J.A.C.* 7:36-26.8 and 26.11, the Green Acres rules require applicants for major diversions or disposals of parkland to conduct two public hearings. The first public hearing, known as a scoping hearing, is conducted by the applicant prior to filing a pre-application for the proposed diversion/disposal with Green Acres. The second public hearing is conducted by the applicant after Green Acres has completed its review of the application. The Township conducted public hearings on the proposed diversion of parkland on May 13, 2024 (scoping hearing) and September 25, 2025 (final public hearing).

There were no objections voiced at the scoping hearing or during the post-hearing public comment period for the scoping hearing.

One member of the public provided written comment prior to the final public hearing asking for clarifications on the proposed project: a concept plan, details of how long the valve station would be in place and whether there were any decommissioning plans, clarification on the value of the easement and the proposed monetary compensation, how often the valve station would be accessed, and who would pay for the electric to run the site. The Township responded in writing prior to the final public hearing.

Members of the Township Shade Tree Commission were present at the final public hearing and requested clarification on the project: whether the diversion would impact the tree planting project at Castleton Park that is slated for Spring 2026. The Township clarified the location of the diversion and confirmed that it would not impact the planting project location.

One commentor submitted a written follow-up to their public hearing comments and subsequent written correspondence with the Township in which they discussed their concerns with the proposal. Two additional letters of opposition were received during the written public comment period. These letters expressed concern regarding the public health and safety risk of the new valve (i.e., traffic, sinkholes, water contamination) and asked that Sunoco find another location for the valve. For the reasons set forth above, the Township and Sunoco do not believe another location is feasible, reasonable or available.

These two commentors also requested that the monetary compensation be reserved for potential valve issues instead of land acquisition. As set forth under Compensation, below, this use would not be allowed under the Green Acres regulations.

**Compensation:**

The Green Acres rules for major diversions of parkland generally require that the applicant compensate for both the fair market value and the area of the land being diverted through the dedication of replacement land or the dedication of funds for the future purchase of replacement land. *N.J.A.C.* 7:36-26.10. For a major diversion associated with a surface easement to be conveyed to a private entity such as Sunoco, the minimum ratio (by area) of diversion land to replacement land is 4 to 1. If compensation is to be provided in the form of monetary compensation, the minimum ratio of monetary compensation to be offered to the market value of the land to be diverted is 10 to 1.

The fair market value of the proposed 0.141-acre surface easement was determined to be $15,800.00 based on an appraisal commissioned by the Township. The appraised value was reviewed and accepted by the Green Acres review appraiser for purposes of this application. At a 10:1 ratio, Sunoco will provide the required monetary compensation of $158,000.00 to the Township.

As allowed by *N.J.A.C.* 7:36-26.10(e)5ii and -26.10(k)2iii, the Township will place these funds in a dedicated account to be used for future open space acquisition (to purchase a minimum of 0.56 acre of replacement land, which represents a 4:1 compensation ratio based on size) within two years of obtaining State House Commission approval. As required by *N.J.A.C.* 7:36-26.10(k)2ii, the Township will be required to supply the Department with all technical documentation for the future open space (title report, appraisal, preliminary assessment report and survey) so the Department can confirm its eligibility as replacement land. If the acquisition is not complete within two years of State House Commission approval, with the possibility of a six-month extension by the Department for good cause shown, the Township will be required to remit the monetary compensation to the Department for deposit into the Garden State Preservation Trust Fund.

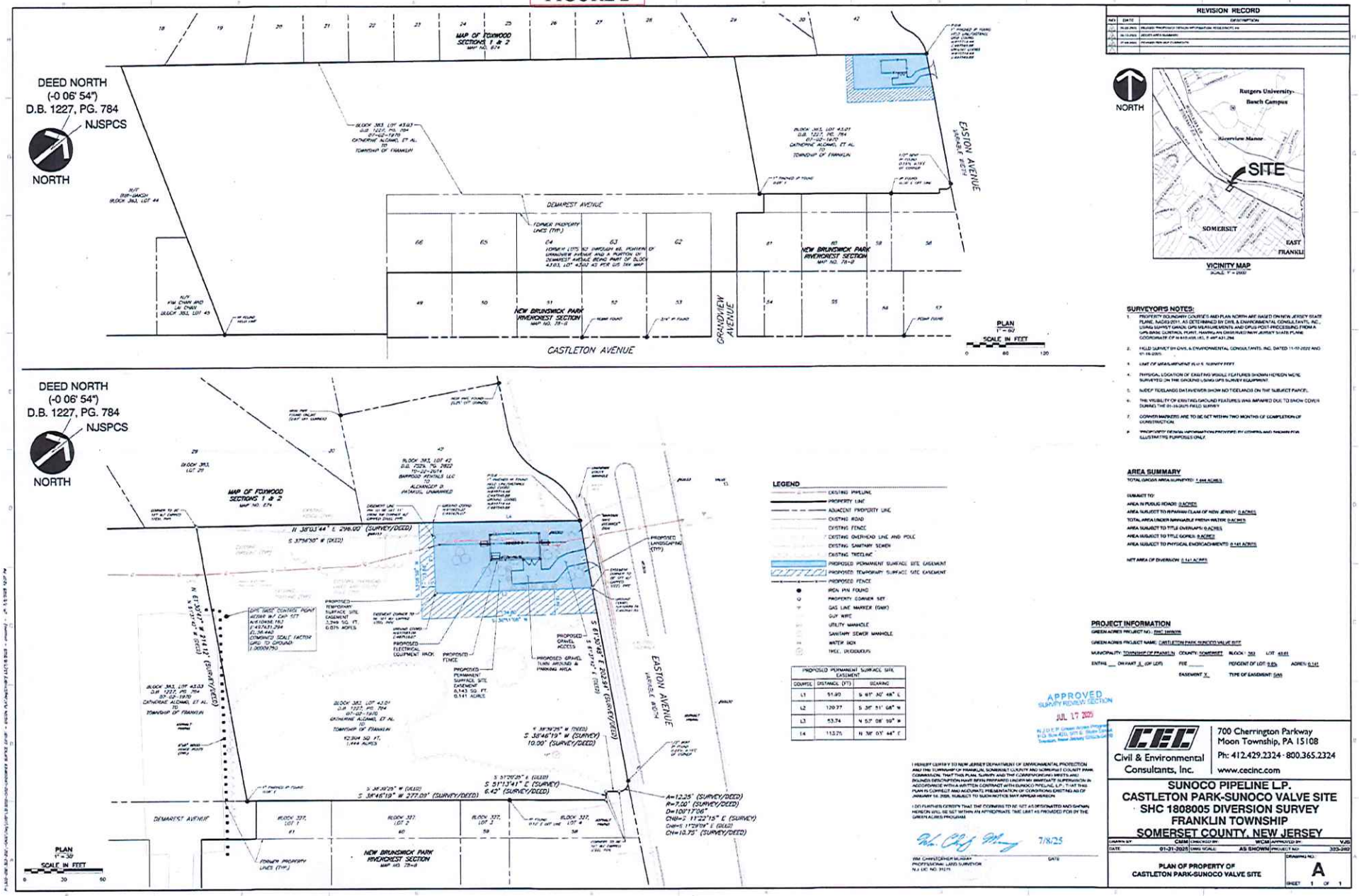
The Green Acres rules require mitigation for the removal of any trees with a diameter at breast height (dbh) greater than six inches or the clear cutting of more than 0.50 acre. (*N.J.A.C.* 7:36-26.10). The project will require the removal of one red maple tree in

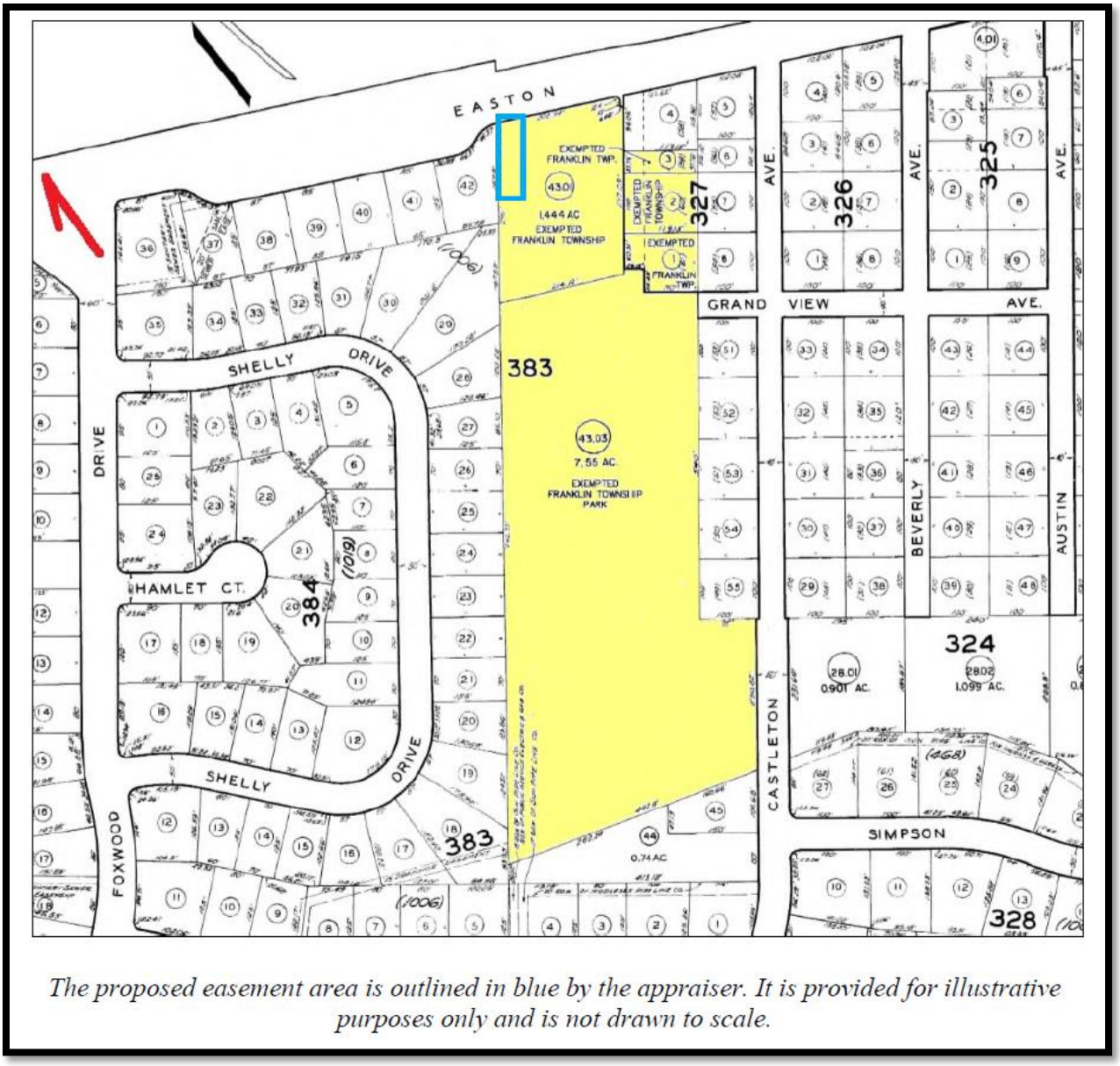
Castleton Park. To mitigate for the loss of this tree, the Township will ensure that a portion of the replacement lands required under this approval are forested. In addition, the Sunoco project includes the planting of buffer trees surrounding the new facility.

**MAPS** ☒

FIGURE 1
SHC1808005 FRANKLIN TOWNSHIP, SOMERSET COUNTY

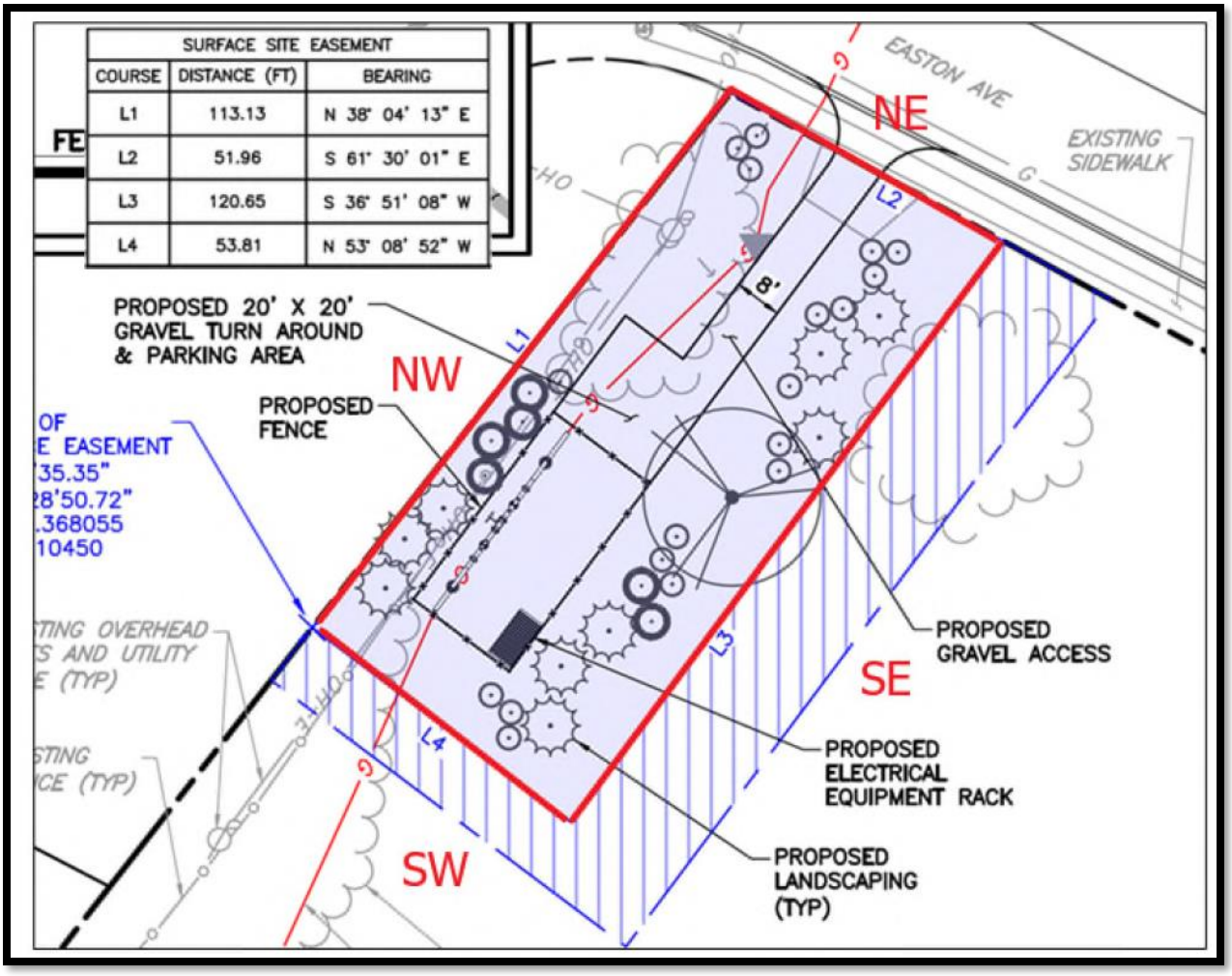
FIGURE 2


DEED NORTH
(-0 06' 54")
D.B. 1227, PG. 784
NJSPCS
NORTH
MAP OF FOXWOOD
SECTIONS 1 & 2
MAP NO. 874
DEMAREST AVENUE
EASTON AVENUE
GRANDVIEW AVENUE
CASTLETON AVENUE
NEW BRUNSWICK PARK
RIVERCREST SECTION
MAP NO. 78-8
PLAN
1" = 60'
SCALE IN FEET
0 60 120
DEED NORTH
(-0 06' 54")
D.B. 1227, PG. 784
NJSPCS
NORTH
S 38°46'19" W (SURVEY)
10.00' (SURVEY/DEED)
PROPOSED PERMANENT SURFACE SITE EASEMENT
6,143 SQ. FT.
0.141 ACRES
PROPOSED TEMPORARY SURFACE SITE EASEMENT
2,748 SQ. FT.
0.075 ACRES
PROPOSED GRAVEL ACCESS
PROPOSED GRAVEL TURN AROUND & PARKING AREA
PROPOSED ELECTRICAL EQUIPMENT RACK
PROPOSED FENCE
PROPOSED (LANDSCAPING) (TYP.)
EASTON AVENUE
DEMAREST AVENUE
NEW BRUNSWICK PARK
RIVERCREST SECTION
MAP NO. 78-8
PLAN
1" = 30'
SCALE IN FEET
0 30 60
LEGEND
EXISTING PIPELINE
PROPERTY LINE
ADJACENT PROPERTY LINE
EXISTING ROAD
EXISTING FENCE
EXISTING OVERHEAD LINE AND POLE
EXISTING SANITARY SEWER
EXISTING TREELINE
PROPOSED PERMANENT SURFACE SITE EASEMENT
PROPOSED TEMPORARY SURFACE SITE EASEMENT
PROPOSED FENCE
IRON PIN FOUND
PROPERTY CORNER SET
GAS LINE MARKER (GNK)
GUY WIRE
UTILITY MANHOLE
SANITARY SEWER MANHOLE
WATER BOX
TREE, DECIDUOUS
PROPOSED PERMANENT SURFACE SITE EASEMENT
COURSE | DISTANCE (FT) | BEARING
L1 | 51.90 | S 61° 30' 48" E
L2 | 120.77 | S 36° 51' 08" W
L3 | 53.74 | N 53° 08' 59" W
L4 | 113.75 | N 38° 03' 44" E
REVISION RECORD
NO. | DATE | DESCRIPTION
NORTH
Rutgers University-
Busch Campus
Riverview Manor
SITE
SOMERSET
EAST
FRANKLI
VICINITY MAP
SURVEYOR'S NOTES:
1. PROPERTY BOUNDARY COURSES AND PLAN NORTH ARE BASED ON NEW JERSEY STATE PLANE, NAD83-2011, AS DETERMINED BY CWS & ENVIRONMENTAL CONSULTANTS, INC., USING SURVEY GRADE GPS MEASUREMENTS AND OPUS POST-PROCESSING FROM A GPS BASE CONTROL POINT, HAVING AN ORTHOMETRIC NEW JERSEY STATE PLANE COORDINATE OF N 610,456.161, E 496,431.294.
2. FIELD SURVEY BY CWS & ENVIRONMENTAL CONSULTANTS, INC. DATED 11-07-2022 AND 01-16-2025.
3. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
4. PHYSICAL LOCATION OF EXISTING VISIBLE FEATURES SHOWN HEREON WERE SURVEYED ON THE GROUND USING GPS SURVEY EQUIPMENT.
5. NJDEP TIDELANDS DATAVIEWER SHOW NO TIDELANDS ON THE SUBJECT PARCEL.
6. THE VISIBILITY OF EXISTING GROUND FEATURES WAS IMPAIRED DUE TO SNOW COVER DURING THE 01-16-2025 FIELD SURVEY.
7. CORNER MARKERS ARE TO BE SET WITHIN TWO MONTHS OF COMPLETION OF CONSTRUCTION.
8. PROPERTY DETAIL INFORMATION PROVIDED BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
AREA SUMMARY
TOTAL GROSS AREA SURVEYED: 1.444 ACRES
SUBJECT TO:
AREA IN PUBLIC ROAD: 0 ACRES
AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY: 0 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATER: 0 ACRES
AREA SUBJECT TO TITLE OVERLAPS: 0 ACRES
AREA SUBJECT TO TITLE GORES: 0 ACRES
AREA SUBJECT TO PHYSICAL ENCROACHMENTS: 0.141 ACRES
NET AREA OF DIVERSION: 0.141 ACRES
PROJECT INFORMATION
GREEN ACRES PROJECT NO.: PAC 1809016
GREEN ACRES PROJECT NAME: CASTLETON PARK-SUNOCO VALVE SITE
MUNICIPALITY: TOWNSHIP OF FRANKLIN COUNTY: SOMERSET BLOCK: 383 LOT: 43.01
ENTIRE ___ OR PART X OF LOT
FEE ___ PERCENT OF LOT: 9.8% ACRES: 0.141
EASEMENT X TYPE OF EASEMENT: GAS
APPROVED
SURVEY REVIEW SECTION
JUL 17 2025
N.J.D.E.P. Green Acres Program
P.O. Box 420, (501 E. State Street)
Trenton, New Jersey 08625-0420
I HEREBY CERTIFY TO NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWNSHIP OF FRANKLIN, SOMERSET COUNTY AND SOMERSET COUNTY PARK COMMISSION, THAT THIS PLAN, SURVEY AND TIME CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH SUNOCO PIPELINE L.P.; THAT THIS PLAN IS CORRECT AND ACCURATELY PRESENTATION OF CONDITIONS EXISTING AS OF JANUARY 16, 2025, SUBJECT TO SUCH NOTICE MAY APPEAR HEREON.
I DO FURTHER CERTIFY THAT THE CORNERS TO BE SET AS DESIGNATED AND SHOWN HEREON WILL BE SET WITHIN AN APPROPRIATE TIME LIMIT AS PROVIDED FOR BY THE GREEN ACRES PROGRAM.
7/8/25
WM. CHRISTOPHER MURRAY
PROFESSIONAL LAND SURVEYOR
N.J. LIC. NO. 24171
DATE
Civil & Environmental Consultants, Inc.
700 Cherrington Parkway
Moon Township, PA 15108
Ph: 412.429.2324 • 800.365.2324
www.cecinc.com
SUNOCO PIPELINE L.P.
CASTLETON PARK-SUNOCO VALVE SITE
SHC 1808005 DIVERSION SURVEY
FRANKLIN TOWNSHIP
SOMERSET COUNTY, NEW JERSEY
DRAWN BY: CMM CHECKED BY: WCM APPROVED BY: WJS
DATE: 01-31-2025 OPUS SCALE: AS SHOWN PROJECT NO: 323-280
PLAN OF PROPERTY OF
CASTLETON PARK-SUNOCO VALVE SITE
DRAWING NO. A
SHEET 1 OF 1




*The proposed easement area is outlined in blue by the appraiser. It is provided for illustrative purposes only and is not drawn to scale.*

**Location of Proposed Easements – Castleton Park**
**Township of Franklin**



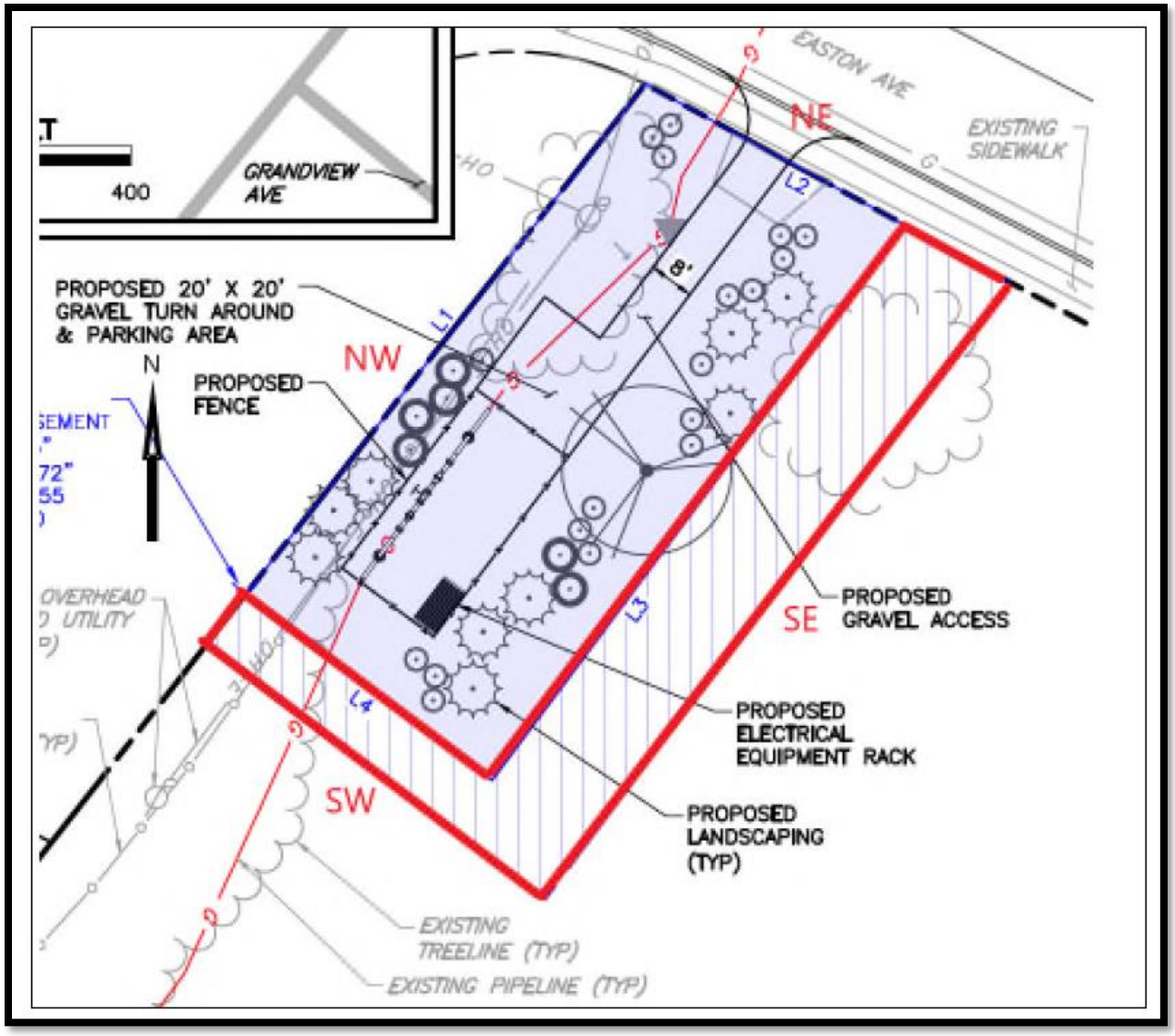

**Site Plan of Proposed Permanent Easement (0.14 acres)**

In total, the permanent surface easement area consists of the following:

| Area | Acres |
|---|---|
| Fenced Valve Site Area | 0.018 |
| Gravel Area | 0.017 |
| Permanent Area Without Surface Improvement | 0.105 |
| **TOTAL AREA OF PERMAMENT EASEMENT** | **0.140** |

There are no site improvements, park improvements, or landscaping withing the proposed easement area. The proposed easement is away from and does not impact on the park's recreational improvements and parking lot.

