

**CONSENT AGENDA
FOR THE MEETING OF THE MAYOR AND COUNCIL
OF THE BOROUGH OF FRANKLIN
AT 46 MAIN STREET, FRANKLIN, NJ HELD ON
MARCH 10, 2026**

ALL MATTERS LISTED BELOW ARE CONSIDERED ROUTINE IN NATURE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF ANY DISCUSSION IS DESIRED, THAT PARTICULAR ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.

CORRESPONDENCE (ACCEPTANCE FOR FILING ONLY OF THE FOLLOWING):

1. County of Sussex resolution appointing the Clerk of the Board of County Commissioners as the custodian of core county government records.
2. Township of Hardyston Ordinance amending Chapter 185 entitled "Zoning" of the code of the Township of Hardyston to delete the existing section 185-90.1 entitled very-low-, low- and moderate-income housing and to replace it in its entirety with a new section 185-90.1 entitled "affordable housing" and to make other amendments.
3. Township of Hardyston Ordinance amending chapter 185, zoning ordinance of the Township of Hardyston, to establish a new "AH-1 Affordable Housing overlay-district" for the property identified as block 67 lot 2.08 and block 67.29 lot 1 in the township.
4. Township of Hardyston Ordinance amending Chapter 185, Zoning Ordinance of the Township of Hardyston, to establish a new "AH-2 Affordable Housing Overlay-District" for the property identified as Block 67 Lot 16.03 and Block 67.05 Lot 1 in the Township.
5. Township of Hardyston Ordinance adopting certain amendments to the Redevelopment Plan Identified as the Route 94 Redevelopment Plan for Block 16 Lot 8.01 and Block 14 Lot 24.01.

REPORTS (ACCEPTANCE FOR FILING OF THE FOLLOWING):

1. Police Department Report – December 2025
2. Police Department Report – January 2026
3. Water/Sewer Division Report – February 2026
4. Permit Activity Report – February 2026
5. Permit List – February 2026
6. COH Report – February 2026
7. Road Department Report – February 2026

APPLICATIONS (APPROVAL OF THE FOLLOWING):

1. None filed.

RESOLUTIONS (APPROVAL OF THE FOLLOWING):

1. Payment of bills for the meeting of March 10, 2026.

COUNTY OF SUSSEX

RECEIVED

FEB 25 2026

*Clerk of the Board of County Commissioners
Sussex County Administrative Center
One Spring Street
Newton, NJ 07860
Tel: 973-579-0240
Fax: 973.383-1124*



Borough of Franklin
Municipal Clerk's Office
Linda Miller
Clerk of the Board
Email: lmiller@sussex.nj.us

CONSENT

February 13, 2026

Franklin Borough Municipal Building
Attention: Municipal Clerk
46 Main Street
Franklin, NJ 07416

RESOLUTION RE: APPOINTMENT OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS AS THE CUSTODIAN OF CORE COUNTY GOVERNMENT RECORDS PURSUANT TO N.J.S.A. 47:1A-1 ET SEQ.

Dear Sir/Madam:

The above-captioned Resolution was adopted by the Sussex County Board of County Commissioners at its meeting held on February 11, 2026.

Enclosed please find a certified copy of the Resolution for your files. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Linda Miller
Clerk of the Board
Sussex County
Board of County Commissioners

Encl.



RESOLUTION RE: APPOINTMENT OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS AS THE CUSTODIAN OF CORE COUNTY GOVERNMENT RECORDS PURSUANT TO N.J.S.A. 47:1A-1 ET SEQ.

WHEREAS, N.J.S.A. 47:1A-1 et seq. requires that government entities appoint a custodian of its government records; and

WHEREAS, the Board of County Commissioners desires to appoint a custodian of its core government records, which would include all County records except those of the County Sheriff, the County Prosecutor, the Tax Board, the Board of Elections and the Superintendent of Schools; and

WHEREAS, the Clerk of the Board has custody of all records of the Board, including formal Contracts, Board Resolutions and Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Sussex County Board of County Commissioners that effective February 11, 2026, Linda Miller, Clerk of the Board, is hereby appointed as the Custodian of Core County Government Records who shall comply with all the requirements of N.J.S.A. 47:1A-1 et seq.; and

BE IT FURTHER RESOLVED that this Resolution shall supersede all previous Resolutions concerning the appointment of a Custodian of Records; and

BE IT FURTHER RESOLVED that certified copies be forwarded to all Constitutional Officers, the Election Board, the Board of Taxation, Municipal Clerks and the Superintendent of Schools.