**Calculations from Appraisal Report**
Sterling DiSanto & Associates (August 22, 2023)




**Site Plan – Temporary Easement (0.07 acres)**

This instrument prepared by
SUNOCO PIPELINE L.P.
and when recorded return to:
SUNOCO PIPELINE L.P.
Attn: Right-of-Way Department
525 Fritztown Road
Sinking Spring, PA 19608

**Tax Map Block 10102 Lot 1**

## SURFACE SITE AND ROAD ACCESS EASEMENT

THIS SURFACE SITE AND ROAD ACCESS EASEMENT (the "Surface Site and Road Access Easement") made this ____ day of _____, 2026, by the **TOWNSHIP OF FRANKLIN**, having an address at 475 DeMott Lane, Somerset NJ 08873, in the County of Somerset and State of New Jersey (hereinafter called "Grantor" whether one or more).

For and in consideration of ONE HUNDRED FIFTY-EIGHT THOUSAND Dollars ($158,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and deliver unto **SUNOCO PIPELINE L.P.,** a Texas Limited Partnership, with offices at 525 Fritztown Road, Sinking Spring, PA 19608, its successors and assigns, (hereinafter collectively referred to as "Grantee"), a permanent Surface Site Easement upon the tract of land hereinafter described. Such Easement shall be for the exclusive use and occupancy thereof for the construction of certain pipeline facilities, including, but not limited to, erecting, laying, constructing, maintaining, operating, repairing, inspecting, replacing, changing the size of, protecting, altering, and removing said facilities, including, but not limited to, above-ground and below-ground valves and valve settings, pipe fittings, pipes, pipelines, conduits, tie-ins, electrical facilities and electric lines, communications facilities and any and all other devices, equipment and structures to facilitate the operation, maintenance, repair and use of its pipeline(s), either below or above the surface of the ground along, under, upon, over, through and across said tract of land being situated in Somerset County, New Jersey (the "Surface Site Easement") described as follows:

> **Tax Map Block 383 Lot 43.01**, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, containing 1.44 acres, more or less, being more specifically described in the Deed dated July 2, 1970 and recorded in Deed Book 1227, Page 784, in the office of the Recorder of Deeds of said County and State (the "Property").

1. The Surface Site Easement is more particularly depicted and described in Exhibit "A" attached hereto and made a part hereof; together with the rights of ingress and egress thereto as shown on across adjacent lands of Grantor at convenient points to Grantee for the enjoyment of the uses, rights and privileges aforesaid.

2. Grantor does also hereby GRANT AND CONVEY to Grantee, road access on, over, through, across and along the property, as more particularly depicted and described in Exhibit "A" for the unobstructed passage of persons, vehicles, equipment and/or machinery (the "Road Access Easement")

3. Grantor also hereby GRANT AND CONVEY unto Grantee a temporary workspace easement immediately adjacent to the Surface Site Easement at such location as substantially shown on the attached Exhibit "A" in order to construct the surface improvements in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein (the "Temporary Workspace Easement"). The term of the Temporary Workspace Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. All rights, duties and/or obligations arising by or under this Surface Site and Road Access Easement shall only apply to the Temporary Workspace Easement while same is in effect (the "Surface Site Easement", "Road Access Easement" and "Temporary Workspace Easement" shall be collectively the "Easements"). The Temporary Workspace Easement shall be restored to pre-construction conditions or to an improved condition when the construction activities are completed.

4. Grantee may fence and enclose the Surface Site Easement within a single fence or any of the facilities installed thereon in separate enclosures. Grantee shall have all rights and benefits necessary or convenient for the full enjoyment and use thereof, including, but not limited to, the right, from time to time, to cut and remove all trees, undergrowth, and other obstructions, on the Easements. The Surface Site Easement shall be maintained and kept clean of debris, trash, grasses and weeds and Grantee shall have the right to place gravel within the fenced in area of the Surface Site Easement and on the Access Road Easement to inhibit the growth of grasses and weeds.

5. Grantee agrees to promptly repair any and all damage done to the Road Access Easement caused by the exercise of any rights granted herein. Further, Grantee agrees to pay for any and all damage that may arise from the use of the Easements.

6. Grantee hereby agrees to indemnify and hold Grantor and the New Jersey Department of Environmental Protection ("NJDEP") harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipelines by grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

7. Grantee shall have the right to assign the Easements in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

8. This Surface Site and Road Access Easement covers all the agreements and stipulations between Grantor and Grantee with respect to the subject matter herein and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms or considerations for this grant. The terms and conditions herein may not be waived, modified, or amended in any manner except by a written agreement signed in person or by an authorized representative of Grantor and Grantee.

9. This Surface Site, Road Access Easement and all of its terms, provisions and obligations therein shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, with intent to be legally bound hereby, Grantor has executed this instrument this _____ day of _____, 2026.

**GRANTOR:**
**By:**

By: _____
Name:
Title:

**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY §
§
COUNTY OF SOMERSET §

On this, the _____ day of _____, 2026, before me, a Notary Public in and for the above-named State and County, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____, a _____ _____, and that he as _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the by himself as such ____ _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public in and for the State Of New Jersey

_____
(Print Name of Notary Public Here)

**Sunoco Pipeline L.P.**
**By: Energy Transfer Operations GP LLC, its general partner**

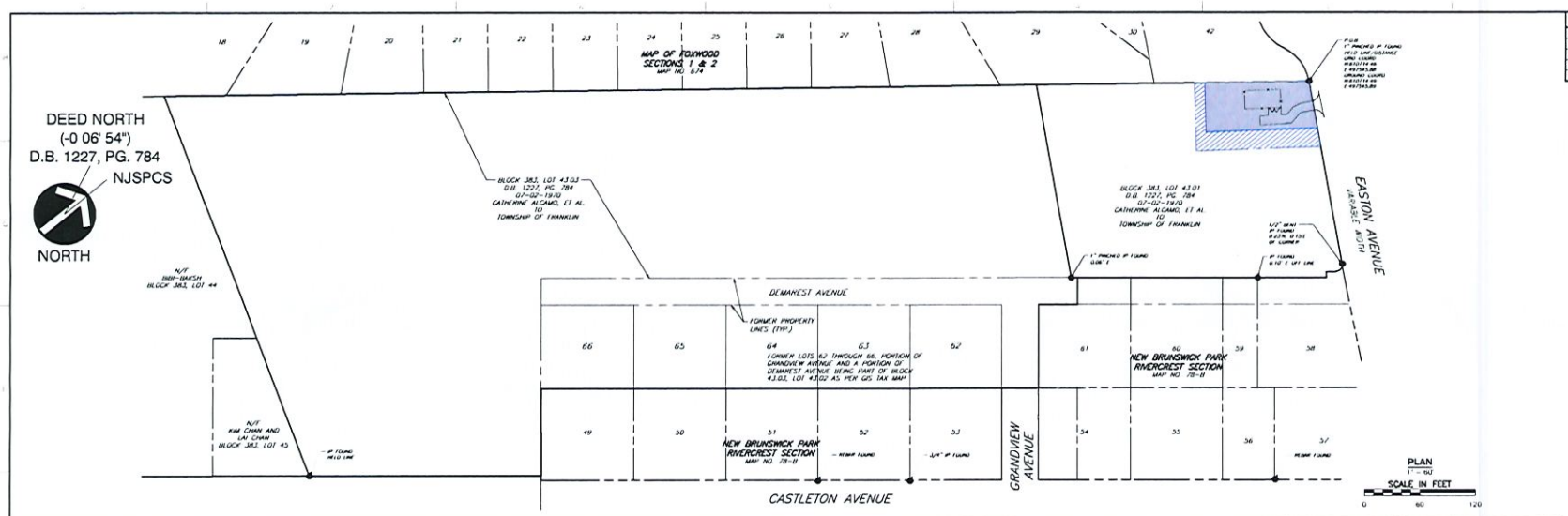
By: _____
Name: Kevin Taliaferro
Title: Sr. Director, Land & Right of Way

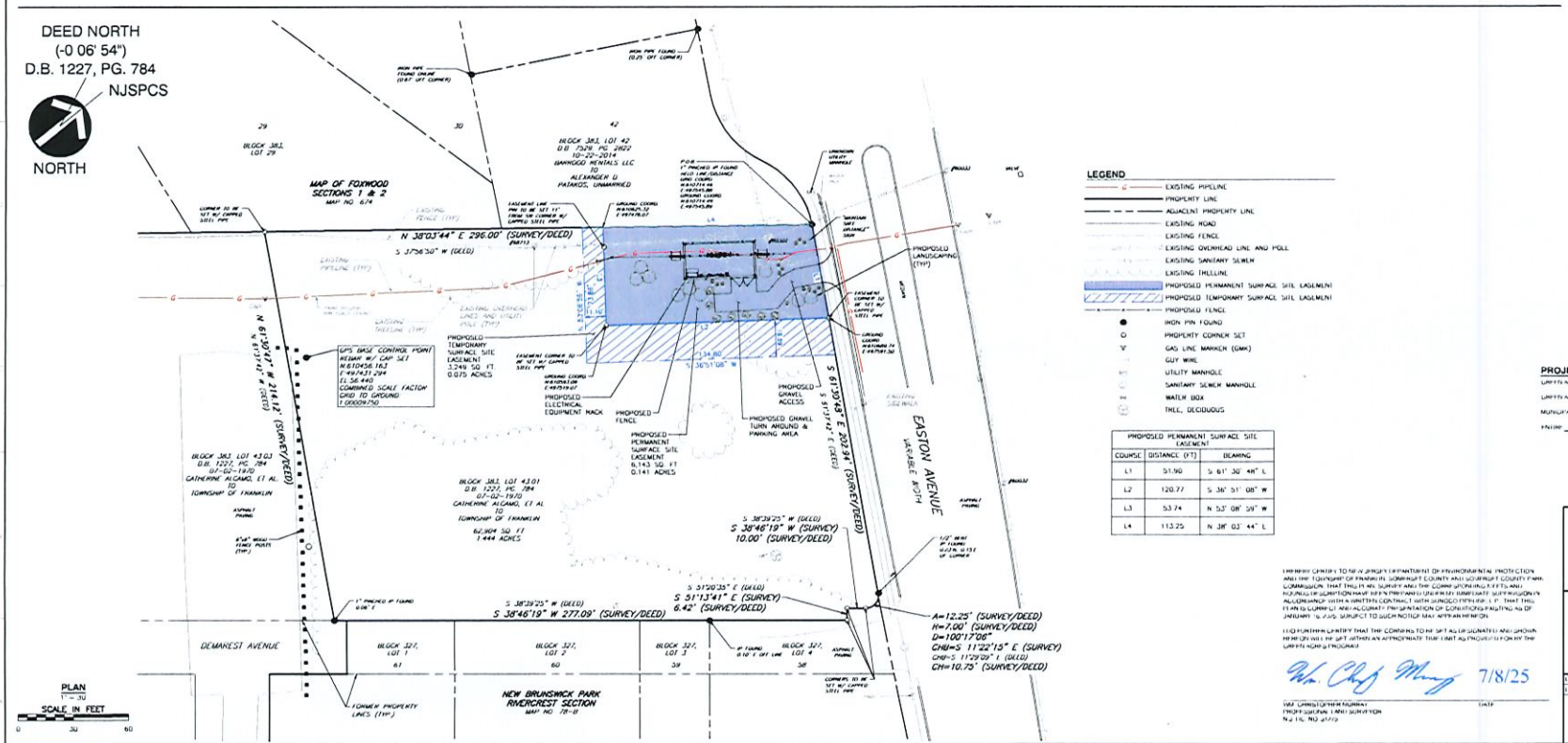
**ACKNOWLEDGEMENT**

**STATE OF _____§**
**§**
**COUNTY OF _____§**

On this _____ day of _____ 2026, before me, the undersigned officer, personally appeared Kevin Taliaferro, who acknowledged himself to be the Sr. Director, Land & Right of Way of Energy Transfer Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that he, as such Sr. Director, Land & Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

_____
Notary Public in and for the State of Texas




## LEGEND

- EXISTING PIPELINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING ROAD
- EXISTING FENCE
- EXISTING OVERHEAD LINE AND POLE
- EXISTING SANITARY SEWER
- EXISTING TREELINE
- PROPOSED PERMANENT SURFACE SITE EASEMENT
- PROPOSED TEMPORARY SURFACE SITE EASEMENT
- PROPOSED FENCE
- IRON PIN FOUND
- PROPERTY CORNER SET
- GAS LINE MARKER (GMK)
- GUY WIRE
- UTILITY MANHOLE
- SANITARY SEWER MANHOLE
- WATER BOX
- TREE, DECIDUOUS

PROPOSED PERMANENT SURFACE SITE EASEMENT

| COURSE | DISTANCE (FT) | BEARING |
|---|---|---|
| L1 | 51.90 | S 61° 30' 48" E |
| L2 | 120.77 | S 36° 51' 08" W |
| L3 | 53.74 | N 53° 08' 52" W |
| L4 | 113.25 | N 38° 03' 44" E |

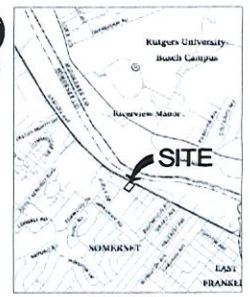
I HEREBY CERTIFY TO NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWNSHIP OF FRANKLIN, SOMERSET COUNTY AND SOMERSET COUNTY PARK COMMISSION, THAT THIS PLAN, SURVEY AND THE CORRESPONDING FIELD AND ROUTE DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH SUNOCO PIPELINE L.P. THAT THIS PLAN IS CORRECT AND ACCURATELY DEPICTS THE CONDITIONS EXISTING AS OF JANUARY 9, 2025, SUBJECT TO SUCH NOTICE MAY APPEAR HEREON.

I DO FURTHER CERTIFY THAT THE CORNERS TO BE SET AS DESIGNATED AND SHOWN HEREON WILL BE SET WITHIN AN APPROPRIATE TIME LIMIT AS PROVIDED FOR BY THE GREEN ACRES REGULATIONS.

William Christopher Murray 7/18/25
WM. CHRISTOPHER MURRAY — DATE
PROFESSIONAL LAND SURVEYOR
N.J. P.L. NO. 24713

## REVISION RECORD

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 4 | 6/30/25 | SURVEY PLAT AND PLAN REVISIONS PER NJDEP |
| 3 | 4/2/25 | REVISIONS PER NJDEP |
| 2 | 3/19/25 | ADDITIONAL SURVEY |
| 1 | 2/19/25 | INITIAL SURVEY |




VICINITY MAP
SCALE: 1" = 2000'

## SURVEYOR'S NOTES:

1. PROPERTY BOUNDARY COORDINATES AND NORTH ARE BASED ON NEW JERSEY STATE PLANE, NAD83 (2011) AS DETERMINED BY GPS BY ENVIRONMENTAL CONSULTANTS, INC. USING SURVEY GRADE GPS OBSERVATIONS AND POSITIONS FROM A GPS BASE CONTROL POINT HAVING AN OBSERVED NEW JERSEY STATE PLANE COORDINATE OF N 610,456.163 E 497,431.294.
2. FIELD SURVEY BY ESW ENVIRONMENTAL CONSULTANTS, INC. DATED 11-20-2024 AND 01-16-2025.
3. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
4. PHYSICAL LOCATION OF EXISTING SURFACE FEATURES SHOWN HEREON WERE SURVEYED ON THE GROUND USING GPS SURVEY EQUIPMENT.
5. NO ATTEMPT HAS BEEN MADE BY ESW TO RESEARCH ON THE SUBJECT PARCEL.
6. THE VICINITY OF EXISTING GROUND FEATURES WAS REMAPPED UP TO SNOW COVER DURING THE 01-16-2025 FIELD SURVEY.
7. CORNER MARKERS ARE TO BE SET WITHIN TWO MONTHS OF COMPLETION OF CONSTRUCTION.
8. "PROPERTY OF SUCH INFORMATION PROVIDED BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

## AREA SUMMARY

TOTAL GROSS AREA SURVEYED: 1.444 ACRES

SUBJECT TO
AREA IN PUBLIC ROADS: 0.0 ACRES
AREA SUBJECT TO RETAINED LANDS OF NEW JERSEY: 0.0 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATER: 0.0 ACRES
AREA SUBJECT TO TITLE OVERLAPS: 0.0 ACRES
AREA SUBJECT TO TITLE GORES: 0.0 ACRES
AREA SUBJECT TO PHYSICAL ENCROACHMENTS: 0.141 ACRES

NET AREA OF DIVISION: 0.141 ACRES

## PROJECT INFORMATION

GREEN ACRES PROJECT NO.: SHC 1808005
GREEN ACRES PROJECT NAME: CASTLETON PARK SUNOCO VALVE SITE
MUNICIPALITY: TOWNSHIP OF FRANKLIN COUNTY: SOMERSET BLOCK: 383 LOT: 43.01
ENTIRE ___ OR PART X OF LOT: ___ FEE: ___ PRESENT OF LOT #'S: ___ ACRES: 0.141
EASEMENT X TYPE OF EASEMENT: GAS


CEC
Civil & Environmental Consultants, Inc.
700 Cherrington Parkway
Moon Township, PA 15108
Ph: 412.429.2324 · 800.365.2324
www.cecinc.com


**SUNOCO PIPELINE L.P.**
**CASTLETON PARK-SUNOCO VALVE SITE**
**SHC 1808005 DIVERSION SURVEY**
**FRANKLIN TOWNSHIP**
**SOMERSET COUNTY, NEW JERSEY**

| DRAWN BY | CMM | CHECKED | WCM | APPROVED | VJS |
|---|---|---|---|---|---|
| DATE | 01-31-2025 | DWG SCALE | As SHOWN | PROJECT NO. | 323-202 |

PLAN OF PROPERTY OF CASTLETON PARK-SUNOCO VALVE SITE

DRAWING NO. A
SHEET 1 OF 1

**PROPOSED PERMANENT SURFACE SITE EASEMENT**
**SHC 1808005**
**PORTION OF BLOCK 383 LOT 43.01**
**0.141 ACRES**
**FRANKLIN TOWNSHIP**
**SOMERSET COUNTY, NEW JERSEY**

All that certain piece or parcel of land situate in the Township of Franklin, County of Somerset, State of New Jersey, being a portion of land within property now or formerly of Township of Franklin (tax parcel block 383, lot 43.01), recorded in Deed Book 1227, Page 784 in the Somerset County Clerk's Office, more particularly bounded and described as follows:

**BEGINNING AT A POINT**, a 1-inch pinched iron pipe found on the southerly right of way line of Easton Avenue, variable width, formerly being 33 feet from the former Easton Avenue centerline, said point being at the northeast corner of Lot 42 (tax parcel block 383, lot 42) of the Map of Foxwood Sections 1 & 2, as recorded in Map No. 674, being property now or formerly of Alexander D. Patakos, unmarried and the northwest corner of said Township of Franklin property (tax parcel block 383, lot 43.01) and having a New Jersey State Plane Grid Coordinate of N 610,714.46, E 497,545.88 and a computed ground coordinate value of N 610,714.49, E 497,545.89 measured from the project's GPS base control point;

COURSE #1
thence along the southerly right of way line of Easton Avenue, South 61°30'48" East, 51.90 feet to a capped steel pipe to be set;

thence leaving said right of way line of Easton Avenue and through said Township of Franklin property, the following two (2) courses and distances:

COURSE #2
South 36°51'08" West, 120.77 feet to a capped steel pipe to be set;

COURSE #3
North 53°08'59" West, passing through a capped steel pipe to be set at 42.74 feet, a total distance of 53.74 feet to a point on the easterly line of Lot 29 (tax parcel block 383, lot 29) of said Map of Foxwood Sections 1 & 2;

COURSE #4
thence along the easterly line of said Lot 29 and said Lot 42, North 38°03'44" East, 113.25 feet to the **POINT OF BEGINNING.**

Bearings based on New Jersey State Plane NAD83-2011, as determined by Civil & Environmental Consultants, Inc., using survey grade GPS measurements and OPUS post-processing from a GPS base control point, having an observed New Jersey State Plane Coordinate of N 610,456.163, E 497,431.294.

Date Prepared: July 8, 2025
File Name: 323-202_LD_07-08-25_SurfaceSiteEasement_0.141Acres.docx



700 Cherrington Parkway | Moon Township, PA 15108 | p: 412-429-2324 f: 412-429-2114 | www.cecinc.com

The above described permanent surface site easement includes a portion of an existing easement of unknown width that runs with an existing gas pipeline.

Containing 6,143 Sq. Ft. or 0.141 Acres

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**

Wm. Christopher Murray 7/8/25

Wm. Christopher Murray Date
Registered Surveyor No. 31275



700 Cherrington Parkway | Moon Township, PA 15108 | p: 412-429-2324 f: 412-429-2114 | www.cecinc.com

**ORDINANCE NO. 4496-26**
**DEVELOPMENT FEE ORDINANCE**
**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**

**AN ORDINANCE REPLACING ARTICLE XXXIII -AFFORDABLE HOUSING DEVELOPMENT FEES OF THE LAND USE ORDINANCE OF THE TOWNSHIP OF FRANKLIN ( SOMERSET COUNTY) TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT (FHA) AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE FRANKLIN'S AFFORDABLE HOUSING OBLIGATIONS**

**SUMMARY**

Chapter 112-252 , Article XXXIII of the Code of the Township of Franklin is hereby amended to include provisions addressing Franklin's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide development fee ordinance in accordance with the Fair Housing Act (P.L.2024, c.2) and N.J.A.C. 5:99, as most recently amended. Existing Article XXXIII shall be deleted in its entirety and replaced.

**BE IT ORDAINED by the MAYOR AND COUNCIL** of the Township of Franklin, Somerset County, New Jersey, that Chapter 112-252 , Article XXXIII of the Code of the Township of Franklin is hereby amended to include provisions addressing Franklin's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide development fee ordinance in accordance with the Fair Housing Act (P.L.2024, c.2) and N.J.A.C. 5:99, as most recently amended. Existing Article XXXIII shall be deleted in its entirety and replaced with the following.

**Article XXXIII- Affordable Housing Development Fees**

§112-252 Development Fees.

A. Purpose

(1). This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§112-253 Basic Requirements

A. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.

B. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

"Affordable Housing Trust Fund" or "AHTF" means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the "Neighborhood Preservation Nonlapsing Revolving Fund" and "Balanced Housing" mean the AHTF.

"Barrier-free escrow" means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

"Development fee" means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

"Emergent opportunity" means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

"HMFA" or "the Agency" means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

"Municipal affordable housing trust fund" means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

"Municipal development fee ordinance" means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

"Non-residential development" means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;
Hotels, motels, vacation timeshares, and child-care facilities; and
The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

"Non-residential development fee" means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

## §112-255 Residential Development Fees

A. Imposed fees

(1). Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

(2). When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.
Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development

(1). Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.

(2). Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

(3). Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

(4). No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

§112-256 Non-Residential Development Fees

A. Imposition of fees

(1). Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

(2). Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

(3). Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for non-residential development

(1). The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

(2). The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

C. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

D. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

E. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of

the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

§112-257 Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

D. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.

E. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).

H. Hundred percent (100%) of the development fee shall be collected at the time of issuance of the certificate of occupancy.

§112-258 Appeal of development fees

A. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

B. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§112-259 Affordable Housing Trust Fund

A. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

(1). Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
(2). Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
(3). Rental income from municipally operated units;
(4). Repayments from affordable housing program loans;
(5). Recapture funds;
(6). Proceeds from the sale of affordable units; and
(7). Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

C. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

D. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:

(1). Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
(2). Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
(3). Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
(4). Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
(5). Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
(6). Revocation of compliance certification or a judgment of compliance and repose;

(7). Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
(8). Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.

E. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

§112-260 Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.

C. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

(1). Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

(2). Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

D. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing

Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

§112-261 Monitoring

On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§112-262 Ongoing Collection of Fees

A. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.

B. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

§112-263 Emergent Affordable Housing Opportunities.

Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

**Repealer**

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**Severability**

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

**Effective Date**

This ordinance shall take effect upon its passage and publication, as required by law.

**ORDINANCE NO. 4496-26**

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

Introduced: February 10, 2026
Published:
Public Hearing: February 24, 2026
Adoption:
Published:
Effective:

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**ORDINANCE NO. 4497-26**
**AFFORDABLE HOUSING ORDINANCE**

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**

**AN ORDINANCE REPEAL AND REPLACE CHAPTER 81 OF THE MUNICIPAL CODE OF THE TOWNSHIP OF FRANKLIN TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT (FHA) AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE FRANKLIN'S AFFORDABLE HOUSING OBLIGATIONS AND TO MAKE RELATED AMENDMENTS TO THE TOWNSHIP CODE.**

**SUMMARY**

BE IT ORDAINED by the Mayor and Township Committee of the Township of Franklin, Somerset County, New Jersey, that Chapter 81 of the Code of the Township of Franklin is hereby replaced to include provisions addressing Franklin's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Township of Franklin Planning Board adopted a Fourth Round Housing Element and Fair Share Plan on June 18, 2025 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Amended Housing Element and Fair Share Plan was endorsed by the Mayor and Township Committee on June 24, 2025. This Ordinance implements and incorporates the adopted and endorsed Fourth Round Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:99, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

**SECTION I**

Existing Chapter 81, Affordable Housing, is hereby repealed in its entirety and replaced with the following:

**CHAPTER 81 AFFORDABLE HOUSING**

Article I : Fair Share Housing Obligation

§81-1 Introduction & Applicability

A. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Township of Franklin consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").

B. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.

C. The Township of Franklin Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

E. Applicability

a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.

b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.

c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

§81-2 Definitions

As used herein the following terms shall have the following meanings:

"Accessory apartments" means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as "accessory dwelling units".

"Act" means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Adaptable" means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the

"State Uniform Construction Code Act," P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

"Administrative agent" means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

"Affirmative Marketing Plan" means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

"Affirmative Marketing Process" or "Program" means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

"Affordability assistance" means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

"Affordability average" means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

"Affordable" means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

"Affordable housing development" means a development included in a municipality's housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

"Affordable Housing Dispute Resolution Program" or "the Program" refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

"Affordable Housing Monitoring System" or "AHMS" means the Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

"Affordable Housing Trust Fund" or "AHTF" means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the

"Neighborhood Preservation Nonlapsing Revolving Fund" and "Balanced Housing" mean the AHTF.

"Affordable unit" means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

"Age-restricted housing" means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

"Assisted living residence" means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

"Barrier-free escrow" means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

"Builder's remedy" means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

"Certified household" means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

"CHOICE" means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

"COAH" or the "Council" means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

"Commissioner" means the Commissioner of the Department of Community Affairs.

"Compliance certification" means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a "judgment of compliance" or

"judgment of repose." The term "compliance certification" shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

"Construction" means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

"County-level housing judge" means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

"DCA" and "Department" mean the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Department" means the New Jersey Department of Community Affairs.

"Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

"Development fee" means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

"Dispute Resolution Program" means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

"Division" means the Division of Local Planning Services within the Department of Community Affairs.

"Emergent opportunity" means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

"Equalized assessed value" or "EAV" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b,and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

"Equity share amount" means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

"Exit sale" means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

"Exclusionary zoning litigation" means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

"Extension of expiring controls" means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

"Fair share obligation" means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

"Fair share plan" means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

"FHA" means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Green Building Strategies" means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

"HMFA" or "the Agency" means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

"Household income" means a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

"Housing element" means the portion of a municipality's master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective

obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

"Housing region" means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

"Inclusionary development" means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

"Judgment of compliance" or "judgment for repose" means a determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

"Low-income household" means a household with a household income equal to 50 percent or less of the regional median income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Mixed use development" means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1)there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

"Moderate-income household" means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"MONI" means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

"Municipal housing liaison" or "MHL" means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

"Municipal affordable housing trust fund" means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of

affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

"Municipal development fee ordinance" means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

"New construction" means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

"New Jersey Affordable Housing Trust Fund" means an account established pursuant to N.J.S.A. 52:27D-320.

"New Jersey Housing Resource Center" or "Housing Resource Center" means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

"95/5 restriction" means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

"Non-exempt sale" means any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

"Nonprofit" means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

"Non-residential development" means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

"Non-residential development fee" means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

"Order for repose" means the protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

"Payment in lieu of constructing affordable units" means the prior approval of the payment of funds to the municipality by a developer when affordable units are were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

"Prospective need" means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

"Qualified Urban Aid Municipality" means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

"Person with a disability" means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

"Price differential" means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

"Prior round unit" means a housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval

on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

"Program" means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

"Random selection process" means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

"RCA administrator" means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

"RCA project plan" means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

"Receiving municipality" means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality's fair share obligation.

"Reconstruction" means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

"Recreational facilities and community centers" means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

"Regional contribution agreement" or "RCA" means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

"Regional median income" means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

"Rehabilitation" means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

"Residential development fee" means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

"Spending plan" means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

"State Development and Redevelopment Plan" or "State Plan" means the plan prepared pursuant to sections 1 through 12 of the "State Planning Act," P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

"Supportive housing household" means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

"Supportive housing sponsoring program" means grant or loan program which provided financial assistance to the development of the unit.
"Supportive housing unit" means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

"Transitional housing" means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

"Treasurer" means the Treasurer of the State of New Jersey.

"UHAC" means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

"Unit type" means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

"Very-low-income household" means a household with a household income less than or equal to 30 percent of the regional median income.

"Very-low-income housing" means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

"Very-low-income unit" means a restricted unit that is affordable to a very-low-income household.

"Veteran" means a veteran as defined at N.J.S.A. 54:4-8.10.

"Veterans' preference" means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

§81-3 Monitoring and Reporting Requirements

A. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

(1). The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml.

(2). On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

(3). On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

§81-5 New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of "New Construction," this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

A. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

B. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

| Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy | Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy |
|---|---|
| 25+1 | 10 |
| 50 | 50 |
| 75 | 75 |
| 90 | 100 |

C. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
(1). Design of 100 percent affordable developments:

(a) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(b) Each bedroom in each restricted unit must have at least one window.

(c) Restricted units must include adequate air conditioning and heating.

(2). Design of developments comprising market-rate rental units and restricted rental units.

The following does not apply to prior round units, unless stated otherwise.

(a) Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(b) Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

(c) Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(d) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

(e) Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.

(f) Each bedroom in each restricted unit must have at least one window.

(g) Restricted units must be of the same unit type as market-rate units within the same building.

(h) Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(3). Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

(a) Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

(b) Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

(c) Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses ***may*** be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

(d) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

(e) Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).

(f) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

(g) Each bedroom in each restricted unit must have at least one window; and

(h) Restricted units must include adequate air conditioning and heating.

D. Utilities.

(1). Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

(2). Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

E. Low/moderate split and bedroom distribution.

(1). Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

(2). In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units. With the exception to percentage as described in the Agreements for the Fourth Round Plan.

(3). Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.

(4). Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:

(a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
(b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
(c) The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units.
(d) At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
(e) At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
(f) The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.

(5). Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

F. Accessibility requirements.

(1). Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free

subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

(2). Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

(a) An adaptable toilet and bathing facility on the first floor;

(b) An adaptable kitchen on the first floor;

(c) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;

(d) An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;

(e) If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

(f) An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

i. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

ii. To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

iii. The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

iv. The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.

v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.

(g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

§81-6 Affordable Housing Programs

A. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

B. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).

(1). The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.

(2). Both ownership and rental units shall be eligible for rehabilitation funds.

(3). All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.

(4). The municipality shall dedicate a minimum average hard cost of $10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.

(5). The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.

(6). Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:

(a) If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.

(b) If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.

(c) Rents in rehabilitated units may increase annually based on the standards in UHAC.

(d) At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

C. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).

(1). An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:

(a) The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
(b) The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
(c) The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
(d) If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
(e) The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.
(f) The deed restriction for the extended control period shall be filed with the County Clerk.

D. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

(1). An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

(2). The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.

(3). A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.

(4). Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.

(5). Low- and moderate-income residents cannot be charged any upfront fees.

(6). The units shall comply with UHAC with the following exceptions:

(a) Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
(b) The deed restriction may be on the facility, rather than individual apartments or rooms;
(c) Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

(7). Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

E. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

(1). The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

(a) Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

(b) Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

(c) The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

(d) Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

(e) Occupancy shall not be restricted to youth under 18 years of age.

(f) In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

(g) The bedrooms and/or units shall comply with UHAC with the following exceptions:

(a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

(b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

(h) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

(i) Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

(j) The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

(a) An Affirmative Marketing Plan in accordance with D1 above; and

(b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

(k) The sponsor/owner shall complete annual monitoring as directed by the MHL.

§81-7 Regional Income Limits.

A. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.

B. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.

C. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

§81-8 Maximum Initial Rents And Sales Prices.

A. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.

B. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.

C. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.

D. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.

E. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.

F. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

G. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:

(1). A studio or efficiency unit shall be affordable to a one-person household;
(2). A one-bedroom unit shall be affordable to a one and one-half person household;
(3). A two-bedroom unit shall be affordable to a three-person household;
(4). A three-bedroom unit shall be affordable to a four and one-half person household; and
(5). A four-bedroom unit shall be affordable to a six-person household.

H. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:

(1). A studio or efficiency unit shall be affordable to a one-person household;
(2). A one-bedroom unit shall be affordable to a one and one-half person household; and
(3). A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.

I. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

J. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

K. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

§81-9 Affirmative Marketing.

A. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is

intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 3 and is required to be followed throughout the period of deed restriction.

C. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.

(1). Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-,low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

(2). There shall be a regional preference for all households that live and/or work in Housing Region 3 comprising Hunterdon, Middlesex and Somerset Counties.

(3). Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

(4). With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

D. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

E. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.

F. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

G. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.

H. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

I. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

J. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

§81-10 Selection of Occupants of Affordable Housing Units.

A. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.

B. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

§81-11 Occupancy Standards.

A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

(1). Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;

(2). Provide a bedroom for every two adult occupants;

(3). With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and

(4). Avoid placing a one-person household into a unit with more than one bedroom.

§81-12 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.

B. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.

D. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.

E. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:

(1). If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
(2). If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

F. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

G. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

H. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

I. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

§81-13 Price Restrictions for Restricted Ownership Units and Resale Prices.

A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:

(1). The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.

(2). The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.

(a) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

(b) If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3

(3). The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:

(a) those that render the unit suitable for a larger household or the addition of a bathroom.

(b) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);

(4). No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§81-14 Buyer Income Eligibility.

A. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing

and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

(1). The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;

(2). The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or

(3). The household is currently in substandard or overcrowded living conditions;

(4). The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

§81-15 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

B. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

§81-16 Control Periods for Restricted Rental Units.

A. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.

B. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.

C. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

D. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.

E. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

F. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

G. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

(1). Sublease or assignment of the lease of the unit;
(2). Sale or other voluntary transfer of the ownership of the unit;
(3). The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
(4). The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

§81-17 Rent Restrictions for Rental Units; Leases and Fees.

A. The initial rent for a restricted rental unit shall be set by the Administrative Agent.

B. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.

C. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(1). Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.

D. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

E. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.

F. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.

G. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.

H. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

§81-18 Tenant Income Eligibility.

A. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

(1). Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
(2). Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
(3). Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

(1). The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(2). The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
(3). The household is currently in substandard or overcrowded living conditions;
(4). The household documents the existence of assets with which the household proposes to supplement the rent payments; or
(5). The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

C. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

§81-19 Municipal Housing Liaison.

A. The Municipal Housing Liaison shall be approved by municipal resolution.

B. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:

(1). Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
(2). The oversight of the Affirmative Marketing Plan and affordability controls.
(3). When applicable, overseeing and monitoring any contracting Administrative Agent.
(4). Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
(5). Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
(6). Coordinating meetings with affordable housing providers and administrative agents, as needed.
(7). Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
(8). Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
(9). Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
(10). Listing on the municipal website contact information for the MHL and Administrative Agents.

§81-20 Administrative Agent.

A. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.

B. The fees for administrative agents shall be paid as follows:

(1). Administrative agent fees related to rental units shall be paid by the developer/owner.
(2). Administrative agent fees related to initial sale of units shall be paid by the developer.
(3). Administrative agent fees related to resales shall be paid by the seller of the affordable home.
(4). Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

C. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

D. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:

(1). Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
(2). Affirmative marketing:

(a) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
(b) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.

(3). Household certification.

(a) Soliciting, scheduling, conducting and following up on interviews with interested households.
(b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
(c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
(d) Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
(e) Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
(f) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

(4). Affordability controls.

(a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

(b) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.

(c) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.

(d) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.

(5). Records retention.

(a) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.

(b) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(6). Resales and re-rentals.

(a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.

(b) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

(7). Processing requests from unit owners.

(a) Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.

(b) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.

(c) Notifying the municipality of an owner's intent to sell a restricted unit.

(d) Making determinations on requests by owners of restricted units for hardship waivers.

(8). Enforcement.

(a) Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
(b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
(c) Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
(d) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
(e) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(9). The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

§81-21 Responsibilities of The Owner of a development containing affordable units.

A. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

(1). Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

(2). The total number of units in the project and the number of affordable units.

(3). The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

(4). Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

(5). A projected construction schedule.

(6). The location of any common areas and elevators.

(7). The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

B. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

(1). Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

(2). Provide to the administrative agent a description of any applicable fees.

(3). Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

(4). Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.

(5). Provide to the administrative agent a proposed form of lease for any rental units.

(6). Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive that the tenant selection criteria for applicants for non-restricted units.

(7). Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

C. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

(1). Proposed pricing for all units, including any purchaser options and add-on items.
(2). Condominium or homeowner association fees and any other applicable fees.
(3). Estimated real property taxes.
(4). Sewer, water, trash disposal, and any other utility assessments.
(5). Flood insurance requirement, if applicable.
(6). The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§81-22 Enforcement of Affordable Housing Regulations

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

(1). The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

(a) A fine of not more than $1,000 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

C. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

D. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

(1). Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality , including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(2). The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the

two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

(3). Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(4). If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

(5). Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

(6). The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals

(1). Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

**SECTION II**

Article X, Low- and Moderate-Income Housing, of Chapter 112, Land Development, is hereby repealed in its entirety and replaced with new Chapter 112.

~~§ 112-74 **Mandatory set-aside requirements.**~~
~~As required in §§ **112-39** and **112-49**, a developer shall provide or cause others to provide low-income dwelling units which shall be not less than 5% of the total number of dwelling units specified in the development plan. The developer shall also provide the number of moderate-income dwelling units which, when added to the number of low-income dwelling units, shall not be less than 15% of the total number of dwelling units specified in the development plan.~~

~~§ 112-75 **Phased development requirements.**~~
~~Low- and moderate-income housing developers must demonstrate to the Planning Board that their development shall be timed and phased in accordance with regulations adopted by the Council on Affordable Housing as same may be amended from time to time.~~

~~§ 112-76 **Affordability controls.**~~
~~In order to ensure that low- and moderate-income housing units will remain economically feasible upon resale to persons within the applicable income range developers shall be required to comply with all provisions of regulations adopted by the Council on Affordable Housing as same may be amended from time to time.~~

~~§ 112-77 **Density bonus.**~~
~~A density bonus of two units per gross residential acre will be given to the developer who provides low- and moderate-income dwelling units equal to 20% or more of the total number of dwelling units in a development plan for garden apartment development, or residential cluster development or townhouse development pursuant to §§ **112-39** and **112-49**, respectively.~~

~~§ 112-78 **Number of bedrooms.**~~
~~The average number of bedrooms proposed for low- and moderate-income dwelling units shall comply with regulations adopted by the Council on Affordable Housing as same may be amended from time to time.~~

~~§ 112-79 **Compliance with state regulations required.**~~

~~**A.** In order to provide low- and moderate-income dwelling units, all applicants for development shall make proposals which comply with regulations adopted by the Council on Affordable Housing as same may be amended from time to time.~~

~~**B.** All plans for providing low- and moderate-income housing units shall comply with regulations promulgated by the Council on Affordable Housing as same may be amended from time to time.~~

~~§ 112-80 **Administration of affordability controls.**~~
~~Pursuant to the provisions of N.J.A.C. 5:92-12.3, the Township of Franklin shall enter into a contract with the New Jersey Housing and Mortgage Finance Agency or its designee in order to provide an appropriate administrative mechanism or entity responsible for assuring that low- and moderate-income housing units remain affordable to low- and moderate-income households.~~

**SECTION III**

Section 112-39., Garden Apartment Development, is hereby amended to update Section 112-39.Q, relating to the provision of affordable housing as follows:

Q. Required use: very low-, low- and moderate-income dwelling units. Every garden apartment development shall provide dwelling units for ~~families of~~ very low, low and moderate income households equal to at least twenty percent (20%) of the total housing units being constructed, pursuant to the requirements of Chapter 81, Affordable Housing. ~~pursuant to Article X (§ 112-74 et seq.) of this chapter except for garden apartments in the R-10B Zone which shall pay a development fee pursuant to Article XXXIII (§ 112-252 et seq.).~~

**SECTION IV**

Section 112-49, Townhouse Development, is hereby amended to update Section 112-49.M, relating to the provision of affordable housing as follows:

M. Required use: very low-, low- and moderate-income dwelling units. Every townhouse development shall provide dwelling units for ~~families of~~ very low, low and moderate income households equal to at least twenty percent (20%) of the total housing units being constructed, pursuant to the requirements of Chapter 81, Affordable Housing. ~~Every residential cluster development shall provide dwelling units for families of low and moderate income pursuant to Article X, § 112-74 et seq., of this chapter.~~

**SECTION V**

**Repealer**

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION VI**

**Severability**

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION VII**

**Effective Date**

This ordinance shall take effect upon its passage and publication, as required by law.

**ORDINANCE NO. 4497-26**

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

Introduced: February 10, 2026
Published:
Public Hearing: February 24, 2026
Adoption:
Published:
Effective:

_____
Ann Marie McCarthy, RMC, MMC
Township Clerk

**RESOLUTION – CONFIRM APPOINTMENT OF ROSSANA GUTIERREZ AS CHIEF FINANCIAL OFFICER**

**WHEREAS**, N.J.S.A. 40A:9-140.1 et seq. authorizes municipalities to appoint a Chief Financial Officer to serve for a term not to exceed four (4) years; and

**WHEREAS**, the current tenured Chief Financial Officer has retired from their position; and

**WHEREAS**, the Township of Franklin desires to appoint a Chief Financial Officer for the Township; and

**WHEREAS**, it is the desire of the Mayor and Council to confirm the appointment of Rossana Gutierrez to fill the term of office starting January 28, 2026 and for a four year appointment pursuant to N.J.S.A. 40A:9-140.10; beginning January 1, 2026 and ending on December 31, 2029;

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

1. Rossana Gutierrez's appointment to the position of Chief Financial Officer for the Township of Franklin, effective January 28, 2026 is hereby confirmed by the Township Council.

2. The term of the appointment shall be for a period of four (4) years, commencing January 1, 2026 and ending December 31, 2029.

3. The Chief Financial Officer shall perform all duties and responsibilities as prescribed by law and as may be assigned by the Township Manager.