Certified as a true copy of the Resolution adopted by the Board on the 11th Day of February, 2026


Linda Miller, Clerk of the Board
Board of County Commissioners
County of Sussex, New Jersey

| RECORD OF VOTE | | | | | | |
|----------------|-----|-----|------|-----|------|-----|
| COMMISSIONER | AYE | NAY | ABST | ABS | MOVE | SEC |
| Carney | ✓ | | | | | ✓ |
| DeGroot | ✓ | | | | | |
| Henderson | ✓ | | | | ✓ | |
| Silverthorne | ✓ | | | | | |
| Space | ✓ | | | | | |

ABST - Abstain

ABS - Absent

MOVE - Moved

SEC - Seconded

CONSENT

RECEIVED

MAR 02 2026

Borough of Franklin
Municipal Clerk's Office

**TOWNSHIP OF HARDYSTON
ORDINANCE #2026-04**

**AN ORDINANCE OF THE COUNCIL OF THE TOWNSHIP OF HARDYSTON
AMENDING CHAPTER 185 ENTITLED 'ZONING' OF THE CODE OF THE
TOWNSHIP OF HARDYSTON TO DELETE THE EXISTING SECTION 185-90.1
ENTITLED VERY-LOW, LOW AND MODERATE INCOME HOUSING' AND TO
REPLACE IT IN ITS ENTIRETY WITH A NEW SECTION 185-90.1 ENTITLED
"AFFORDABLE HOUSING" AND TO MAKE OTHER AMENDMENTS**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of the Hardyston as follows:

Section 1: Chapter 185 entitled "Zoning" is hereby amended to delete the existing section 185-90.1 } entitled "Very-low, low- and moderate-income housing" and to replace it in its entirety with the following section 185-90.1 entitled "Affordable Housing."

185-90.1 Affordable Housing

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Hardyston 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").

2. 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.

3. The Hardyston Joint Land Use 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.

4. 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.

5. 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.

B. 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 Non-lapsing 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.

C. Monitoring and Reporting Requirements

- I. 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:
 - a. 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>.
 - b. 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.
 - c. 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.

D. Municipality-wide Mandatory Set-Aside

1. A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
2. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
3. All such affordable units shall be governed by this ordinance for the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.

4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
5. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.
6. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.
7. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round the set-aside upward to construct a whole additional affordable unit.

E. 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.

1. 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.
2. 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 |

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:
 - ii. 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.
 - iii. Each bedroom in each restricted unit must have at least one window.
 - iv. Restricted units must include adequate air conditioning and heating.
 - b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

- v. 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.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. 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.
- c. 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

- v. 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).
- vi. 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.
- vii. Each bedroom in each restricted unit must have at least one window; and
- ix. Restricted units must include adequate air conditioning and heating.

4. Utilities.

- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
- b. 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.A.C. 5:80-26.13(e).

5. Low/moderate split and bedroom distribution.

- a. 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.
- b. 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.
- c. 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.

- d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total number of low- and moderate-income units. The municipality has chosen not to allow rounding.
 - iv. At least 30% of all low- and moderate-income units, rounded up, shall be two-bedroom units. The municipality has chosen not to allow rounding.
 - v. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units. The municipality has chosen not to allow rounding.
 - vi. The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
- e. 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.

6. Accessibility requirements.

- a. 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.

b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor 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:

- ii. An adaptable toilet and bathing facility on the first floor;
- iii. An adaptable kitchen on the first floor;
- iv. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
- v. 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;
- vi. 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
 - a. 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;
 - b. 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.
 - c. 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.
 - d. 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.

- e. 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.
- f. 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.
- vii. 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.

F. Affordable Housing Programs

- 1. 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.
- 2. 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).
 - a. 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.

- b. Both ownership and rental units shall be eligible for rehabilitation funds.
- c. 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.
- d. 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.
- e. 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.
- f. 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:
 - i. 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.
 - ii. 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.
 - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

3. 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)).

a. 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:

i. 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.

ii. 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;

iii. 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.

iv. 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.

v. 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.

vi. The deed restriction for the extended control period shall be filed with the County Clerk.

4. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

a. 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.

b. 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.

- c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - d. 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.
 - e. Low- and moderate-income residents cannot be charged any upfront fees.
 - f. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - iii. 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
 - g. 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.
5. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
- a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. 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).
 - ii. 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.