4. All previous resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistency.

5. This resolution shall take effect immediately upon its adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – CONFIRM APPOINTMENT OF TIFFANY ESQUILIN AS TAX COLLECTOR (COLLECTOR OF REVENUE)**

**WHEREAS**, N.J.S.A. 40A:9-141 et seq. authorizes municipalities to appoint a Tax Collector for a term of four (4) years; and

**WHEREAS**, the current tenured Tax Collector (Collector of Revenue) has vacated from their position; and

**WHEREAS**, the Township of Franklin desires to appoint a Tax Collector (Collector of Revenue) for the Township; and

**WHEREAS**, it is the desire of the Mayor and Council to confirm the appointment of Tiffany Esquilin to fill the term of office starting February 2, 2026 and for a four year appointment pursuant to N.J.S.A. 40A:9-142; beginning January 1, 2027 and ending on December 31, 2030;

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

1. Tiffany Esquilin's appointment to the position of Tax Collector (Collector of Revenue) for the Township of Franklin, effective February 2, 2026 is hereby confirmed by the Township Council.

2. The term of the appointment shall be for a period of four (4) years, commencing January 1, 2027 and ending December 31, 2030.

3. The Tax Collector (Collector of Revenue) shall perform all duties and responsibilities as prescribed by law and as may be assigned by the Township Manager.

4. All previous resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistency.

5. This resolution shall take effect immediately upon its adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – CONFIRM APPOINTMENT OF JOHN GILLOOLY AS TAX ASSESSOR**

**WHEREAS**, N.J.S.A. 40A:9-146 requires every municipality to provide for the appointment of a Tax Assessor; and

**WHEREAS**, the current tenured Tax Assessor has retired from their position; and

**WHEREAS**, the Township of Franklin desires to appoint a Tax Assessor for the Township; and

**WHEREAS**, it is the desire of the Mayor and Council to confirm the appointment of John Gillooly to fill the term of office starting February 2, 2026 and for a four year appointment pursuant to N.J.S.A. 40A:9-148; beginning July 1, 2026 and ending on June 30, 2030; and

**WHEREAS**, the Tax Assessor will hold public office hours three (3) days a week from 8:30 a.m. to 4:30 p.m.;

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

1. John Gillooly's appointment to the position of Tax Assessor for the Township of Franklin, effective February 2, 2026 is hereby confirmed by the Township Council.

2. The term of the appointment shall be for a period of four (4) years, commencing July 1, 2026 and ending June 30, 2030.

3. Resolution #26-078 was duly adopted by the Township Council at a public meeting held on February 10, 2026 to appoint a part time Tax Assessor.

4. Certified copies of said Resolution shall be forwarded to the following: Director, Division of Taxation; Administrator, Board of Taxation; Township Manager and Tax Assessor.

5. All previous resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistency.

6. This resolution shall take effect immediately upon its adoption in accordance with law.

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** Resolution #26-078 was duly adopted by the Township Council at a public meeting

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – AUTHORIZE TAX/WATER TITLE LIEN REDEMPTIONS**

**WHEREAS**, at a sale of land for delinquent taxes and all liens held by the Collector of Taxes of Franklin Township, Somerset County, various blocks and lots were sold to the attached persons; and

**WHEREAS**, said property and/or liens have been redeemed by the owners thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption in the attached specific amounts;

**NOW, THEREFORE, BE IT RESOLVED** that the amounts covering the certificates of sale, together will all the charges due the said individuals at the time of redemption be and the same are hereby ordered refunded to the said individuals, and the proper officials of the Township of Franklin, Somerset County, New Jersey are hereby authorized and empowered to execute a voucher to the said individuals in the attached amounts.

| Lienhholder | Block | Lot | Qual | Cert.# | Premium | Amount | Total |
|---|---|---|---|---|---|---|---|
| GLIA Group, LLC | 34.08 | 9.01 | C0263 | 22-00030 | **18,000.00** | **22,496.91** | **40,496.91** |
| Pro Cap 8 FBO Firstrust Bank | 513.1 | 6 | | 25-00382 | **800.00** | **906.41** | **1,706.41** |
| RTLF-NJ II, LLC | 424.04 | 199 | | 25-00331 | **500.00** | **872.63** | **1,372.63** |
| **TOTALS** | | | | | **19,300.00** | **24,275.95** | **43,575.95** |

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**RESOLUTION – AUTHORIZE REFUND OF TAX AND WATER OVERPAYMENTS**

**WHEREAS,** there appears on the books of the Collector of Revenue, refunds due, resulting from Tax Overpayments; and

**WHEREAS,** refunds are to be made to the persons who have made these overpayments;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Treasurer of the Township of Franklin, Somerset County, be instructed to draw checks in the amounts covering the overpayments and to deliver said checks to the proper persons.

| BLOCK | LOT | QUAL | PROPERTY LOCATION | TYPE | AMOUNT |
|---|---|---|---|---|---|
| 20.07 | 19 | | Cristobal, Sabino A.<br>20 Champlain Way | TAX | $5,899.62 |
| 34.03 | 16.01 | C0207 | Title Evolution LLC<br>20 Crabapple La | TAX | $732.81 |
| 423.01 | 63 | | Kilpatrick, Kerry<br>1843 Amwell Rd. | TAX | $11,350.46 |
| 507.24 | 3 | | Philip Ackerman<br>380 Windfall Lane | TAX | $2,898.94 |
| 2818-0 | | | 32 Edward Drive | WATER | $2,488.24 |

**TOTAL TAX CHECKS: $20,881.83**
**TOTAL WATER CHECKS: $2,488.24**

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
KATHLEEN MOODY, Director of Revenue & Finance

**RESOLUTION – ADJUST WATER CHARGES AS A RESULT OF WATER LEAK HARDSHIPS**

**WHEREAS**, the below-mentioned property owners had unusually high-water charges; and

| | |
|---|---|
| **Account No.:** | 3533-293 |
| **Prop Location:** | 108 Commons Way |
| **Amount of credit:** | $200.44 |
| | |
| **Account No.:** | 12401-0 |
| **Prop Location:** | 41 Canterbury Cir |
| **Amount of credit:** | $1,247.61 |
| | |
| **Account No.:** | 13966-0 |
| **Prop Location:** | 110 Henley Dr. |
| **Amount of credit:** | $82.38 |
| | |
| **Account No.:** | 35658-0 |
| **Prop Location:** | 412 Breakers Lane |
| **Amount of credit:** | $401.55 |
| | |
| **Account No.:** | 6820-0 |
| **Prop Location:** | 182 Burns St. |
| **Amount of credit:** | $882.31 |
| | |
| **TOTAL CREDITS:** | **$2,814.29** |

**WHEREAS,** it has been determined that this high usage is the result of a hardship;

**NOW. THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey that the Collector of Revenue is hereby directed to adjust the aforesaid water charges to reflect the charges for said water paid by the Township to its bulk supplier.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

TOWNSHIP OF FRANKLIN
ENGINEERING DEPARTMENT

(X) Performance Bond
( ) Irrevocable Letter/Credit
( ) Maintenance Bond
( ) Other _____

(X) New
( ) Reduction
( ) Replacement

Date of Receipt by Engineering: 01-12-2021

Name of Applicant: DIAMOND INVESTORS + BUILDERS LLC

Address of Applicant: 3086 ROUTE 27 SUITE #12
KENDALL PARK, NJ 08824

Bond/Letter of Credit/Check: # 245

Insurance Company/Bank: MAGYAR BANK
KENDALL PARK, NJ 08824

Amount: $3925.00

Site Plan Docket# ZBA 19-00030 Block/Lot: 160/1.01

~~Subdivision~~ Docket # BRA 20-031 Location: 61 JULIET AVE

Contract _____

For: DRYWELL BOND

Received By: _____ Bonding Estimate Sheet Attached (Yes) or No

---

Received by Township Clerk: Date: 1/13/2021 Signature: _____

---

Released by Engineering: Date: _____ Signature: _____

**Diamond Investors & Builders LLC**
3086 Route 27 Suite #12
Kendall Park, NJ 08824

245

1-5- 2021 55-7091/2212

PAY TO THE ORDER OF TWP. OF FRANKLIN $ 3,925.00

THREE THOUSAND NINE HUNDRED TWENTY FIVE 00/100 DOLLARS

Security features are included. Details on back.

**Magyar Bank**
3050 Route 27
Kendall Park, NJ 08824

FOR DRYWELL DEPOSIT - 61 JULIET ST. _____ MP

⑈000245⑈ ⑆221270910⑆021 000 291 1⑈

TOWNSHIP OF FRANKLIN
ENGINEERING DEPARTMENT

Cash Escrow Deposits:
( ) Performance Guarantee
( ) Inspection Fees
( ) Monument Escrow
■ Plan Review
( ) Other _____

Fed ID# _____

Date of Receipt by Engineering: **11/12/2019**

Name & Address of Applicant: **DIAMOND INVESTOR & BUILDERS**

**3086 ROUTE 27, SUITE # 12**

**KENDALL PARK, NJ 08824**

Bank: _____

Amount(s): **$1500.00**

Check #'s **220**

Site Plan Docket# **ZBA-19-00030/ BRA-20-031**

Block(s) **160** Lot(s) **1.01**

Subdivision Docket#

Location: **61 JULIET AVENUE**

For: **PLAN REVIEW**

Received by: **JANIE DONG**

Received by Township Clerk: Date: _____ Signature: _____

Received by Finance: Date: _____ Signature: _____

TOTAL REMAINING ESCROW FEES: **$ 1 1 0 . 1 3**

Date: **1 / 2 7 / 2 0 2 6**

Signature: Polly Karmokar

| | Bd Atty | CME | Mark Healey | In-House |
|---|---|---|---|---|
| Charges | **$700.00** | $ | $ | **$689.87** |

Prepared By: **Polly Karmokar**

Date: **1 / 2 7 / 2 0 2 6**

TOWNSHIP OF FRANKLIN
ENGINEERING DEPARTMENT

(X) Performance Bond
( ) Irrevocable Letter/Credit
( ) Maintenance Bond
( ) Other _____

(X) New
( ) Reduction
( ) Replacement

Date of Receipt by Engineering: 01-12-2021

Name of Applicant: DIAMOND INVESTORS & BUILDERS LLC

Address of Applicant: 3086 ROUTE 27, SUITE #12
KENDALL PARK, NJ 08824

Bond/Letter of Credit/Check: # 244

Insurance Company/Bank: MAGYAR BANK
KENDALL PARK, NJ 08824

Amount: #4625.00

Site Plan Docket# ZBA 19-00031 Block/Lot: 62/3

~~Subdivision~~ Docket # BRA 20-030 Location: MARKET ST

Contract _____

For: DRYWELL BOND

Received By: _____ Bonding Estimate Sheet Attached Yes or No

---

Received by Township Clerk: Date: 1/12/21 Signature: _____

---

Released by Engineering: Date: _____ Signature: _____

**Diamond Investors & Builders LLC**
3086 Route 27 Suite #12
Kendall Park, NJ 08824

244

1-5-21 20 55-7091/2212

PAY TO THE ORDER OF TWP. OF FRANKLIN $4,625.00

FOUR THOUSAND SIX HUNDRED TWENTY FIVE 00/100 DOLLARS

Security features are included. Details on back.

**Magyar Bank**
3050 Route 27
Kendall Park, NJ 08824

FOR DRYWELL DEPOSIT - MARKET ST.

MP

⑈000244⑈ ⑆221270910⑆021 000 291 ⑈

**RESOLUTION - AUTHORIZE RELEASE OF PERFORMANCE GUARANTEES - DIAMOND INVESTORS + BUILDERS LLC – DOCKETS ZBA-19-00030/BRA-20-031 – DRYWELL BONDS & PLAN REVIEW ESCROW**

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

| | |
|---|---|
| Date Rec'd by Engineering: | 01-12-2021 |
| Name of Applicant: | Diamond Investors + Builders LLC |
| Address of Applicant: | 3086 Route 27, Suite #12, Kendall Park, NJ 08824 |
| Item: | Cash Bond |
| Docket: | ZBA-19-00030/BRA-20-031 |
| For: | Drywell Bond |
| Location: | Block 160/Lot 1.01 – Juliet Avenue |
| Amount: | $3,925.000 |

| | |
|---|---|
| Date Rec'd by Engineering: | 11/12/2019 |
| Name of Applicant: | Diamond Investors + Builders LLC |
| Address of Applicant: | 3086 Route 27, Suite #12, Kendall Park, NJ 08824 |
| Docket: | ZBA-19-00030/BRA-20-031 |
| Block/Lot | Block 160/ Lot 1.01 |
| For: | Plan Review Escrow |
| Location: | 61 Juliet Avenue |
| Balance Amount: | $110.13 |

| | |
|---|---|
| Date Rec'd by Engineering: | 01-12-2021 |
| Name of Applicant: | Diamond Investors + Builders LLC |
| Address of Applicant: | 3086 Route 27, Suite #12, Kendall Park, NJ 08824 |
| Item: | Cash Bond |
| Docket: | ZBA-19-00031/BRA-20-030 |
| For: | Drywell Bond |
| Location: | Block 62 /Lot 3 - MARKET STREET |
| Amount: | $4,625.00 |

**WHEREAS**, the Township Engineer, after inspection, recommends the release of the aforesaid Performance Guarantee in the aforesaid amount:

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset and State of New Jersey, that the aforesaid Performance Guarantee 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

# *Franklin Township*

## In Somerset County

**Certified and Encumbered as to**
**Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**RESOLUTION - AWARD BID - FRANKLIN TOWNSHIP POLICE DEPARTMENT SKYLIGHT REPLACEMENT (B25-025-ENG) - IN-LINE ARCHITECTURAL GLASS AND METAL INC - NOT TO EXCEED $118,000.00**

**WHEREAS**, the Township of Franklin advertised for bids for the Franklin Township Police Department Skylight Replacement (B25-025-ENG) in the Courier News on October 30, 2025, and posted the bid advertisement on the Township website starting that date; and

**WHEREAS**, bids were received for the project on December 11, 2025 at 11:00 a.m.; and

**WHEREAS**, the low bid for the project was submitted by In-Line Architectural Glass and Metal Inc of Fairfield, New Jersey in the amount of $118,000.00; and

**WHEREAS**, the next lowest responsible bid received was in the amount of $119,000.00; and

**WHEREAS**, the range of bids received and the comparison to the Engineer's estimate indicate that the object of competitive bidding has been achieved and favorable bids for the project have been received; and

**WHEREAS**, the consulting Engineer has reviewed the low bid and recommends award to In-Line Architectural Glass and Metal Inc; and

**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** by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that the bid for Franklin Township Police Department Skylight Replacement (B25-025-ENG) is hereby awarded to In-Line Architectural Glass and Metal Inc of Fairfield, New Jersey in an amount not to exceed $118,000.00; and

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk are hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be forwarded to the Chief Financial Officer, Township Engineer, and In-Line Architectural Glass and Metal Inc.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

# *Franklin Township*

## In Somerset County

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

| | |
|---|---|
| Date: | 2/10/2026 |
| Account No.: | C-04-55-21-4342-007 ($100,000.00) |
| | C-04-55-22-4363-008 ($18,000.00) |
| PO No.: | R2600038 |

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 118,000.00

**Base Total Amount Bid (in words):** One Hundred Eighteen Thousand Dollars and zero cents

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of New Jersey having its Principal office at 35 Plymouth Street, Fairfield NJ 07004

| | |
|---|---|
| In-Line Architectural Glass & Metal Inc. | [redacted] |
| Company | Federal I.D. # or last 4 digits Social Security # |
| 35 Plymouth Street, Fairfield NJ 07004 | |
| Address | |
| Eva Bozarov | Eva Bozarov |
| Signature of Authorized Agent | Type or Print Name |
| Treasurer | 12/11/25 |
| Title of Authorized Agent | Date |
| 973-255-4718 | office@in-lineagminc.com |
| Telephone Number | Email Address |
| 973-860-5534 | |
| Fax Number | |

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 119,000

**Base Total Amount Bid (in words):** One hundred nineteen thousand Dollars

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of New Jersey having its Principal office at 24 Cokesbury Road , STE 1 Lebanon, NJ 08833

D&E Window and Door, LLC
Company

[redacted]
Federal I.D. # or last 4 digits Social Security #

24 Cokesbury Road , STE 1 Lebanon, NJ 08833
Address

Signature of Authorized Agent

Greg Snyder
Type or Print Name

President
Title of Authorized Agent

12/11/2025
Date

908-903-1900
Telephone Number

greg@dewindowanddoor.com
Email Address

908-903-1909
Fax Number

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 119,000.00

**Base Total Amount Bid (in words):** One hundred and nineteen thousand and no cents.

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of New Jersey having its Principal office at 2490 N. Blue Bell Rd, Franklinville, NJ 08322

Imperial Glass & Door LLC
Company

[redacted]
Federal I.D. # or last 4 digits Social Security #

2490 N. Blue Bell Rd, Franklinville, NJ 08322
Address

Signature of Authorized Agent

Danielle Ennig
Type or Print Name

President
Title of Authorized Agent

12/9/2025
Date

856-466-1726
Telephone Number

danielle@imperialglassdoor.com
Email Address

N/A
Fax Number

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 137,450.00

**Base Total Amount Bid (in words):** One Hundred Thirty-Seven Thousand Four Hundred Fifty Dollars

The undersigned is a (Corporation) / (Partnership) / (Individual) under the laws of the State of New Jersey having its Principal office at 2083 Jacksonville Jobstown Road, Jobstown, NJ 08041

| | |
|---|---|
| Patriot Roofing, Inc. | [redacted] |
| Company | Federal I.D. # or last 4 digits Social Security # |
| 2083 Jacksonville Jobstown Road, Jobstown, NJ 08041 | |
| Address | |
| [signature] | Daniel Reilley |
| Signature of Authorized Agent | Type or Print Name |
| Vice President | December 11, 2025 |
| Title of Authorized Agent | Date |
| (609) 723-6688 | danreilley@patriotroof.com |
| Telephone Number | Email Address |
| (609) 723-6867 | |
| Fax Number | |

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 154,810.00

**Base Total Amount Bid (in words):** One Hundred, Fifty Four Thousand, Eight Hundred and Ten Dollars

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of New Jersey having its Principal office at 146G Sylvania Place, South Plainfield, NJ 07080

All Action Architectural Metal & Glass
Company

[redacted]
Federal I.D. # or last 4 digits Social Security #

146G Sylvania Place, South Plainfield, NJ 07080
Address

Signature of Authorized Agent

John Quinones
Type or Print Name

President
Title of Authorized Agent

12/11/2025
Date

732-738-6655
Telephone Number

Johnq@allactionglass.com
Email Address

N/A
Fax Number

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

## BID PROPOSAL FORM /SIGNATURE PAGE

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 168,000.00

**Base Total Amount Bid (in words):** One Hundred Sixty Eight Thousand Dollars

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

Principal office at 40 Henry Road, Newton NJ 07860

| | |
|---|---|
| Skopye LLC | [redacted] |
| Company | Federal I.D. # or last 4 digits Social Security # |
| 40 Henry Road, Newton NJ 07860 | |
| Address | |
| | Sasho Momiroski |
| Signature of Authorized Agent | Type or Print Name |
| Owner | 12/11/25 |
| Title of Authorized Agent | Date |
| 862-571-1455 | skopyebids@gmail.com |
| Telephone Number | Email Address |
| n/a | |
| Fax Number | |

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

Township of Franklin
Police Department Skylight Replacement
CED Project No: 25008594A
Bid 9/30/2025

**BID PROPOSAL FORM /SIGNATURE PAGE**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT**
**SKYLIGHT REPLACEMENT**
**B25-025-ENG**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications. 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 following:

# LUMP SUM

**Base Total Amount Bid - : $** 199,000.—

**Base Total Amount Bid (in words):** One hundred ninety nine thousand dollars.

The undersigned is a ~~(Corporation)~~ – LLC. (Partnership) (Individual) under the laws of the State of NJ. having its

Principal office at 70 Beechwood Ave. W.L.B NJ 07764

George Kousta plb. + Constr. LLC. [redacted]
Company Federal I.D. # or last 4 digits Social Security #

70 Beechwood Ave. W.L.B NJ 07764
Address

George Kousta George Kousta
Signature of Authorized Agent Type or Print Name

owner 12-2-25
Title of Authorized Agent Date

732-571-1148 georgekoustas@comcast.net
Telephone Number Email Address

—
Fax Number

***NOTE: In case of discrepancy, the amount shown in words shall govern.***

**RESOLUTION - AWARD NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT – INTEGRITY HEALTH, LLC - ADMINISTRATIVE SERVICES IN CONNECTION WITH HEALTH CARE SERVICES (MC-NF-0036–26) - CY2026 - AMOUNT NOT TO EXCEED $335,000.00**

**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 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**, Integrity Health 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 Integrity Health LLC 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:** | Integrity Health, LLC. |
| **ADDRESS:** | 76 West Gilbert Street<br>Red Bank, NJ 07701 |
| **SERVICE:** | Health Care Services |
| **TERM:** | January 1, 2026 to December 31, 2026 |
| **CONDITIONS:** | |

Scope of Services include:

- Integrity Health shall manage and provide through selected Service Vendors the services for and shall assist Client in the administration of the Plan. More specifically, Integrity Health may provide the following services with the concurrence of the Township:
- Administrative Services on behalf of and with the concurrence of the Township:
- Be engaged in and support the Client in the ongoing development and implementation of the services under the Plan.
- Advise and participate in the selection of and ongoing performance of providers of administrative services in connection with the day-to-day operation of the Plan, including COBRA administration and payment of appropriate governmental health plan surcharges.
- Advise and participate in the selection of, negotiating Agreements for access to, monitoring and supervising operations of high-quality provider networks and claim processors for the provision of medical and prescription drug services for the Plan.
- Advise with respect to stop-loss insurance and/or excess loss coverage for the Township in connection with the Plan.
- Advise and participate in the preparation of enrollment and program descriptive materials outlining the Plan, including updates in accord with Client directed and negotiated Agreements.
- Advise and participate in preparation and maintenance of appropriate databases relative to the Plan.
- Advise and participate in preparation and maintenance of appropriate reports relative to its services and those provided by Service Vendors in connection with the Plan in the standard format of Integrity Health.
- Advise and participate in conducting enrollment and such ongoing meetings with Covered Persons as Integrity Health and Client deem appropriate for the implementation and day-to-day operation and administration of the Plan.
- Advise and participate in the execution of all documents required to be signed by Covered Persons in connection with PHCFRN.
- Advise and participate in designing, developing and providing access to a user-friendly secure website for Client and Covered Persons to utilize in connection with the day-to-day operation and administration of PHCFRN.
- Advising and participating in monitoring the performance of the Service Vendors and such other entities providing services to the Plan as Client and Integrity Health agree upon.
- Advising and participating in the negotiations with all Service Vendors, including the provider of any Stop-Loss Insurance, with respect to the renewal of their services.
- Recommending changes to the Plan, both with respect to plan design and with respect to those entities providing services to the Plan.

Total cost of all services provided in 2026 not to exceed $335,000.00

# *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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

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

| | |
|---|---|
| Date: | 2/10/2026 |
| Account No.: | 6-01-23-00-0220-092 |
| PO No.: | TBD |

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**RESOLUTION - EXTEND COMPETITIVE CONTRACT - CONSULTING SERVICES TO ADMINISTER COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (MC-COM-0007-25) - ASPI CONSULTING SERVICES - AMOUNT NOT TO EXCEED $55,000 (YEAR 2)**

**WHEREAS,** the Township Council of Franklin Township, County of Somerset, New Jersey, by Resolution #24-401 adopted on December 10, 2024, awarded a competitive contract to ASPI Consulting Services, 103 Coolidge Avenue, Edgewater Park, NJ 08010, for Consulting Services to Administer Community Development Block Grant Program (MC-COM-0007-25); and

**WHEREAS,** said contract was awarded for a twelve (12) month term with up to four (4) additional twelve (12) month extensions at the existing terms and conditions if mutually acceptable to the Township and Vendor in accordance with the Request for Proposals for Consulting Services to Administer Community Development Block Grant Program and the Response submitted by ASPI Consulting Services; and

**WHEREAS,** the cost of the contract is $55,000.00 per year as stated in the December 3, 2024 Response submitted by ASPI Consulting Services; and

**WHEREAS,** the Township desires to extend the contract with ASPI Consulting Services for an additional twelve (12) month term (Year 2) at the same terms and conditions; and

**WHEREAS,** ASPI Consulting Services has agreed to continue providing said services under the same terms and conditions; and

**WHEREAS,** the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available, and the Municipal Attorney has reviewed the attached certificate of the Chief Financial Officer and is satisfied that said certificate is in proper form;

**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 contract with ASPI Consulting Services, 103 Coolidge Avenue, Edgewater Park, NJ 08010, for Consulting Services to Administer Community Development Block Grant Program (MC-COM-0007-25) is hereby extended for an additional twelve (12) month term (Year 2) at the same terms and conditions as set forth in Resolution #24-401 and the December 3, 2024 Response submitted by ASPI Consulting Services.

2. The cost of the extended contract for Consulting Services to Administer Community Development Block Grant Program (MC-COM-0007-25) for Year 2 shall not exceed $55,000.00 as stated in the December 3, 2024 Response submitted by ASPI Consulting Services.

3. The Mayor and the Township Clerk are authorized to execute all necessary documentation to effectuate this contract extension on a form approved by the Township Attorney.

4. The Township Clerk shall publish a notice in the official newspaper of the Township summarizing the extension of contract in accordance with the requirements of N.J.S.A. 40A:11-4.5(g).

# *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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

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

| | |
|---|---|
| Date: | 2/10/2026 |
| Account No.: | G-02-41-25-8025-464 |
| PO No.: | R2600075 |

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**RESOLUTION – AUTHORIZE GRANT SUBMISSION – 2026 LOCAL RECREATION IMPROVEMENT GRANT (LRIG) – GROSSO'S GROVE IMPROVEMENTS- $75,000.00**

**WHEREAS,** the Township of Franklin, County of Somerset, State of New Jersey, is committed to providing quality recreational facilities and opportunities for all residents, including senior citizens; and

**WHEREAS,** the State of New Jersey Department of Community Affairs offers the Local Recreation Improvement Grant (LRIG) program to assist municipalities in developing and improving local recreational facilities; and

**WHEREAS,** Grosso's Grove is an existing Township property that has the potential to be developed into a usable outdoor gathering space for seniors and residents of all ages; and

**WHEREAS,** the Township desires to improve Grosso's Grove by constructing a shade structure that will provide an accessible, shaded area for outdoor gatherings while maintaining the natural landscape that currently exists; and

**WHEREAS,** applying for the 2026 Local Recreation Improvement Grant (LRIG) will provide the Township an opportunity, if awarded the grant, to develop Grosso's Grove into a usable space for seniors to gather in the outdoors in an accessible, shaded area; and

**WHEREAS,** the proposed construction of a shade structure will allow all ages to use this facility while maintaining the natural landscape that currently exists; and

**WHEREAS,** the Township Council finds it to be in the best interests of the Township and its residents to authorize the submission of a grant application to the New Jersey Department of Community Affairs for the 2026 Local Recreation Improvement Grant in the amount of $75,000.00 for improvements to Grosso's Grove.

**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 Council hereby authorizes the submission of a grant application to the New Jersey Department of Community Affairs for the 2026 Local Recreation Improvement Grant (LRIG) in the amount of $75,000.00 for improvements to Grosso's Grove, including the construction of a shade structure and related site improvements.
2. The Township Council hereby commits to provide any required matching funds or in-kind contributions as may be required by the grant program, subject to appropriation and availability of funds.
3. If the grant application is approved, the Mayor and Township Clerk are hereby authorized to execute a grant agreement with the New Jersey Department of Community Affairs and any other documents necessary to accept and implement the grant, subject to review and approval by the Township Attorney.
4. A copy of this resolution shall be filed with the grant application as evidence of the Township's authorization and commitment to the project.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION - AUTHORIZE GRANT SUBMISSION – 2026 LOCAL RECREATION IMPROVEMENT GRANT (LRIG) – GROSSO'S GROVE IMPROVEMENTS- $75,000**

**WHEREAS,** The New Jersey Department of Community Affairs (DCA) announced that applications are being accepted for the Local Recreation Improvement grant; and,

**WHEREAS,** The Township Council of the Township of Franklin, County of Somerset, State of New Jersey recognizes the value of continued development of recreational spaces within the Township; and,

**WHEREAS,** The Township has identified a need to re-develop Grosso's Grove located next to the Senior Community Center and;

**WHEREAS,** This space and the improvements proposed will provide an accessible location for all ages to gather and socialize in a passive recreational setting.

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Franklin, County of Somerset, State of New Jersey hereby recognizes the following: The Township Council does hereby authorize submission of the Local Recreation Improvement Grant in the amount of $75,000.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION - RESOLUTION OF THE TOWNSHIP OF FRANKLIN REGARDING THE ENDORSEMENT OF ADULT USE CANNABIS PROGRAM IN NEW JERSEY**

**WHEREAS**, on January 18, 2010, Governor Jon Corzine signed the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. 24:61-1 et seq., which provided for the legalization of medical marijuana and creation of a program to allow persons suffering from qualifying debilitating medical conditions to obtain medical marijuana in a safe, timely, and compassionate manner; and

**WHEREAS**, in 2018, the State of New Jersey amended its regulatory scheme to expand the scope of citizens to whom medical marijuana may be prescribed and to make medical marijuana more accessible and available to many of the citizens who need it; and

**WHEREAS**, on November 3, 2020, the Marijuana Legalization Amendment was approved by voters in New Jersey, which legalized the possession and use of cannabis for residents twenty-one years of age or older; and

**WHEREAS**, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

**WHEREAS**, Franklin Township endorses the adult use cannabis program in the State of New Jersey; and

**WHEREAS** Franklin Township supports the safe and appropriate siting of facilities for the cultivation, manufacturing, preparation, and packaging of cannabis items within the Township's B-I Business and Industry Zone, where such facilities are permitted pursuant to Township of Franklin, County of Somerset Ordinance 4340-21, adopted by the Township Council on July 22, 2021, to the extent consistent with applicable state and local statutes, rules, regulations, and ordinances; and

**WHEREAS** Franklin Township has not imposed any limits on the number of cannabis cultivators and/or manufacturers that may operate in the B-I Business and Industry Zone.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council, Township of Franklin, supports the safe and appropriate siting of cannabis cultivation and manufacturing facilities within the Township's B-I Business and Industry Zone to the extent consistent with applicable state and local statutes, rules, regulations, and ordinances and supports all the companies and individuals that the Township's Planning Director (Mark Healey) will provide support letters to those whom have expressed an interest in siting such cannabis cultivation, distribution, wholesaling, delivery and manufacturing facilities within Franklin Township's B-I Business and Industry Zone.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – AWARD NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT - LEW ENVIRONMENTAL SERVICES - PERFORM LEAD-BASED PAINT INSPECTIONS PURSUANT TO P.L.,2021,C.182**

` **WHEREAS,** pursuant to P.L. 2021, c.182, all municipalities are now required with certain exceptions to inspect every single-family, two-family and multiple dwellings located within the municipality at tenant turnover for lead-based paint hazards; and

**WHEREAS,** the Township of Franklin has a need for a professional administrative and testing service to satisfy its obligations to perform lead paint inspections of township rental units pursuant to N.J.A.C. 5:28A; and

**WHEREAS,** LEW Environmental Services LLC, 181 US Hwy 46, Mine Hill, NJ 07803, has submitted a proposal to provide the required administrative and testing services; and

**WHEREAS,** the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing an appointment for the performance of "Professional Services" without public bids must be publicly advertised; and

**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 Council hereby authorizes the Mayor to enter into an agreement with LEW Environmental Services LLC, 181 US Hwy 46, Mine Hill, NJ 07803, to perform lead-based paint administrative and testing services as required by P.L. 2021, c.182.
2. This agreement is awarded as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a) as a professional service.
3. The term of this agreement shall be for one (1) year from the date of execution, with the option to renew for additional one-year terms subject to approval by the Township Council and availability of funds.
4. A copy of this resolution shall be published in the official newspaper of the Township in accordance with the Local Public Contracts Law within ten (10) days of its passage.
5. A notice of this action shall be printed once in the official newspaper of the Township as required by N.J.S.A. 40A:11-5.
6. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

181 US Hwy 46
Mine Hill, NJ 07803
(908) 654-8068
(800) 783-0567
www.lewenvironmental.com

# PROPOSAL/CONTRACT
# Professional Services- Staffing
# from a NJ Department of Community Affairs
# Certified Lead Evaluation Contractor
# Proposal Number 4951

## *Client Information*

Vincent Dominach
Franklin Township Somerset County
475 Demott Ln
Somerset, NJ 08873
Phone: 732-873-2500
Email vincent.dominach@franklinnj.gov

## *Site Information*

Franklin Township, NJ

## *Background*

The above mentioned municipality is requesting a proposal for a Professional Services Agreement for Staffing to support management of lead testing of rental units of Franklin Township, NJ to comply with NJAC 5:28A.

## *Scope of Services*

**Staffing Support for Visual Inspection Program**

The municipality is managing a program to ensure compliance lead testing for rental units as per NJAC 5:28A. LEW Environmental Services, LLC will support the program through providing staffing and technology to:

- Reach out to property owners to notify them about the law and compliance
- Provide online and personnel for property owners to schedule services
- Provide visual lead inspections, dust wipe sampling, XRF inspections if the property owner would like the option of being lead free, and post remediation/clearance inspections
- Bill and collect payments for the inspections, as well as any municipal and state fee required
- Provide the municipality to a portal that contains all real-time data and record keeping required to be in compliance with the act (inspection schedules, inspection results, tenant turnover, lead-safe certifications)

**Staffing Support Process**

The municipality will provide to LEW Environmental Services LLC. (LEW) a listing of all contact information associates with the rental units requiring visual assessment to comply with NJAC 5:28A. In addition, the municipality will provide LEW with a letter stating that LEW has been contracted to provide service at defined rates and maintain required information on behalf of the municipality.

LEW will reach out to all units to educate them on the law, requirement, and schedule services. LEW will perform the Visual Assessment Services or Dust Wipe Sampling, as required by NJDCA method of inspection list, and bill the owner of the units for the services. LEW will maintain in its proprietary database a listing of all rental units, the status of compliance, the results of the initial assessment, and the status of remediation, if required. LEW will provide the municipality a monthly reporting documenting the status of each rental unit.

There is no direct fee to the municipality from LEW, all fees are billable and payable to the property owner.

**Scope of Services: Visual Inspections**

LEW Environmental Services LLC. (LEW) hereby proposes to furnish all the materials and perform all the labor necessary for the completion of a visual assessment to comply with NJAC 5:28A in the dwelling unit(s) and a common area. Exteriors will not be included in assessment per NJAC 5:28A. Visual assessment will be performed in accordance with the HUD Guidelines and regulations at 42 U.S.C. § 4851b. If no deteriorated paint (presumed hazards) is noted, a Lead-safe certification will be issued per NJAC 5:28A. If deteriorated paint (presumed hazards) is noted, a Lead-safe certification will NOT be issued per NJAC 5:28A. Deteriorated paint will be required to be addressed by abatement or interim controls, followed by a post-remediation inspection with dust wipes (additional site visit and dust wipe fees will apply).

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

## *Property Owner Fees, Interest, and Changed Circumstances*

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount:

**Visual Inspection per unit: $250.00**

***An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual inspections for an additional $150.00 per unit.** An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

**Post Remediation Inspection/Clearance: $295.00 per unit including dust wipe samples.**

**Mailers/Postcards to Landlords (If requested): $1.10 per unit**

**Report will be digitally delivered ten (10) business days after all sample results are received from the lab. If no samples were taken, the report will be digitally delivered ten (10) business days after the site visit.**

LEW's pricing includes report delivery in a digital format. Hard copies will be provided for an additional fee of $50.00.

**Incidentals:** All incidentals not specifically stated in LEW's "Scope of Services" above, will be invoiced at cost plus 10%.

**Payment Terms, Interest, and Costs of Collection: Net, 0, 18%** Payment for services are due upon completion of work. Unpaid balance shall be subject to an additional charge at the rate of 1-1/2% per month, or the maximum permitted by law, from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Property Owner shall reimburse LEW for all attorney's fees and costs related to collection of overdue payments. The Property Owner shall remain obligated to pay LEW for the services even though the test results or report produced by LEW may contain conclusions unfavorable to the Client's interests.

**Credit Card Security:** Credit card security (Visa or MasterCard) is required on all LEW projects prior to mobilization. Credit cards will not be charged until completion of services as detailed in this Contract. If Property Owner prefers to pay by other means, such payments must be made prior to completion of our on-site visit. **3% fee will be charged on all credit card payments.**

**Changed Circumstances, Additional Work, and Additional Fees:** LEW will not be responsible for encounters revealing additional work that may affect the Scope of Services and pricing. LEW reserves the right to amend the Scope of Services and pricing if circumstances change. Should additional services be requested by the Client and/or additional services be recommended by LEW to further delineate the environmental issue being evaluated or be required to further remedy the problem identified in the Scope of Services. LEW will request a change order where circumstances change. No additional work shall be performed without the issuance of a written change order signed by the Client.

Respectfully submitted this day on behalf of LEW: 10/16/2025
Per: Jessica Pacheco Arteaga

## *Arbitration of Disputes*

Client hereby agrees that any and all disputes arising out of or related to this Contract including, but not limited to, disputes concerning breach of contract, express and implied warranties, representations and/or omissions, personal injuries, and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance

with the rules and procedures, as applicable, of the American Arbitration Association ("AAA") or its successor or an equivalent organization selected by LEW. In addition, Client agrees that Client may not initiate any arbitration proceeding for any Claim(s) unless and until Client has first given LEW specific written notice of each claim (at 181 US Hwy 46, Mine Hill, NJ 07803) and given LEW a reasonable opportunity after such notice to cure any default. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1, et seq. and shall survive completion of the Services described herein.

## *Additional Terms & Conditions*

- **Contract** - This document and any attachments constitute the entire contract and agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Contract. This document and any attachments shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like documents. The parties may only amend this Contract by a written document duly executed by both parties.
- **Warranty** - LEW warrants that its services will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). LEW shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Contract. No other warranty or representation, expressed or implied, is included or intended and all implied warranties are disclaimed.
- **Liability Limits and Disclaimer**– The Client agrees that LEW's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, LEW's negligence, errors, omissions, strict liability, breach of contract, breach of any statute (including consumer fraud statutes), or breach of warranty shall not exceed LEW's total fee under this Contract or $25,000, whichever is less. In no event shall LEW be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Contract. .
- **Force Majeure** - LEW will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- **Unforeseen Occurrences** - LEW shall not be responsible for any damages or losses resulting from unforeseen occurrences beyond reasonable control of LEW or acts of God; Defective plans, specifications, drawings or verbal communications provided by Client; Discoveries or events that occur and could not be reasonably anticipated due to limitations of the scope of the work and where due diligence was performed in avoiding such events.
- **Indemnity** - LEW has neither created nor contributed to the creation or existence of any hazardous, pollutant, irritant, radioactive, toxic, or otherwise dangerous substance or condition on site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss which may be caused by exposures to such substances or conditions. Furthermore, Client agrees to defend, indemnify, and hold LEW harmless from any claim, liability, loss, cost, or expense (including attorneys' fees) arising from or related to LEW's services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of LEW, its employees, officers and agents.
- **Termination** - This Contract may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The Client shall compensate LEW for services performed prior to termination and for prior authorized commitments made by LEW on the Client's behalf.
- **Governing Law** - The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.
- **Invalid Terms** - If any of the terms and Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- **LEW Reliance** - Unless otherwise specifically indicated in writing, LEW shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed.

This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW's written authorization.

**Length of Proposal:** It is understood that this proposal is valid for a term of forty- five (45) days, unless otherwise extended in writing by LEW.

## *ACCEPTANCE OF PROPOSAL/CONTRACT*

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW is authorized to do the services as specified. Payment will be made as outlined above.

# Proposal Number 4951

## Property Block and Lot numbers are required for Lead Certificates.

**Accepted by:**_____ **Date:**_____

**Accepted by LEW:** Jessica Pacheco Arteaga **Date:** 1/29/2026

### *Client Information* *Use Client Info*

Vincent Dominach
Franklin Township Somerset County
475 Demott Ln
Somerset, NJ 08873
Phone: 732-873-2500
Email vincent.dominach@franklinnj.gov

### *BILLING/INVOICING INFO*

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

**TOWNSHIP OF FRANKLIN, SOMERSET COUNTY**
**ORDINANCE NO. 4432-24**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY WITH THE ADDITION OF A NEW CHAPTER 153, ENTITLED LEAD-BASED PAINT INSPECTIONS**

**SUMMARY**

An ordinance amending the Municipal Code of the Township of Franklin with a new Chapter 153, Lead-Based Paint Inspections as required by P.L. 2021, c. 182 which states municipalities are required to inspect single-family, two-family, and multiple rental dwellings located within the municipality with certain conditions.

**WHEREAS**, pursuant to P.L. 2021, c.182, municipalities are now required to inspect single-family, two-family, and multiple rental dwelling located within the municipality; and

**WHEREAS**, it is in the best interests of the residents of the Franklin Township to amend the Township's Administrative Code to require inspections for lead-based paint in residential rental dwellings to conform to New Jersey State law; and

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Franklin, County of Somerset. State of New Jersey that:

**SECTION I**

Chapter 153 to be known as "Lead-Based Paint Inspections." is hereby added to the Administrative Code of the Township of Franklin and shall read as follows:

**Chapter 153 Lead-Based Paint Inspections.**

**§153-01 Definitions.**

**Lead Abatement** – Measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by the Commissioner of Community Affairs in compliance with standards promulgated by the appropriate federal agencies.

**Dust Wipe Sampling** – A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development.

**Lead Evaluation Contractor** – A person certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq.

**Lead-based Paint Hazard** - Any condition that causes exposure to lead from lead-contaminated dust or soil or lead-contaminated paint that is deteriorated or present in surfaces that would result in adverse human health effects.

**Visual Assessment** – A visual examination for deteriorated paint or visible surface dust, debris, or residue.

**Tenant turnover** - The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

**§153-2 Inspections.**

A. A lead evaluation contractor retained by the Township shall inspect single-family, two-family, or multiple rental dwelling located in the Franklin Township for lead-based paint hazards through visual assessment and/or dust wipe sampling in accordance with N.J.S.A. 52:27D-437.1 et seq.

B. In lieu of having the dwelling inspected by the Township's lead evaluator, a dwelling owner or landlord may directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.1 et seq.

C. In accordance with N.J.S.A. 52:27D-437.16(c), a dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit meets any of the following criteria:

1) Has been certified to be free of lead-based paint.

2) Was constructed after 1978.

3) Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least ten (10) years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.).

4) Is a single-family or two-family seasonal rental dwelling which is rented for less than six months duration each year by tenants that do not have consecutive lease renewals.

5) Has a valid lead-safe certification.

D. The owner, landlord, and/or agent of a single-family, two-family, or multiple rental dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three (3) years, or at tenant turnover, whichever is earlier.

E. If lead-based paint hazards are identified, then the owner, landlord, and/or agent of the dwelling shall remediate the lead-based paint hazard using lead abatement or lead-based control methods in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Township's lead evaluation contractor shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

F. If no lead-based paint hazards are identified, then the Township's lead evaluator shall certify the dwelling as lead-safe on a form prescribed by the Department of Community Affairs, which shall be valid for two (2) years.

G. Pursuant to N.J.S.A. 52:27D-437.16(e), property owners shall:
1) Provide evidence of valid lead-safe certification and the most recent tenant turnover at the time of the cyclical inspection

2) Provide evidence of a valid lead-safe certification obtained pursuant to this Section to new tenants of the property at the time of tenant turnover unless not required to have had an inspection by a lead evaluation contractor or permanent local agency pursuant to §103-2(C) of this Chapter.

3) Maintain records of lead-safe certification, which shall include name(s) of the unit tenant(s), if inspection was conducted during a period of tenancy.

H. Fees.

1) The fee per dwelling unit for a visual inspection and/or dust wipe sampling inspection performed by the Township's lead evaluation contractor shall be designated within Chapter 180 (Fees) to include a Township administrative fee, and in accordance with N.J.S.A. 52:27D-437.16(h), an additional Department of Community Affairs fee per dwelling unit inspected by the Township's lead evaluation contractor or the owner's private lead evaluation contractor, unless the owner demonstrates that the Department of Community Affairs has already assessed their fee. If the visual inspection or dust wipe fails, it shall cost an additional fee per wipe for subsequent tests administrative fee as designated in Chapter 180.

**§153-3 Violations.**

Penalties for violation of Chapter 153 shall be as follows:

A. If a property owner has failed to conduct the required inspection or initiate any remediation as required by N.J.S.A. 52:27D-437.1 et seq. the owner shall have 30 days to cure the violation.

B. If a property owner fails to cure the violation after 30 days, the property owner shall be subject to a penalty not to exceed $1,000.00 per week until the required inspection has been conducted or remediation efforts have been initiated.

**SECTION II**

If any section, paragraph, subsection, clause, or provision of this Amendment shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

**SECTION III**

If any ordinances or parts thereof conflict with the provisions of this Ordinance those provisions shall be repealed to the extent of such conflict.

**SECTION IV**

This Ordinance shall take effect upon passage and publication in accordance with applicable law.