- iii. 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.
- iv. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
- v. Occupancy shall not be restricted to youth under 18 years of age.
- vi. 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.
- vii. 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).
- ii. 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.
- iii. 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.
- x. 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.
- xi. The sponsor/owner shall complete annual monitoring as directed by the MHL.

G. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. 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.
3. 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.

H. Maximum Initial Rents and Sales Prices.

1. 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.
2. 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.
3. 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.)*

4. 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.
5. 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.
6. 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.
7. In determining the initial sales prices and rents for compliance with the average affordability requirements for restricted family units, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.

8. 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:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one- and one-half-person household; and
 - c. 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.
9. 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 Freddie Mac 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.
10. 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 average affordability 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.
11. 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.

I. Affirmative Marketing.

1. 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.
2. 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 1 and is required to be followed throughout the period of deed restriction.
3. 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.
 - a. 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.
 - b. There shall be a regional preference for all households that live and/or work in Housing Region 1 comprising Counties.
 - c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - d. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
10. 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.

J. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

K. Occupancy Standards.

1. 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:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - b. Provide a bedroom for every two adult occupants;
 - c. 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
 - d. Avoid placing a one-person household into a unit with more than one bedroom.

L. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. 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.
2. 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).
3. 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.
4. 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.
5. 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:
 - a. 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
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

6. 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.
7. 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.
8. 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.
9. 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.

M. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. 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:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - b. 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.
 - i. 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.
 - ii. 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

- c. 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:
 - i. those that render the unit suitable for a larger household or the addition of a bathroom.
 - ii. 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);
 - d. 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.
2. 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.

N. Buyer Income Eligibility.

1. 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.

2. 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.
3. 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.
4. 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:
 - a. 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;

- b. 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
- c. The household is currently in substandard or overcrowded living conditions;
- d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

O. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- 1. 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.
- 2. 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).

P. Control Periods for Restricted Rental Units.

- 1. 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.
- 2. 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.
- 3. 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.

4. 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.
5. 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.
6. 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.
7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - d. 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.

Q. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. 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.
3. 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.
 - a. 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.

4. 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.
5. 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.
6. 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.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. 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.

R. Tenant Income Eligibility.

1. 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:
 - a. 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.
 - b. 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.
 - c. 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.
2. 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:

- a. 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;
 - b. 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;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. 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.
3. 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.

S. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. 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 N.J.A.C. 5:99-1 et seq.
3. 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:
 - a. 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.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.

- d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
- e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
- g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- h. 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.
- i. 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.
- j. Listing on the municipal website contact information for the MHL and Administrative Agents.

T. Administrative Agent.

- 1. 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.
- 2. The fees for administrative agents shall be paid as follows:
 - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

3. 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.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. 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.
 - ii. 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.
 - c. Household certification.
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. 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;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, 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.
 - v. 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.

- vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
 - i. 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.
 - ii. 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.
 - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
 - i. 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.
 - ii. 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.
- f. Resales and re-rentals.
 - i. 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.
 - ii. 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.
- g. Processing requests from unit owners.

- i. 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.
 - ii. 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.
 - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
 - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - v. 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.

- i. 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.

U. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. 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.
 - b. The total number of units in the project and the number of affordable units.
 - c. 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.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. 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.
2. 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:
 - a. 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.

- b. Provide to the administrative agent a description of any applicable fees.
 - c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - d. 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.
 - e. Provide to the administrative agent a proposed form of lease for any rental units.
 - f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. 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:
- a. Proposed pricing for all units, including any purchaser options and add-on items.
 - b. Condominium or homeowner association fees and any other applicable fees.
 - c. Estimated real property taxes.
 - d. Sewer, water, trash disposal, and any other utility assessments.
 - e. Flood insurance requirement, if applicable.
 - f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

V. Enforcement of Affordable Housing Regulations

- 1. 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.

2. 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:
 - a. 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:
 - i. 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;
 - ii. 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;
 - iii. 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.
3. 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.
4. 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
 - f. 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.
5. 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 released 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.
6. 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.
7. 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.

8. Appeals

- a. 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.

W. Development Fees.

1. Purpose

- a. 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.

2. 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.

3. Residential Development Fees

a. Imposed fees

- i. 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.

- ii. 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

- i. 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.
- ii. 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.
- iii. Development fees shall not be imposed and collected when an existing single family residential structure undergoes a change to a

more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement.

- iv. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

4. Non-Residential Development Fees

a. Imposition of fees

- i. 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.
- ii. 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.
- iii. 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

- i. 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.
- ii. 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.

5. 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. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

6. 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.