**ORDINANCE NO. 4432-24**

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

| | |
|---|---|
| Introduced: | 03/26/2024 |
| Published: | 03/29/2024 |
| Public Hearing: | 04/09/2024 |
| Adoption: | 04/09/2024 |
| Published: | 04/12/2024 |
| Effective: | 05/02/2024 |

_____

Ann Marie McCarthy, RMC, CMC, Township Clerk

**RESOLUTION - AUTHORIZE REFUND FOR CONSTRUCTION WATER METER ESCROW**

**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**: | Rainbow G&J Printing LLC |
| **Address:** | PO Box 392, Martinsville, NJ 08836 |
| **Check #:** | 8157 |
| **Amount Deposited**: | $1,000.00 |
| **Amount to be Deposited in Water Account:** | |
| **For Service Charge & Water Usage**: | $ 114.76 |
| **Amount to be Refunded**: | $ 855.24 |

| | |
|---|---|
| **Applicant**: | Cal-Sterling LLC |
| **Address:** | 50 E. Mt. Pleasant Avenue, Livingston, NJ 07039 |
| **Check #:** | 2061058 |
| **Amount Deposited**: | $3,000.00 |
| **Amount to be Deposited in Water Account:** | |
| **For Service Charge & Water Usage**: | $1,547.83 |
| **Amount to be Refunded**: | $1,452.17 |

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**RESOLUTION - AUTHORIZE STORMWATER DETENTION FACILITY MAINTENANCE AGREEMENT – AWAKENING DAWN, LLC (C/O STEPHEN SLIWKA) - BLOCK 507.28, LOTS 13.02 & 13.03 - 163 & 165 CEDAR GROVE LANE -MAINTENANCE OF SMALL-SCALE INFILTRATION BASIN (IB-1) & PERVIOUS PAVING SYSTEM (PP-1)**

**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 Awakening Dawn, LLC (c/o Stephen Sliwka) for property located in the Municipality and designated on the Tax Map of the Township as Block 507.28, Lots 13.02 & 13.03 also known as 163 & 165 Cedar Grove Lane in connection with the approved plan of the Development prepared by Van Cleef Engineering Associates, LLC, including an the maintenance of one (1) small-scale infiltration basin (1B-1) located along the western property line, and one (1) pervious paving system (PP-1) located within the shared driveway in connection with minor subdivision approval with C variances from the Planning Board for subdivision of one (1) five (5) acre parcel into three (3) parcels, together with associated variances as per Docket #PLN-21-00015 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION - AUTHORIZING THE EXECUTION OF A DEVELOPER AGREEMENT WITH DUNBAR HOMES, INC. - BLOCK 85, LOT 59.04 - INTERSECTION OF HEMPSTEAD DRIVE AND ROUTE 27**

**WHEREAS,** the Township of Franklin is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the "Fourth Round" (covering the period from July 2025 through July 2035); and

**WHEREAS,** Dunbar Homes, Inc., a New Jersey corporation having its offices at 820 Morris Turnpike, Short Hills, New Jersey 07078 (the "Developer"), is the owner of real property located in the Township identified as Block 85, Lot 59.04 on the Township Tax Map and located at the intersection of Hempstead Drive and State Highway 27 (the "Property"); and

**WHEREAS,** the Developer is desirous to construct an inclusionary development consisting of a total of fifty-five (55) residential leasehold apartment units contained in a total of four (4) buildings, forty-four (44) of which shall be market-rate units and eleven (11) of which shall be affordable to low- and moderate-income households (the "Project"); and

**WHEREAS,** the Project's affordable units shall include an income and bedroom distribution consisting of five (5) moderate-income units (1 one-bedroom, 3 two-bedrooms, 1 three-bedroom) and six (6) low-income units, including two (2) very low-income units (1 one-bedroom and 1 two-bedroom) and four (4) low-income units (2 two-bedrooms and 2 three-bedrooms); and

**WHEREAS,** the Township and the Developer are interested in cooperating to provide for enhanced affordable housing opportunities in the Township, and to this end have negotiated a Development Agreement setting forth the terms and conditions whereby the Township may obtain credit for affordable houses constructed by the Developer and Developer may receive the benefits of municipal cooperation in furtherance of the development of the Property; and

**WHEREAS,** the Development Agreement provides that the Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with the Agreement and applicable affordable housing regulations; and

**WHEREAS,** the Development Agreement requires the Township to adopt a rezoning ordinance for the Property in order to permit the development of the Project as a permitted use; and

**WHEREAS,** the affordable dwelling units shall be constructed, marketed, leased, and maintained in accordance with the Uniform Housing Affordability Controls ("UHAC") and any applicable regulations or legislation governing affordable housing in the State of New Jersey; and

**WHEREAS,** the Township Council has reviewed the proposed Development Agreement and finds that it is in the best interests of the Township and its residents to enter into said Agreement.

**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 Council hereby approves the Development Agreement by and between the Township of Franklin and Dunbar Homes, Inc., a copy of which is attached hereto and made a part hereof.

2. The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the Township of Franklin, and the Township Clerk is authorized to attest to the Mayor's signature and affix the municipal seal thereto.

3. The Township Council acknowledges that the Development Agreement contemplates the adoption of a rezoning ordinance for the Property located at Block 85, Lot 59.04, which rezoning ordinance shall be considered for adoption on or before March 15, 2026.

4. The Township Council acknowledges that the Project consists of fifty-five (55) residential leasehold apartment units, of which eleven (11) units (20%) shall be designated as affordable housing units restricted for lease to low- and moderate-income households in accordance with UHAC and applicable affordable housing regulations.

5. The Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with the Development Agreement and applicable affordable housing regulations.

6. The Mayor, Township Manager, Township Attorney, Municipal Housing Liaison, and other appropriate Township officials are hereby authorized to take all actions necessary to implement the terms of the Development Agreement and to cooperate with the Developer in furtherance of the Project.

7. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**Dunbar Homes, Inc.**

**("Developer")**

**AND**

**THE TOWNSHIP OF FRANKLIN**

**("Township")**

**Dated: _____, 2026**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made as of the _____ day of _____, 2026, by and between the **Dunbar Homes, Inc.**, a New Jersey limited liability company organized under the laws of the State of New Jersey, having its offices at 820 Morris Turnpike, Short Hills, New Jersey 07078 (the "Developer"), and the **TOWNSHIP OF FRANKLIN**, a public body corporate and politic of New Jersey, having its principal office at Municipal Building located at 475 DeMott Lane, Somerset, New Jersey 08873 (the "Township"), and

**W I T N E S E T H:**

**WHEREAS**, for purposes of this Agreement, "Developer" shall mean Dunbar Homes, Inc., a New Jersey corporation, and any permitted successor or assignee; and

**WHEREAS**, The Township is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the "Fourth Round" (covering the period from July 2025 through July 2035); and

**WHEREAS,** the Township and the Developer are interested in cooperating to provide for enhanced affordable housing opportunities in the Township; and

**WHEREAS**, the Developer is the owner of real property located in the Township identified as Block 85, Lot 59.04 on the Township Tax Map and located at the intersection of Hempstead Drive and State Highway 27 (the "Property"); and

**WHEREAS**, the Developer is desirous to construct an inclusionary development consisting of a total of fifty-five (55) residential leasehold apartment units contained in a total of four (4) buildings, forty-four (44) of which shall be market-rate units and eleven (11) of which shall be affordable to low- and moderate-income households (the "Project"), consistent with the Concept Plan prepared by Carroll Engineering dated December 8, 2025, a true copy of which is attached hereto as **Exhibit A** (the "Concept Plan"); and

**WHEREAS**, the Project's affordable units shall include an income and bedroom distribution as follows:

- 11 Affordable Units
    - 5 Moderate Income Units
        - 1 one-bedroom; 3 two-bedrooms; 1 three-bedrooms
    - 6 Low-Income Units
        - Very low-income units –1 one-bedroom and 1 two-bedroom

Low-income units –2 two-bedrooms and 2 three-bedrooms **WHEREAS**, the Township has agreed to adopt a rezoning ordinance for the Property in the form attached hereto as **Exhibit B** (the "Rezoning Ordinance") in order to permit the development of the Project as a permitted use.

**THEREFORE,** it is the intent of this Agreement to set forth the terms and conditions whereby the Township may obtain credit for affordable houses constructed by the Developer and Developer may receive the benefits of municipal cooperation in furtherance of the development of the Property.

## I. Background

The Developer is the owner of Property and plans to construct a total of fifty-five 55 dwelling units on the Property, eleven (11) of which will conform to the requirements set forth by New Jersey statutes and regulations with respect to affordability for low- and moderate-income households, maintenance of affordability, and conformance with rental pricing requirements, including, without limitation, the Uniform Housing Affordability Controls ("UHAC") and any applicable regulations or legislation governing affordable housing in the State of New Jersey. The Property covered under this Agreement shall be governed by declarations and covenants to memorialize the affordable housing restrictions set forth herein. The Township and the Developer specifically agree to a deed restriction whereby the Properties will be held as affordable units for a period of 40 years along with language in each lease that corresponds to the 40-year restriction.

The Developer shall undertake the rental selection process in conformance with applicable rules and regulations, such that each selected family tenant is qualified in accordance with the Uniform Housing Affordability Controls ("UHAC") and any applicable regulations or legislation governing affordable housing in the State of New Jersey, and is therefore eligible for inclusion in the

Township's Affordable Housing Plan. The Developer reserves the right to impose additional criteria for family selection in accordance with its rules and protocols, provided that such additional criteria do not conflict with UHAC or any applicable affordable housing requirements.

**II. Developer Commitments**

1. Provided that the Township adopts the Rezoning Ordinance by March 15, 2026, Developer agrees that any application for development and permits required to construct the Project will be generally consistent with the Concept Plan and the Rezoning Ordinance, and the Developer does not expect the need to pursue any litigation or appeal to obtain such approvals.

2. Following receipt of all required governmental and development approvals and permits, Developer agrees that it may construct the Project in accordance with said approvals and permits.

3. Upon execution of this Agreement, the Developer shall be deemed to have vested rights to proceed in accordance with the terms hereof. No subsequent ordinance, resolution, policy, regulation, or governmental action adopted by the Township shall materially impair, limit, or negate the rights granted to the Developer under this Agreement and the Rezoning Ordinance.

4. Of the fifty-five (55) dwelling units to be constructed by the Developer, eleven (11) units (20%) shall be designated as affordable housing units. Not less than fifty percent (50%) of the affordable housing units or six (6) units shall be restricted for lease to low-income households 4 low income units and 2 very low income unit), as such term is defined by applicable law. The remaining five (5) affordable housing units shall be restricted for lease to moderate-income households.

5. Prior to filing of the affordable housing deed restriction for the eleven (11) affordable dwelling units, Developer shall provide a copy of the draft affordable housing deed restriction to the Township Municipal Housing Liaison for the Township's review which shall designate the specific restricted units. Within ten (10) days from the execution of a lease agreement to a tenant for an affordable unit, Developer will provide

the Township with a copy of each lease agreement which shall specify their affordable restriction. Developer shall obtain a recorded copy of the deed restriction for the eleven (11) affordable units and forward to the Township a copy of the recorded deed restriction prior to the Township's issuance of the first Certificate of Occupancy for the Property. The lease agreements and deed restrictions shall comply with the UHAC and any applicable regulations or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

Notwithstanding the foregoing, the Township shall not unreasonably withhold or delay the issuance of Certificates of Occupancy for market-rate dwelling units based upon the timing of affordable housing unit rentals, provided the sequencing requirements set forth herein are satisfied.

6. Developer will supply information concerning the affordable housing deed restrictions and the lease restrictions to the Township Tax Assessor who will review and apply such information in accordance with New Jersey Law.

7. Developer will provide the Township Municipal Housing Liaison with any information relating to the provisions of this Agreement that may be required for Fourth Round monitoring reports.

8. Notwithstanding anything herein to the contrary, the dwelling units to be constructed by the Developer on the Properties pursuant to this Agreement shall be constructed, marketed, leased, and maintained in accordance with UHAC and any applicable regulations or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

9. Developer may construct up to fifty-five (55) dwelling units on the Property prior to December 31, 2034. The number of units to be built within this timeframe will be determined and contingent on Developer's ability to obtain all necessary approvals.

10. The Developer shall not be deemed in default of this Agreement for delays caused by events beyond its reasonable control, including but not limited to acts of God, labor

disputes, material shortages, supply chain disruptions, governmental delays, litigation, or the inability to obtain financing despite good-faith efforts.

## III. Township Commitments

1. In connection with the judicial rules and legislation established for the determination of New Jersey municipalities "Round 4" affordable housing obligations under the Fair Housing Act, and the "Mount Laurel" line of cases, the Township agrees to adopt and transmit a Housing Element and Fair Share Plan and Spending Plan (collectively, the "Plan"), which shall include the affordable units to be constructed upon the Property contemplated herein. The Plan shall be submitted in accordance with the deadlines set by the Court and/or affordable housing legislation, and the Plan shall have also been adopted by the Planning Board and endorsed by the Township Council prior to such date.

2. On or before March 15, 2026, the Township shall consider the Rezoning Ordinance for adoption, which adoption is a prerequisite for Developer's ability to construct an inclusionary development on the Property as contemplated herein.

3. The Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with this Agreement and applicable affordable housing regulations.

## IV. Mutual Commitments

1. The Township and the Developer will cooperate in the execution of necessary documents to assure household rental eligibility.

2. The parties acknowledge that the sequence of development of the Property shall be at the sole discretion of Developer. Further, Developer shall have the sole discretion to not pursue the development of any of the Property.

3. The Developer may assign this Agreement or transfer its interest in the Project to an affiliated entity or successor developer, provided such entity agrees in writing to be

bound by the terms of this Agreement.

4. Notwithstanding any provision herein to the contrary, no monetary damages shall be recoverable against the Township, its officers, employees, boards, or agents arising out of this Agreement. The Developer's sole remedy for any material breach by the Township shall be an action for specific performance or declaratory relief, except where this Agreement expressly permits termination.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any action arising hereunder shall lie exclusively in the Superior Court of New Jersey, Somerset County.

*[The Remainder if this Page Intentionally Left Blank. Signatures Follow on Next Page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Development Agreement to be executed, all as of the date first above written.

**TOWNSHIP OF FRANKLIN, a Municipality of the**
**State of New Jersey**

**By:** _____
**Name: Phillip Kramer**
**Title: Mayor**

**Date: _____, 2026**

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**Dunbar Homes, Inc., A New Jersey Corporation, Developer**

**By:** _____
**Name:**
**Title: Managing Member**

**Date: _____, 2026**

**RESOLUTION - AUTHORIZING THE EXECUTION OF A DEVELOPER AGREEMENT WITH HAVEN, LLC - BLOCK 468.01, LOT 15.01 - 260 DAVIDSON AVENUE**

**WHEREAS**, the Township of Franklin is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the Fourth Round; and

**WHEREAS**, the Township and The Haven, LLC are interested in cooperating to provide enhanced affordable housing opportunities in the Township; and

**WHEREAS**, the Developer is the owner of property located at 260 Davidson Avenue, which is identified as Block 468.01, Lot 15.01 on the Township Tax Map ; and

**WHEREAS**, the Property is included in and subject to the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025 as a potential site to be developed with an affordable housing project; and

**WHEREAS**, the Property is currently improved with a hotel building known as Sonesta ES Suites Somerset; and

**WHEREAS**, the Developer has submitted a proposal to convert the existing hotel building into one hundred forty-two (142) residential units, 100% of which units shall be deed restricted to very low-, low-, and moderate-income households; and

**WHEREAS**, the Township, after considering the Developer's proposal, requested, and the Developer agreed, that the Project shall include 142 affordable units (100%) with the following income distribution: 19 units at 35% AMI (13.4%), 53 units at 50% AMI (37.3%), and 70 units at 60% AMI (49.3%); and

**WHEREAS**, the Developer and the Township have negotiated a Development Agreement that sets forth the terms and conditions whereby the Township shall obtain credit for affordable residential units and the Developer shall receive the benefits of municipal cooperation; and

**WHEREAS**, the Development Agreement provides for, among other things: (1) the construction of 142 affordable housing units with a 40-year affordability deed restriction; (2) the Township's receipt of all affordable housing credits generated by the Project; (3) the waiver of all municipal fees associated with the Project; (4) an Affordable Housing Contribution of One Million Seven Hundred Thousand Dollars ($1,700,000.00) from the Township's Affordable Housing Trust Fund to be disbursed in four (4) tranches upon achievement of specified construction milestones; and (5) the execution of a Payment in Lieu of Taxes (PILOT) Agreement subject to a separate approval; and

**WHEREAS**, the Township Council finds that the execution of the Development Agreement is in the best interests of the Township and its residents as it will assist the Township in meeting its Fourth Round affordable housing obligations and provide much-needed affordable housing for very low-, low-, and moderate-income families.

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

1. The recitals set forth above are incorporated herein as though fully set forth at length.

2. The Mayor and Township Clerk are hereby authorized to execute the Development Agreement by and between the Township of Franklin and The Haven, LLC in substantially the form attached hereto and made a part hereof, with such changes, insertions, or omissions as may be approved by the Township Attorney and deemed necessary and appropriate by the Mayor and Township Clerk.

3. The Mayor, Township Clerk, Township Manager, and other appropriate Township officials are hereby authorized and directed to take all actions necessary and appropriate to effectuate the purposes and intent of this Resolution and the Development Agreement, including but not limited to the execution of any and all documents required in connection therewith.

4. A certified copy of this Resolution shall be forwarded to the Developer, the Township Attorney, the Township Manager, the Municipal Housing Liaison, the Chief Financial Officer, and the Township Engineer.

5. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE HAVEN, LLC**

**("Developer")**

**AND**

**THE TOWNSHIP OF FRANKLIN**

**("Township")**

**Dated: _____, 2026**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the _____ day of _____, 2026, by and between **THE HAVEN, LLC**, a New Jersey limited liability company organized under the laws of the State of New Jersey, having its offices at 515 Madison Avenue, 29th Floor, New York, New York 10022 (the "Developer") and the **TOWNSHIP OF FRANKLIN**, a public body corporate and politic of New Jersey, having its principal office at Municipal Building located at 475 DeMott Lane, Somerset, New Jersey 08873 (the "Township"), and

**W I T N E S E T H:**

**WHEREAS**, for purposes of this Agreement, "Developer" shall mean THE HAVEN, LLC, a New Jersey limited liability company, and any permitted successor or assignee; and

**WHEREAS**, the Township is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the "Fourth Round"; and

**WHEREAS,** the Township and the Developer are interested in cooperating to provide for enhanced affordable housing opportunities in the Township; and

**WHEREAS**, the Developer is the owner of property located 260 Davidson Avenue, which is identified as Block 468.01, Lot 15.01 on the Township Tax Map (the "Property"); and

**WHEREAS**, the Property is included in and subject to the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025 ("HEFSP") as a potential site to be developed with an affordable housing project that will provide the Township with family rental credits towards its Fourth Round affordable housing obligation; and

**WHEREAS**, the Property is currently improved with a hotel building known as "Sonesta ES Suites Somerset"; and

**WHEREAS**, the Developer submitted a proposal to the Township to convert the existing hotel building into one hundred forty-two (142) residential units, 100% of which units shall be deed restricted to very low-, low-, and moderate-income households (the "Project"); and

**WHEREAS,** the Township, after considering the Developer's proposal, requested, and the Developer agreed, that the Project shall include an income and bedroom distribution as follows:

- 142 Total Residential Units
    - 142 Affordable Units (100%) with the following bedroom and income distribution:

| | 1 Bedroom | 2 Bedroom | 3 Bedroom | Total | Percentage |
|---|---|---|---|---|---|
| 35% AMI UHAC Very Low | 8 | 11 | 0 | 19 | 13.4% |
| 50% AMI UHAC Low | 20 | 31 | 2 | 53 | 37.3% |
| 60% AMI UHAC Moderate | 28 | 42 | 0 | 70 | 49.3% |
| **Totals** | **56** | **84** | **2** | **142** | **100%** |

**NOW, THEREFORE,** it is the intent of this Agreement to set forth the terms and conditions whereby the Township shall obtain credit for affordable residential units constructed by the Developer, and the Developer shall receive the benefits of municipal cooperation in furtherance of its mission.

## I. Situation

The Developer is the owner of Property and plans to convert 100% of the existing hotel units into a total of one hundred forty-two (142) residential dwelling units on the Property, all of which will conform to the requirements set forth by New Jersey statutes and regulations with respect to affordability for very low-, low- and moderate-income households, maintenance of affordability and conformance with rental pricing requirements, including, without limitation, the Uniform Housing Affordability Controls ("UHAC") and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey. The Property covered under this Agreement shall be governed by declarations and covenants to memorialize the affordable housing restrictions set forth herein. The Township and the Developer specifically agree to a deed

restriction whereby the units proposed by the Project will be held as affordable units for a period of forty (40) years (the "Control Period"). At the conclusion of the Control Period, the Township hereby agrees to release the affordability deed restrictions upon request by the Developer. Notwithstanding anything to the contrary, the Developer shall have the right to extinguish the affordability deed restriction beginning thirty (30) years following the start of the Control Period, provided a refinancing or rehabilitation, or both, for the purpose of preservation is commenced and that a new deed restriction of at least thirty (30) years is provided.

The Developer shall undertake the rental selection process in conformance with applicable rules and regulations, such that each selected family tenant is qualified in accordance with the UHAC and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, and is therefore eligible for inclusion in the Township's HEFSP. The Developer reserves the right to impose additional criteria for family selection in accordance with its rules and protocols, provided that such additional criteria do not conflict with UHAC or any applicable affordable housing requirements.

## II. Developer Commitments

1. The Developer agrees that it shall apply for and obtain all development approvals and permits required to construct the Project and shall not be obligated to pursue any litigation or appeal to obtain such approvals.

2. Following receipt of all required governmental and development approvals and permits, the Developer agrees that it shall construct the Project in accordance with the terms and conditions herein

3. Upon execution of this Agreement, the Developer shall be deemed to have vested rights to proceed in accordance with the terms hereof. No subsequent ordinance, resolution, policy, regulation, or governmental action adopted by the Township shall materially impair, limit, or negate the rights granted to the Developer under this Agreement.

4. Of the one hundred forty-two (142) dwelling units to be constructed by the Developer, all one hundred forty-two (142) units (100%) shall be designated as affordable housing units. Not less than fifty percent (50%) of the affordable housing units shall be restricted

for lease to very low- and low-income households, as such term is defined by applicable law.

5. Not more than fifty percent (50%) of the affordable housing units constructed by the Developer shall be restricted for and leased to moderate-income households.

6. The Developer shall comply with the UHAC affirmative marketing requirements at N.J.A.C. 5:80-26.16.

7. Prior to filing of the affordable housing lease restriction for the individual dwelling units in the Project, the Developer shall provide a copy of the draft affordable housing deed restriction to the Township Municipal Housing Liaison for the Township's review. Within ten (10) days from the execution of a lease agreement to a qualified household, the Developer will provide the Township with a copy of the executed lease agreement which shall contain affordability restrictions to be imposed upon each dwelling unit. The Township shall have the right to withhold the Certificate of Occupancy for the units if the deed restriction or the lease restrictions do not satisfy the Township code or affordable housing requirements. The Developer shall file with the Somerset County Clerk/Registers Office the restrictive deed and promptly provide the Township with a recorded copy of same. The lease agreements and deed restriction shall comply with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

   Notwithstanding the foregoing, the Township shall not unreasonably withhold or delay the issuance of Certificates of Occupancy for the dwelling units based upon the timing of affordable housing unit leases, provided the sequencing requirements set forth herein are satisfied.

8. The Developer will supply information concerning the affordable housing deed restriction along with the specifics to the individual leases to the Township Tax Assessor who will review and apply such information in accordance with New Jersey Law.

9. The Developer will provide the Township Municipal Housing Liaison with any information relating to the provisions of this Agreement that may be required for Fourth Round monitoring reports.

10. Notwithstanding anything herein to the contrary, the dwelling units to be constructed by the Developer on the Property pursuant to this Agreement shall be constructed, marketed, leased, and maintained in accordance with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

11. The Developer remains obligated to complete the Project unless the Developer is unable to obtain the necessary funding for construction and infrastructure improvements, or to obtain all necessary approvals.

12. The Developer shall not be deemed in default of this Agreement for delays caused by events beyond its reasonable control, including but not limited to acts of God, labor disputes, pandemics, public health emergencies, material shortages, supply chain disruptions, governmental delays, litigation, or the inability to obtain financing or building permits despite good-faith efforts.

## III. Township Commitments

1. In connection with the judicial rules and legislation established for the determination of New Jersey municipalities "Round 4" affordable housing obligations under the Fair Housing Act, and the "Mount Laurel" line of cases, the Township agrees to adopt and transmit a Housing Element and Fair Share Plan and Spending Plan (collectively, the "Plan"), which shall include Project. The Plan shall be submitted in accordance with the deadlines set by the Court and/or affordable housing legislation, and the Plan shall have also been adopted by the Planning Board and endorsed by the Township Council prior to such date.

2. The Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with this Agreement and applicable affordable housing regulations.

3. Notwithstanding anything in this Agreement or any applicable ordinance, resolution, policy, or regulation to the contrary, the Township hereby agrees to waive, forgive, and not assess or collect any and all fees, costs, or charges associated with the Project, including but not limited to the following:

    - Application and review fees of any kind
    - Development review fees
    - Building permit fees (except the New Jersey DCA fee)
    - Inspection fees
    - Road opening, street opening, and right-of-way permit fees
    - Utility connection and tapping fees
    - Engineering, consulting, or professional review fees (including municipal engineer, planner, or third-party review fees)
    - Shade Tree Fund fees or contributions
    - Sidewalk fees
    - Escrow deposits or replenishment requirements
    - Any similar or related municipal, departmental, or authority fees customarily charged in connection with land development, subdivision, site plan, zoning, permitting, or construction activities

    No additional fees, assessments, or charges shall be imposed upon the Developer by the Township or any of its boards, commissions, departments, or agents in connection with the Project unless expressly set forth in this Agreement.

4. The Township shall enter into a Payment in Lieu of Taxes ("PILOT") Agreement with the Developer in accordance with applicable law and subject to the execution of a separate PILOT Agreement approved by the Township Council.

    In the event that the Township and the Developer are unable to execute a PILOT Agreement one hundred twenty (120)days following the submission of a complete application for the PILOT, despite good-faith negotiations, the Developer shall have the option, exercisable upon written notice to the Township, to either (i) proceed with

the Project subject to conventional real property taxation, or (ii) terminate this Agreement without penalty, in which event neither party shall have any further obligation hereunder and no vested rights shall accrue.

5. The Township shall provide an Affordable Housing Contribution in the amount of One Million Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00) from the Township's Affordable Housing Trust Fund to the Developer, subject to the availability of funds and compliance with applicable law, upon such terms and conditions as shall be set forth in this Agreement and/or a separate written agreement approved by the Township Council. The Township agrees to disburse the funds to the Developer as follows: The Developer or Contractor working on behalf of the Developer may draw down Four Hundred Twenty-Five thousand dollars ($425,000) upon the receipt of buildings permits for one-hundred forty (140) units. The Developer or Contractor working on behalf of the Developer may draw down the second tranche of Four Hundred Twenty-Five thousand dollars ($425,000) upon receipt of the first temporary certificate of occupancy or certificate of occupancy as the case may be. The Developer or Contractor working on behalf of the Developer may draw down on the third tranche of Four Hundred Twenty-Five thousand dollars ($425,000) upon the receipt of the seventy – first (71$^{st}$) temporary certificate of occupancy or certificate of occupancy as the case may be. The Developer or Contractor working on behalf of the Developer may draw down on the final tranche of Four Hundred Twenty-Five thousand dollars ($425,000) upon the receipt of the one hundred forty second (142nd) temporary certificate of occupancy or certificate of occupancy as the case may be.

6. The Township's obligations requiring the expenditure of public funds, including but not limited to the Affordable Housing Contribution, are subject to the lawful availability and appropriation of such funds. In the event such funds are not appropriated or otherwise unavailable, the Developer shall have the right to suspend performance or terminate this Agreement without penalty.

7. The Township shall adopt an ordinance authorizing the development, on the Property in accordance with the terms of this Agreement. The ordinance shall be structured and

adopted in a manner that permits the Project to proceed without the need for site plan, subdivision, variance, or conditional use, approval by the Township Planning Board, or Zoning Board of Adjustment. The Township shall take all actions reasonably necessary to ensure that the ordinance is adopted in a timely manner and remains in full force and effect so as to allow the Project to proceed in accordance with this Agreement.

## IV. Mutual Commitments

1. The Township and the Developer will cooperate in the execution of necessary documents to assure household rental eligibility and maintenance of appropriate rental rates for the units.

2. The parties acknowledge that the order of development of the Project shall be at the sole discretion of the Developer although the affordability of each dwelling unit as set forth in this Agreement shall be followed. Further, the Developer shall have the sole discretion to not pursue the development of any of the Project.

3. The Developer may assign this Agreement or transfer its interest in the Project to an affiliated entity or successor developer, provided such entity agrees in writing to be bound by the terms of this Agreement.

4. Notwithstanding any provision herein to the contrary, no monetary damages shall be recoverable against the Township, its officers, employees, boards, or agents arising out of this Agreement. The Developer's sole remedy for any material breach by the Township shall be an action for specific performance or declaratory relief, except where this Agreement expressly permits termination.

5. Intentionally omitted.

6. Intentionally omitted.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any action arising hereunder shall lie exclusively in the Superior Court of New Jersey, Somerset County.

8. This Agreement may not be modified or amended in any manner other than by a written agreement signed by both parties.

*[The Remainder of this Page Intentionally Left Blank. Signatures Follow on Next Page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Development Agreement to be executed, all as of the date first above written.

**TOWNSHIP OF FRANKLIN, a Municipality of the State of New Jersey**

**By:** _____
**Name: Phillip Kramer**
**Title: Mayor**

**Date: _____ , 2026**

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**THE HAVEN, LLC, a New Jersey limited liability company**

**By:** _____
**Name:**
**Title: Managing Member**

**Date: _____, 2026**

**RESOLUTION - AUTHORIZING THE EXECUTION OF A DEVELOPER AGREEMENT - POMEGRANATE INVESTMENTS, LLC - BLOCK 501.1, LOT 1 - 347 ELIZABETH AVENUE**

**WHEREAS,** the Township of Franklin (the "Township") is a municipal corporation in the State of New Jersey with an interest in meeting its affordable housing obligation for the Fourth Round (covering the period from July 2025 through July 2035); and

**WHEREAS,** Pomegranate Investments, LLC (the "Developer") is the owner of certain property located at 347 Elizabeth Avenue, identified as Block 501.1, Lot 1 on the Township Tax Map (the "Property"); and

**WHEREAS,** the Property is included in the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025, as a potential site to be developed with an affordable housing project; and

**WHEREAS,** the Developer proposes to develop 200 total residential dwelling units on the Property, of which 100 units (50%) shall be affordable housing units restricted for very low-, low-, and moderate-income households; and

**WHEREAS,** the affordable housing units shall consist of 20 one-bedroom units, 48 two-bedroom units, and 32 three-bedroom units, with an income distribution of 13 units at 35% AMI (Very Low), 37 units at 50% AMI (Low), and 50 units at 60% AMI (Moderate); and

**WHEREAS,** the affordable housing units will be subject to a deed restriction for a period of forty (40) years and shall comply with the Uniform Housing Affordability Controls (UHAC) and all applicable New Jersey affordable housing requirements; and

**WHEREAS,** the Developer and the Township have negotiated a Development Agreement (the "Agreement") setting forth the terms and conditions for the development of the Property and the provision of affordable housing units; and

**WHEREAS,** the Township Council has determined that it is in the best interest of the Township to enter into the Agreement with the Developer to facilitate the development of affordable housing and to meet the Township's Fourth Round affordable housing obligations.

**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 Council hereby authorizes and approves the execution of a Development Agreement between the Township of Franklin and Pomegranate Investments, LLC, substantially in the form presented to the Township Council, subject to final review and approval by the Township Attorney.

2. The Mayor and Township Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the Township of Franklin, and to take all actions necessary to implement the terms and provisions of the Agreement.

3. The Township Attorney is authorized to make such non-substantive modifications to the Development Agreement as may be necessary or appropriate to effectuate the intent of this Resolution.

4. A copy of this Resolution shall be forwarded to the Township Attorney, the Township Manager, the Municipal Housing Liaison, and the Township Planning Board.

5. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**POMEGRANATE INVESTMENTS, LLC**

**("Developer")**

**AND**

**THE TOWNSHIP OF FRANKLIN**

**("Township")**

**Dated: _____, 2026**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** this "Agreement") is made as of the _____ day of _____, 2026, by and between **POMEGRANATE INVESTMENTS**, LLC. a New Jersey limited liability company organized under the laws of the State of New Jersey, having its offices 347 Elizabeth Avenue, Somerset, New Jersey 08873 the "Developer") and the **TOWNSHIP OF FRANKLIN**, a public body corporate and politic of New Jersey, having its principal office at Municipal Building located at 475 DeMott Lane, Somerset, New Jersey 08873 (the "Township"), and

**W I T N E S E T H:**

**WHEREAS**, for purposes of this Agreement, "Developer" shall mean Pomegranate Investments LLC., a New Jersey limited liability company, and any permitted successor or assignee; and

**WHEREAS**, the Township is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the "Fourth Round"; and

**WHEREAS,** the Township and the Developer are interested in cooperating to provide for enhanced affordable housing opportunities in the Township; and

**WHEREAS**, the Developer is the owner of property located 347 Elizabeth Avenue, which is identified as Block 501.1 Lot 1 on the Township Tax Map (the "Property"); and

**WHEREAS**, the Property is included in and subject to the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025 ("HEFSP") as a potential site to be developed with an affordable housing project that will provide the Township with family rental credits towards its Fourth Round affordable housing obligation; and

**WHEREAS,** the Township, after considering the Developer's proposal, requested, and the Developer agreed, that the Project shall include an income and bedroom distribution as follows:

- 200 Total Residential Units
    - 100 Affordable Units (50%) with the following bedroom and income distribution:

| | 1 Bedroom | 2 Bedroom | 3 Bedroom | Total | Percentage |
|---|---|---|---|---|---|
| 35% AMI UHAC Very Low | 3 | 6 | 4 | 13 | 13% |
| 50% AMI UHAC Low | 7 | 18 | 12 | 37 | 37 % |
| 60% AMI UHAC Moderate | 10 | 24 | 16 | 50 | 50% |
| **Totals** | **20** | **48** | **32** | **100** | **100%** |

**NOW, THEREFORE,** it is the intent of this Agreement to set forth the terms and conditions whereby the Township shall obtain credit for affordable residential units constructed by the Developer, and the Developer shall receive the benefits of municipal cooperation in furtherance of its mission.

## I. Situation

The Developer is the owner of Property and plans to construct a total of Two Hundred (200) residential dwelling units on the Property, all of which will conform to the requirements set forth by New Jersey statutes and regulations with respect to affordability for very low-, low- and moderate-income households, maintenance of affordability and conformance with rental pricing requirements, including, without limitation, the Uniform Housing Affordability Controls ("UHAC") and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey. The Property covered under this Agreement shall be governed by declarations and covenants to memorialize the affordable housing restrictions set forth herein. The Township and the Developer specifically agree to a deed restriction whereby the units proposed by the Project will be held as affordable units for a period of forty (40) years (the "Control Period"). At the conclusion of the Control Period, the Township hereby agrees to release the affordability deed restrictions upon request by the Developer. Notwithstanding anything to the contrary, the Developer shall have the right to extinguish the affordability deed restriction beginning thirty (30) years following the start of the Control Period, provided a refinancing or rehabilitation, or both,

for the purpose of preservation is commenced and that a new deed restriction of at least thirty (30) years is provided.

The Developer shall undertake the rental selection process in conformance with applicable rules and regulations, such that each selected family tenant is qualified in accordance with the UHAC and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, and is therefore eligible for inclusion in the Township's HEFSP. The Developer reserves the right to impose additional criteria for family selection in accordance with its rules and protocols, provided that such additional criteria do not conflict with UHAC or any applicable affordable housing requirements.

## II. Developer Commitments

1. The Developer agrees that it shall apply for and obtain all development approvals and permits required to construct the Project and shall not be obligated to pursue any litigation or appeal to obtain such approvals.
2. Following receipt of all required governmental and development approvals and permits, the Developer agrees that it shall construct the project in accordance with the terms and conditions herein
3. Upon execution of this Agreement, the Developer shall be deemed to have vested rights to proceed in accordance with the terms hereof. No subsequent ordinance, resolution, policy, regulation, or governmental action adopted by the Township shall materially impair, limit, or negate the rights granted to the Developer under this Agreement.
4. Of the two hundred sixty (260) dwelling units to be constructed by the Developer, one hundred thirty (130) shall be designated as affordable housing units. Not less than fifty percent (50%) of the affordable housing units shall be restricted for lease to very low- and low-income households, as such term is defined by applicable law.
5. Not more than fifty percent (50%) of the affordable housing units constructed by the Developer shall be restricted for and leased to moderate-income households.
6. The Developer shall comply with the UHAC affirmative marketing requirements at N.J.A.C. 5:80-26.16.

7. Prior to filing of the affordable housing deed restriction for each dwelling unit the Developer shall provide a copy of the draft affordable housing deed restriction to the Township Municipal Housing Liaison for the Township's review. Within ten (10) days from the execution of a lease agreement to a qualified household, the Developer will provide the Township with a copy of the lease agreement and deed restriction to be imposed upon each dwelling unit. The Township shall have the right to withhold the Certificate of Occupancy for the units if the deed restriction does not satisfy the Township code or affordable housing requirements. The Developer shall obtain a recorded copy of the deed restriction and promptly provide the Township with a copy of same. The lease agreements and deed restriction shall comply with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

   Notwithstanding the foregoing, the Township shall not unreasonably withhold or delay the issuance of Certificates of Occupancy for the dwelling units based upon the timing of affordable housing unit leases, provided the sequencing requirements set forth herein are satisfied.

8. The Developer will supply information concerning the affordable housing deed restriction to the Township Tax Assessor who will review and apply such information in accordance with New Jersey Law.

9. The Developer will provide the Township Municipal Housing Liaison with any information relating to the provisions of this Agreement that may be required for Fourth Round monitoring reports.

10. Notwithstanding anything herein to the contrary, the dwelling units to be constructed by the Developer on the Property pursuant to this Agreement shall be constructed, marketed, leased, and maintained in accordance with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

11. Developer's ability to obtain the necessary funding for construction and infrastructure improvements, as well as their ability to obtain all necessary approvals.

12. The Developer shall not be deemed in default of this Agreement for delays caused by events beyond its reasonable control, including but not limited to acts of God, labor disputes, pandemics, public health emergencies, material shortages, supply chain disruptions, governmental delays, litigation, or the inability to obtain financing or building permits despite good-faith efforts.

## III. Township Commitments

1. In connection with the judicial rules and legislation established for the determination of New Jersey municipalities "Round 4" affordable housing obligations under the Fair Housing Act, and the "Mount Laurel" line of cases, the Township agrees to adopt and transmit a Housing Element and Fair Share Plan and Spending Plan (collectively, the "Plan"), which shall include Project. The Plan shall be submitted in accordance with the deadlines set by the Court and/or affordable housing legislation, and the Plan shall have also been adopted by the Planning Board and endorsed by the Township Council prior to such date.

2. The Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with this Agreement and applicable affordable housing regulations.

3. Notwithstanding anything in this Agreement or any applicable ordinance, resolution, policy, or regulation to the contrary, the Township hereby agrees to waive, forgive, and not assess or collect any and all fees, costs, or charges associated with the Project, including but not limited to the following:

    - Application and review fees of any kind
    - Development review fees
    - Building permit fees (except the New Jersey DCA fee)
    - Inspection fees
    - Road opening, street opening, and right-of-way permit fees
    - Utility connection and tapping fees

- Engineering, consulting, or professional review fees (including municipal engineer, planner, or third-party review fees)
- Shade Tree Fund fees or contributions
- Sidewalk fees
- Escrow deposits or replenishment requirements
- Any similar or related municipal, departmental, or authority fees customarily charged in connection with land development, subdivision, site plan, zoning, permitting, or construction activities

No additional fees, assessments, or charges shall be imposed upon the Developer by the Township or any of its boards, commissions, departments, or agents in connection with the Project unless expressly set forth in this Agreement.

4. The Township shall enter into a Payment in Lieu of Taxes ("PILOT") Agreement with the Developer in accordance with applicable law and subject to the execution of a separate PILOT Agreement approved by the Township Council.

   In the event that the Township and the Developer are unable to execute a PILOT Agreement one hundred twenty (120)days following the submission of a complete application for the PILOT, despite good-faith negotiations, the Developer shall have the option, exercisable upon written notice to the Township, to either (i) proceed with the Project subject to conventional real property taxation, or (ii) terminate this Agreement without penalty, in which event neither party shall have any further obligation hereunder and no vested rights shall accrue.

5. The Township shall provide an Affordable Housing Contribution in the amount of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00) from the Township's Affordable Housing Trust Fund to the Developer, subject to the availability of funds and compliance with applicable law, upon such terms and conditions as shall be set forth in this Agreement and/or a separate written agreement approved by the Township Council. The Township agrees to disburse the funds to the Developer as follows: The Contractor may draw down equal payments of Six million two-hundred fifty thousand dollars ($6,250,000) at each of the following:

Upon the receipt building permits for the building; Upon receipt of the temporary certificate of occupancy or certificate of occupancy for fifty (50) apartments ; Upon the receipt of temporary certificate of occupancy or certificate of occupancy for one hundred (100) apartments; Upon the receipt of temporary certificate of occupancy or certificate of occupancy for all two hundred (200) apartments.

6. The Township's obligations requiring the expenditure of public funds, including but not limited to the Affordable Housing Contribution, are subject to the lawful availability and appropriation of such funds. In the event such funds are not appropriated or otherwise unavailable, the Developer shall have the right to suspend performance or terminate this Agreement without penalty.

7. The Township shall adopt an ordinance authorizing the development, on the Property in accordance with the terms of this Agreement. The Township shall take all actions reasonably necessary to ensure that the ordinance is adopted in a timely manner and remains in full force and effect so as to allow the Project to proceed in accordance with this Agreement.

## IV. Mutual Commitments

1. The Township and the Developer will cooperate in the execution of necessary documents to assure household rental eligibility and maintenance of appropriate rental rates for the units.

2. The parties acknowledge that the order of development of the Property shall be at the sole discretion of the Developer although the affordability of each dwelling unit as set forth in this Agreement shall be followed. Further, the Developer shall have the sole discretion to not pursue the development of any of the Property.

3. The Developer may assign this Agreement or transfer its interest in the Project to an affiliated entity or successor developer, provided such entity agrees in writing to be bound by the terms of this Agreement.

4. Notwithstanding any provision herein to the contrary, no monetary damages shall be recoverable against the Township, its officers, employees, boards, or agents arising out of this Agreement. The Developer's sole remedy for any material breach by the

Township shall be an action for specific performance or declaratory relief, except where this Agreement expressly permits termination.

5. Intentionally omitted.

6. Intentionally omitted.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any action arising hereunder shall lie exclusively in the Superior Court of New Jersey, Somerset County.

8. This Agreement may not be modified or amended in any manner other than by a written agreement signed by both parties.

*[The Remainder of this Page Intentionally Left Blank. Signatures Follow on Next Page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Development Agreement to be executed, all as of the date first above written.

**TOWNSHIP OF FRANKLIN, a Municipality of the State of New Jersey**

**By:** _____
**Name: Phillip Kramer**
**Title: Mayor**

**Date: _____ , 2026**

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**POMEGRANATE INVESTMENTS, a New Jersey limited liability company**

**By:** _____
**Name: Rom Reddy**
**Title: Managing Member**

**Date: _____, 2026**

**RESOLUTION - AUTHORIZING THE EXECUTION OF A DEVELOPER AGREEMENT - ROYAL SOMERSET INN, LLC - BLOCK 502.01, LOTS 47.02, 50.01, 51.01 & 52.01 - 315 DAVIDSON AVENUE**

**WHEREAS,** the Township of Franklin (the "Township") is a municipal corporation in the State of New Jersey with an interest in meeting its affordable housing obligation for the Fourth Round (covering the period from July 2025 through July 2035); and

**WHEREAS,** Royal Somerset Inn, LLC (the "Developer") is the owner of certain property located at 315 Davidson Avenue, identified as Block 502.01, Lots 47.02, 50.01, 51.01 and 52.01 on the Township Tax Map (the "Property"); and

**WHEREAS,** the Property is included in the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025, as a potential site to be developed with an affordable housing project; and

**WHEREAS,** the Developer proposes to develop 260 total residential dwelling units on the Property, of which 130 units (100%) shall be affordable housing units restricted for very low-, low-, and moderate-income households; and

**WHEREAS,** the affordable housing units shall consist of 26 one-bedroom units, 62 two-bedroom units, and 42 three-bedroom units, with an income distribution of 17 units at 35% AMI (Very Low), 48 units at 50% AMI (Low), and 65 units at 60% AMI (Moderate); and

**WHEREAS,** the affordable housing units will be subject to a deed restriction for a period of forty (40) years and shall comply with the Uniform Housing Affordability Controls (UHAC) and all applicable New Jersey affordable housing requirements; and

**WHEREAS,** the Developer and the Township have negotiated a Development Agreement (the "Agreement") setting forth the terms and conditions for the development of the Property and the provision of affordable housing units; and

**WHEREAS,** the Township Council has determined that it is in the best interest of the Township to enter into the Agreement with the Developer to facilitate the development of affordable housing and to meet the Township's Fourth Round affordable housing obligations.

**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 Council hereby authorizes and approves the execution of a Development Agreement between the Township of Franklin and Royal Somerset Inn, LLC, substantially in the form presented to the Township Council, subject to final review and approval by the Township Attorney.

2. The Mayor and Township Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the Township of Franklin, and to take all actions necessary to implement the terms and provisions of the Agreement.

3. The Township Attorney is authorized to make such non-substantive modifications to the Development Agreement as may be necessary or appropriate to effectuate the intent of this Resolution.

4. A copy of this Resolution shall be forwarded to the Township Attorney, the Township Manager, the Municipal Housing Liaison, and the Township Planning Board.

5. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**ROYAL SOMERSET INN, LLC**

**("Developer")**

**AND**

**THE TOWNSHIP OF FRANKLIN**

**("Township")**

**Dated: _____, 2026**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** this "Agreement") is made as of the _____ day of _____, 2026, by and between **Royal Somerset Inn**, a New Jersey limited liability company organized under the laws of the State of New Jersey, having its offices at 28 Ambrose Valley Lane, Piscataway, NJ 08854 (the "Developer") and the **TOWNSHIP OF FRANKLIN**, a public body corporate and politic of New Jersey, having its principal office at Municipal Building located at 475 DeMott Lane, Somerset, New Jersey 08873 (the "Township"), and

**W I T N E S E T H:**

**WHEREAS**, for purposes of this Agreement, "Developer" shall mean Royal Somerset Inn, a New Jersey limited liability company, and any permitted successor or assignee; and

**WHEREAS**, the Township is a municipal corporation in the State of New Jersey having an interest in meeting its affordable housing obligation for the "Fourth Round"; and

**WHEREAS,** the Township and the Developer are interested in cooperating to provide for enhanced affordable housing opportunities in the Township; and

**WHEREAS**, the Developer is the owner of property located 315 Davidson Avenue, which is identified as Block 502.01, Lots 47.02, 50.01,51.01 and 52.01 on the Township Tax Map (the "Property"); and

**WHEREAS**, the Property is included in and subject to the Township's Fourth Round Housing Element and Fair Share Plan dated May 29, 2025 ("HEFSP") as a potential site to be developed with an affordable housing project that will provide the Township with family rental credits towards its Fourth Round affordable housing obligation; and

**WHEREAS,** the Township, after considering the Developer's proposal, requested, and the Developer agreed, that the Project shall include an income and bedroom distribution as follows:

- 260 Total Residential Units
    - 130 Affordable Units (100%) with the following bedroom and income distribution:

| | 1 Bedroom | 2 Bedroom | 3 Bedroom | Total | Percentage |
|---|---|---|---|---|---|
| 35% AMI UHAC Very Low | 3 | 8 | 6 | 17 | 13% |
| 50% AMI UHAC Low | 10 | 23 | 15 | 48 | 37 % |
| 60% AMI UHAC Moderate | 13 | 31 | 21 | 65 | 50% |
| **Totals** | **26** | **62** | **42** | **130** | **100%** |

**NOW, THEREFORE,** it is the intent of this Agreement to set forth the terms and conditions whereby the Township shall obtain credit for affordable residential units constructed by the Developer, and the Developer shall receive the benefits of municipal cooperation in furtherance of its mission.

## I. Situation

The Developer is the owner of Property and plans to construct a total of 260 (260) residential dwelling units on the Property, all of which will conform to the requirements set forth by New Jersey statutes and regulations with respect to affordability for very low-, low- and moderate-income households, maintenance of affordability and conformance with rental pricing requirements, including, without limitation, the Uniform Housing Affordability Controls ("UHAC") and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey. The Property covered under this Agreement shall be governed by declarations and covenants to memorialize the affordable housing restrictions set forth herein. The Township and the Developer specifically agree to a deed restriction whereby the units proposed by the Project will be held as affordable units for a period of forty (40) years (the "Control Period"). At the conclusion of the Control Period, the Township hereby agrees to release the affordability deed restrictions upon request by the Developer. Notwithstanding anything to the contrary, the Developer shall have the right to extinguish the affordability deed restriction beginning thirty (30) years following the start of the Control Period, provided a refinancing or rehabilitation, or both,

for the purpose of preservation is commenced and that a new deed restriction of at least thirty (30) years is provided.

The Developer shall undertake the rental selection process in conformance with applicable rules and regulations, such that each selected family tenant is qualified in accordance with the UHAC and any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, and is therefore eligible for inclusion in the Township's HEFSP. The Developer reserves the right to impose additional criteria for family selection in accordance with its rules and protocols, provided that such additional criteria do not conflict with UHAC or any applicable affordable housing requirements.

## II. Developer Commitments

1. The Developer agrees that it shall apply for and obtain all development approvals and permits required to construct the Project and shall not be obligated to pursue any litigation or appeal to obtain such approvals.
2. Following receipt of all required governmental and development approvals and permits, the Developer agrees that it shall construct the project in accordance with the terms and conditions herein
3. Upon execution of this Agreement, the Developer shall be deemed to have vested rights to proceed in accordance with the terms hereof. No subsequent ordinance, resolution, policy, regulation, or governmental action adopted by the Township shall materially impair, limit, or negate the rights granted to the Developer under this Agreement.
4. Of the two hundred sixty (260) dwelling units to be constructed by the Developer, one hundred thirty (130) shall be designated as affordable housing units. Not less than fifty percent (50%) of the affordable housing units shall be restricted for lease to very low- and low-income households, as such term is defined by applicable law.
5. Not more than fifty percent (50%) of the affordable housing units constructed by the Developer shall be restricted for and leased to moderate-income households.
6. The Developer shall comply with the UHAC affirmative marketing requirements at N.J.A.C. 5:80-26.16.

7. Prior to filing of the affordable housing deed restriction for each dwelling unit the Developer shall provide a copy of the draft affordable housing deed restriction to the Township Municipal Housing Liaison for the Township's review. Within ten (10) days from the execution of a lease agreement to a qualified household, the Developer will provide the Township with a copy of the lease agreement and deed restriction to be imposed upon each dwelling unit. The Township shall have the right to withhold the Certificate of Occupancy for the units if the deed restriction does not satisfy the Township code or affordable housing requirements. The Developer shall obtain a recorded copy of the deed restriction and promptly provide the Township with a copy of same. The lease agreements and deed restriction shall comply with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

   Notwithstanding the foregoing, the Township shall not unreasonably withhold or delay the issuance of Certificates of Occupancy for the dwelling units based upon the timing of affordable housing unit leases, provided the sequencing requirements set forth herein are satisfied.

8. The Developer will supply information concerning the affordable housing deed restriction to the Township Tax Assessor who will review and apply such information in accordance with New Jersey Law.

9. The Developer will provide the Township Municipal Housing Liaison with any information relating to the provisions of this Agreement that may be required for Fourth Round monitoring reports.

10. Notwithstanding anything herein to the contrary, the dwelling units to be constructed by the Developer on the Property pursuant to this Agreement shall be constructed, marketed, leased, and maintained in accordance with UHAC, any successor agency, regulations, or legislation governing affordable housing in the State of New Jersey, any applicable order of the Court, and all other applicable federal, state, and local laws.

11. Developer's ability to obtain the necessary funding for construction and infrastructure improvements, as well as their ability to obtain all necessary approvals.

12. The Developer shall not be deemed in default of this Agreement for delays caused by events beyond its reasonable control, including but not limited to acts of God, labor disputes, pandemics, public health emergencies, material shortages, supply chain disruptions, governmental delays, litigation, or the inability to obtain financing or building permits despite good-faith efforts.

## III. Township Commitments

1. In connection with the judicial rules and legislation established for the determination of New Jersey municipalities "Round 4" affordable housing obligations under the Fair Housing Act, and the "Mount Laurel" line of cases, the Township agrees to adopt and transmit a Housing Element and Fair Share Plan and Spending Plan (collectively, the "Plan"), which shall include Project. The Plan shall be submitted in accordance with the deadlines set by the Court and/or affordable housing legislation, and the Plan shall have also been adopted by the Planning Board and endorsed by the Township Council prior to such date.

2. The Township shall be entitled to receive all affordable housing credits generated by the Project for purposes of satisfying its Fourth Round affordable housing obligation, provided the Project is constructed in accordance with this Agreement and applicable affordable housing regulations.

3. Notwithstanding anything in this Agreement or any applicable ordinance, resolution, policy, or regulation to the contrary, the Township hereby agrees to waive, forgive, and not assess or collect any and all fees, costs, or charges associated with the Project, including but not limited to the following:

    - Application and review fees of any kind
    - Development review fees
    - Building permit fees (except the New Jersey DCA fee)
    - Inspection fees
    - Road opening, street opening, and right-of-way permit fees
    - Utility connection and tapping fees

- Engineering, consulting, or professional review fees (including municipal engineer, planner, or third-party review fees)
- Shade Tree Fund fees or contributions
- Sidewalk fees
- Escrow deposits or replenishment requirements
- Any similar or related municipal, departmental, or authority fees customarily charged in connection with land development, subdivision, site plan, zoning, permitting, or construction activities

No additional fees, assessments, or charges shall be imposed upon the Developer by the Township or any of its boards, commissions, departments, or agents in connection with the Project unless expressly set forth in this Agreement.

4. The Township shall enter into a Payment in Lieu of Taxes ("PILOT") Agreement with the Developer in accordance with applicable law and subject to the execution of a separate PILOT Agreement approved by the Township Council.

   In the event that the Township and the Developer are unable to execute a PILOT Agreement one hundred twenty (120)days following the submission of a complete application for the PILOT, despite good-faith negotiations, the Developer shall have the option, exercisable upon written notice to the Township, to either (i) proceed with the Project subject to conventional real property taxation, or (ii) terminate this Agreement without penalty, in which event neither party shall have any further obligation hereunder and no vested rights shall accrue.

5. The Township shall provide an Affordable Housing Contribution in the amount of Seven Million Two Hundred Thousand and 00/100 Dollars ($7,200,000.00) from the Township's Affordable Housing Trust Fund to the Developer, subject to the availability of funds and compliance with applicable law, upon such terms and conditions as shall be set forth in this Agreement and/or a separate written agreement approved by the Township Council. The Township agrees to disburse the funds to the Developer as follows: The Contractor may draw down equal payments of One Million Four Hundred-Forty thousand dollars ($1,440,000) at each of the following:

Upon the clearing and grading of the site as per the approved site plan,

Upon the installation of the water and sewer mains as per the approved site plan,

Upon the issuance of building permits for all four buildings,

Upon the completion of roofing installation on all four buildings,

Upon the issuance of the temporary certificate of occupancies or certificate of occupancies for all four buildings.

6. The Township's obligations requiring the expenditure of public funds, including but not limited to the Affordable Housing Contribution, are subject to the lawful availability and appropriation of such funds. In the event such funds are not appropriated or otherwise unavailable, the Developer shall have the right to suspend performance or terminate this Agreement without penalty.

7. The Township shall adopt an ordinance authorizing the development, on the Property in accordance with the terms of this Agreement. The Township shall take all actions reasonably necessary to ensure that the ordinance is adopted in a timely manner and remains in full force and effect so as to allow the Project to proceed in accordance with this Agreement.

## IV. Mutual Commitments

1. The Township and the Developer will cooperate in the execution of necessary documents to assure household rental eligibility and maintenance of appropriate rental rates for the units.

2. The parties acknowledge that the order of development of the Property shall be at the sole discretion of the Developer although the affordability of each dwelling unit as set forth in this Agreement shall be followed. Further, the Developer shall have the sole discretion to not pursue the development of any of the Property.

3. The Developer may assign this Agreement or transfer its interest in the Project to an affiliated entity or successor developer, provided such entity agrees in writing to be bound by the terms of this Agreement.

4. Notwithstanding any provision herein to the contrary, no monetary damages shall be

recoverable against the Township, its officers, employees, boards, or agents arising out of this Agreement. The Developer's sole remedy for any material breach by the Township shall be an action for specific performance or declaratory relief, except where this Agreement expressly permits termination.

5. Intentionally omitted.

6. Intentionally omitted.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any action arising hereunder shall lie exclusively in the Superior Court of New Jersey, Somerset County.

8. This Agreement may not be modified or amended in any manner other than by a written agreement signed by both parties.

*[The Remainder of this Page Intentionally Left Blank. Signatures Follow on Next Page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Development Agreement to be executed, all as of the date first above written.

**TOWNSHIP OF FRANKLIN, a Municipality of the State of New Jersey**

**By:** _____
**Name: Phillip Kramer**
**Title: Mayor**

**Date: _____ , 2026**

---

**ROYAL SOMERSET INN, a New Jersey limited liability company**

**By:** _____
**Name: Rupen K. Patel**
**Title: Managing Member**

**Date: _____, 2026**

| Summary report:<br>Litera Compare for Word 11.14.0.42 Document comparison done on 1/13/2026 8:58:01 AM | |
|---|---|
| **Style name:** Default Style | |
| **Intelligent Table Comparison:** Active | |
| **Original DMS:** iw://saul.cloudimanage.com/firmdms/56997356/1 - Developer's Agreement (SE Draft 1.2.2026).docx | |
| **Modified DMS:** iw://saul.cloudimanage.com/firmdms/56997356/3 - Developer's Agreement (SE Draft 1.2.2026).docx | |
| **Changes:** | |
| Add | 114 |
| ~~Delete~~ | 106 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 1 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 221 |

**RESOLUTION – AUTHORIZING INCREASE IN BID AND QUOTE THRESHOLD PURSUANT TO N.J.S.A. 40A:11-3**

**WHEREAS,** N.J.S.A. 40A:11-3(a) authorizes local contracting units to set a higher bid threshold if they have a Qualified Purchasing Agent (QPA), as defined in N.J.S.A. 40A:11-9; and

**WHEREAS**, the Township of Franklin has an appointed Qualified Purchasing Agent (QPA) as required under N.J.S.A. 40A:11-3(a) and in accordance with N.J.S.A. 40A:11-9; and

**WHEREAS**, the State Treasurer, effective July 1, 2025, formally increased the public bidding threshold for contracting units with a QPA to $53,000; and

**WHEREAS**, N.J.S.A. 40A:1-6.1(a) permits the establishment of a quotation threshold at 15% of the bid threshold, now $7,950; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 and N.J.S.A. 40A:11-3, "window contracts" are defined as those with an anticipated value between 417.500 and the bid threshold, now $53,000, and may be awarded by the Township Manager and QPA in compliance with applicable Pay-to-Play requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Franklin, County of Somerset, State of New Jersey, that pursuant to N.J.S.A. 40A:11-3; that its bid threshold is increased to $53,000 and as a result the quote threshold shall be $7,950; and

**BE IT FURTHER RESOLVED** that such contracts as may be awarded under this resolution shall comply will all other applicable laws, including but not limited to certification of funds by the Chief Financial Officer.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – AUTHORIZE SHARED SERVICE AGREEMENT – QUALIFIED PURCHSING AGENT – WOODBRIDGE TOWNSHIP**

**WHEREAS,** the Township of Franklin is in need of a Qualified Purchasing Agent services to assist with the Township's purchasing matters; and

**WHEREAS**, the Township of Woodbridge employs a Qualified Purchasing Agent and is able to accommodate Franklin's needs by entering into a Shared Services Agreement; and

**WHEREAS**, N.J.S.A. 40A:65 et seq., the Shared Services Act, permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, both Franklin and Woodbridge are desirous of entering into a Shared Services Agreement with respect to the provision of QPA services; and

**WHEREAS**, the Shared Services Agreement provides that Woodbridge shall make available its QPA to assist Franklin with purchasing matters, with Franklin paying Woodbridge a monthly fee of $2500 for QPA services; and

**WHEREAS,** the Agreement shall be effective for one (1) year upon its execution and may be terminated by either party upon sixty (60) days written notice to other other party; and

**WHEREAS**, the Township Council finds that entering into this Shared Services Agreement is in the best interests of the Township and its residents as it will provide professional QPA services in a cost-effective manner;

**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 Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Franklin and the Township of Woodbridge for Qualified Purchasing Agent Services in substantially the form attached hereto and made a part hereof, with such changes, insertions, or omissions as may be approved by the Township Attorney and deemed necessary and appropriate by the Mayor and Township Clerk.

3. The Agreement shall be effective for a term of one (1) year commencing upon execution by both parties, and may be terminated by either party upon sixty (60) days written notice to the other party.

4. Franklin shall pay Woodbridge a monthly amount of $2500 for QPA services, subject to the availability of fuds and appropriation therefor.

5. The Mayor, Township Clerk, Township Manager, Chief Financial Officer, and other appropriate Township officials are hereby authorized and directed to take all actions necessary and appropriate to effectuate the purposes and intent of this Resolution and the Shared Services Agreement, including but not limited to the execution of any and all documents required in connection therewith.

6. A certified copy of this Resolution shall be forwarded to the Township of Woodbridge, the Township Manager, and the Chief Financial Officer.

7. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Certified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.:
PO No.:

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WOODBRIDGE AND THE TOWNSHIP OF FRANKLIN FOR QUALIFIED PURCHASING AGENT SERVICES**

THIS AGREEMENT ("**AGREEMENT**"), made this ___ day of _____, 2026 between the TOWNSHIP OF WOODBRIDGE, a municipal corporation of the State of New Jersey located at 1 Main Street, Woodbridge, New Jersey 07095, hereinafter referred to as the "WOODBRIDGE" and the TOWNSHIP OF FRANKLIN, located at 475 DeMott Lane, Somerset, NJ 08873, hereinafter referred to as "**FRANKLIN**" (together referred to as the "**PARTIES**").

**WHEREAS**, Woodbridge employs a Qualified Purchasing Agent ("**QPA**"); and

**WHEREAS**, Franklin is in need of QPA services; and

**WHEREAS**, Woodbridge is able to accommodate Franklin's needs by entering into a Shared Services Agreement with Franklin; and

W**HEREAS**, both Woodbridge and Franklin are desirous of entering into an agreement with respect to the provision of QPA services under the parameters of the Shared Services Act, N.J.S.A. 40A:65-1 et seq. which permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses;

**NOW, THEREFORE,** in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## DUTIES OF WOODBRIDGE

A. Woodbridge shall make available to Franklin its QPA to assist with the Franklin's purchasing matters. The QPA will provide Franklin with the same level and quality of service expected as an employee of Woodbridge. The QPA shall not be considered an employee of Franklin.

B. Woodbridge shall provide, at its sole cost and expense, all personnel required to provide the herein described QPA services.

C. Woodbridge shall comply at all times with applicable laws, rules and requirements to the same degree required by Franklin.

## DUTIES OF FRANKLIN

A. Franklin shall make space available to Woodbridge as is reasonably required to facilitate the performance of the QPA services.
B. Franklin shall cooperate at all times with Woodbridge to accomplish the transition.

## GENERAL TERMS

A. Termination. Either Party may cancel this Agreement at any time by providing sixty (60) days written notice to the other party.

B. In the event that any disputes or questions arise between Woodbridge and Franklin as to the interpretation of the terms of this Agreement or the satisfactory performance by either party of the services and other responsibilities provided for in this Agreement, the Woodbridge Township Business Administrator and the Franklin Township Manager, or their respective designee, agree to use their best efforts to amicably resolve such disputes or questions between themselves.

C. Effective Date and Term. This Agreement shall become effective for one (1) year upon its execution, following the Parties' adoption of resolutions approving the terms of this Agreement.

D. Compensation. Franklin shall pay Woodbridge a monthly amount of Two Thousand Five Hundred ($2,500.00) Dollars for QPA services per month.

E. Limitation or Liabilities. Franklin and Woodbridge hereto agree to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this Agreement. Such obligation of both Parties as set forth in this Section shall survive the expiration or termination of this Agreement. The Parties shall be liable to each other for their own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1, et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59: 13-1, et. seq.

F. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

G. Counterparts. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

H. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

I. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

J. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

K. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party.

**IN WITNESS WHEREOF**, Woodbridge and Franklin shall cause this agreement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above written.

**WITNESS:** **THE TOWNSHIP OF FRANKLIN**

_____ _____

Ann McCarthy, MMC
Township Clerk

Mayor Phillip Kramer

Dated:

**WITNESS:** **THE TOWNSHIP OF WOODBRIDGE**

_____ _____

John Mitch, RMC
Township Clerk

Mayor John E. McCormac

Dated:

**RESOLUTION**

**BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WOODBRIDGE** that the Mayor or his designee is hereby authorized to execute a Shared Services Agreement with the Township of Franklin for Qualified Purchasing Agent services in the form substantially similar to that on file in the Office of the Municipal Clerk.

**ADOPTED:**

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Woodbridge at their Regular Meeting held on _____.

_____
JOHN M. MITCH, RMC, CMC, CMR
MUNICIPAL CLERK

**RESOLUTION – AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION - BUREAU OF NJPDES STORMWATER PERMITTING - 2025 LEAF COMPOSTING GRANT PROGRAM**

**WHEREAS,** the New Jersey Department of Environmental Protection, Bureau of NJPDES Stormwater Permitting has announced the availability of grant funds through the 2025 Leaf Composting Grant Program; and

**WHEREAS,** the Township of Franklin desires to apply for grant funding in the amount of $35,526.00 to support leaf composting activities; and

**WHEREAS,** the grant application requires a resolution from the governing body authorizing the submission of the application and execution of the grant agreement; and

**WHEREAS,** the Township Council finds that participation in this grant program is in the best interests of the residents of Franklin Township.

**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 Council hereby authorizes the submission of a grant application to the New Jersey Department of Environmental Protection, Bureau of NJPDES Stormwater Permitting for the 2025 Leaf Composting Grant Program in the amount of $35,526.00.

2. The Township Council hereby designates Carl Hauck, DPW Manager as the Authorized Official to execute the grant agreement and any amendments thereto on behalf of the Township of Franklin.

3. The Authorized Official is hereby authorized to take all necessary actions and execute all documents required to complete the grant application and to implement the grant program if awarded.

4. The Township Council hereby acknowledges that amendments to the grant agreement may be necessary and authorizes the Authorized Official to execute such amendments as required.

5. This Resolution shall take effect immediately upon adoption in accordance with 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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION – CONFIRM APPOINTMENT OF CATHERINE GANTNER-WILBUR AS DEPUTY TAX ASSESSOR**

**WHEREAS,** N.J.S.A. 40A:9-148, requires the Township of Franklin to provide for the appointment of a Deputy Tax Assessor; and

**WHEREAS,** the current non-tenured Deputy Tax Assessor has resigned their position; and

**WHEREAS**, it is the desire of the Mayor and Council of Township of Franklin to confirm the appointment Catherine Gantner-Wilbur for the unexpired term of office starting on February 9, 2026 to June 30, 2028 pursuant to N.J.S.A. 40A:9-148; and

**WHEREAS**, the Deputy Assessor will hold public office hours Monday through Friday from 8:30 a.m. to 4:30 p.m.;

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

The Township Council confirms the appointment of Catherine Gantner-Wilbur for the expired term of office starting on February 9, 2026 to June 30, 2028 pursuant to N.J.S.A. 40A:9-148;

Resolution #26-099 was duly adopted by the Township Council at a public meeting held on February 10, 2026 to appoint a full time Deputy Tax Collector; and

Certified copies of said Resolution shall be forwarded to the Director, Division of Taxation; Administrator, Board of Taxation; Township Manager and Deputy Tax Assessor.

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**RESOLUTION - AWARD FAIR & OPEN PROFESSIONAL SERVICES AGREEMENT & APPOINTMENT - 2026 BOND COUNSEL (MC-FO-0008-26-3.1) - EVERETT M. JOHNSON, ESQ. - WILENTZ ATTORNEYS AT LAW**

**WHEREAS**, the Township of Franklin desires to appoint a Bond Counsel for the year 2026; and

**WHEREAS,** bid proposals were advertised for 2026 Bond Counsel (MC-FO-0008-26-3.1) on the Township's website to be opened on December 3, 2025; and

**WHEREAS**, the Law Firm of Wilentz Attorneys at Law, Woodbridge, New Jersey is a Law Firm that specializes in municipal government and bond law, with years of experience, including prior representation of the Township of Franklin as Bond Counsel and has submitted a proposal for 2026 Bond Counsel indicating they will provide the professional services in an amount as per their fee schedule; 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

**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) Everett M. Johnson, Esq. is hereby appointed Bond Council for the Township of Franklin for a one-year term ending December 31, 2026.

(2) 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.

(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:** | Wilentz Attorneys at Law<br>*Everett M. Johnson, Esq.*<br>90 Woodbridge Center Drive, Suite 900, Box 10<br>Woodbridge, NJ 07095 |
| **CONTRACT AMOUNT:** | As per Agreement |
| **CONTRACT PERIOD:** | January 1, 2026 thru December 31, 2026 |

# *Franklin Township*

## In Somerset County

**SERVICE:** 2026 Bond Counsel (MC-FO-0008-26-3.1)

**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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk

**Verified and Encumbered as to Availability of Funds:**
Date: 2/10/2026
Account No.: Various
PO No.: TBD

By: _____
ROSSANA GUTIERREZ, Director of Revenue & Finance

*As of 2/2/2026*

# 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 | 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 |

**RESOLUTION - AUTHORIZE EXECUTIVE SESSION – ATTORNEY/CLIENT PRIVILEGE – PENDING LITIGATION**

**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*: Attorney Client Privilege – Pending Litigation*

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 2/10/2026.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 2/10/2026.

Ann Marie McCarthy
Township Clerk