7. 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:
 - i. 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;
 - ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - iii. Rental income from municipally operated units;
 - iv. Repayments from affordable housing program loans;
 - v. Recapture funds;
 - vi. Proceeds from the sale of affordable units; and
 - vii. 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:
 - i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;

- ii. 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;
 - iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - vi. Revocation of compliance certification or a judgment of compliance and repose;
 - vii. 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;
 - viii. 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.

8. 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.
 - i. 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.
 - ii. 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.

9. Monitoring

- a. 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.

10. 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).

11. 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.

Section 2. Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3, 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 4. Effective Date

This ordinance shall take effect as provided by law.

NOTICE

TAKE NOTICE that the above entitled ordinance was introduced at a regular meeting of the Township Council of the Township of Hardyston on February 25, 2026 and will be considered for final passage after public hearing at a regular meeting of the Township Council of the Township of Hardyston to be held on March 25, 2026 at 7:00 pm in the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey 07419.

Jane Bakalarczyk, RMC, Municipal Clerk

CONSENT

ORDINANCE #2026-05

RECEIVED

MAR 02 2026

**Borough of Franklin
Municipal Clerk's Office**

AN ORDINANCE OF THE TOWNSHIP OF HARDYSTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 185, ZONING ORDINANCE OF THE TOWNSHIP OF HARDYSTON, TO ESTABLISH A NEW "AH-1 AFFORDABLE HOUSING OVERLAY-DISTRICT" FOR THE PROPERTY IDENTIFIED AS BLOCK 67 LOT 2.08 AND BLOCK 67.29 LOT 1 IN THE TOWNSHIP.

WHEREAS, the Township of Hardyston Joint Land Use Board has adopted, and the Township Council of the Township of Hardyston has endorsed, an Amended Housing Element & Fair Share Plan addressing the Township's Fourth Round affordable housing obligation; and

WHEREAS, the Amended Housing Element & Fair Share Plan recommends the establishment of an affordable housing overlay zone on the parcels located at Block 67, Lot 2.08 and Block 67.29, Lot 1 in the Township, as identified on Township's current tax records on file in the Office of the Township Tax Assessor, to be otherwise known as the "AH-1 Affordable Housing Overlay-District"; and

WHEREAS, consistent with the provisions of the Municipal Land Use Law, including N.J.S.A. 40:55D-26 and 40:55D-64, prior to the hearing on the adoption of the amendment to the Zoning Ordinance, the Township Council of the Township of Hardyston has referred to the Hardyston Joint Land Use Board the proposed amendments to the Zoning Ordinance for review, comment and recommendation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Township Council of the Township of Hardyston, County of Sussex, State of New Jersey, as follows:

SECTION 1. Chapter 185, Zoning is hereby amended and supplemented to establish the "AH-1 Affordable Housing Overlay District" at Article XXX, and to set forth the following:

Article XXX AH-1 Affordable Housing Overlay-District

§185-140. Purpose and Applicability

- A. Purpose. The purpose of the AH-1 Affordable Housing Overlay District is to provide a realistic opportunity for the development of affordable housing for households of low-and moderate-income as required by South Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)("Mount Laurel II") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., ("FHA"). These regulations are intended to implement the recommendations set forth in the Township of Hardyston Planning Board's Master Plan Reexamination Report adopted on July 25, 2019, and the Township's Housing Element and Fair Share Plan for the purpose of addressing a portion of the Township's Fourth Round prospective need obligation. Specifically, the AH-1 Affordable Housing Overlay-Zone is established as an incentive for the development of affordable housing by allowing for the development of new multi-family inclusionary dwelling units and which will also address a portion of the Township's fourth round affordable housing obligation. The AH-1 Affordable Housing Overlay-District is designed to enable the property within the Overlay District to be developed in the manner set forth herein as an alternative to the underlying MIDD-3 and R-4 zoning district and development standards that are, and shall remain in force, except for the property located at Block 67, Lot 2.08 and Block 67.29, Lot 1. The dwelling units permitted in the AH-1 Affordable Housing Overlay-District shall comply with the standards set forth herein and include a mandatory affordable housing set-aside as provided in this subsection.

B. Applicability. The provisions set forth herein pertaining to the AH-1 Affordable Housing Overlay-District shall apply exclusively and solely to the properties designated and known as Block 67, Lot 2.08 and Block 67.29, Lot 1 on the Township's current official Tax Maps of record on file in the office of the Township of Hardyston Tax Assessor, which is otherwise known as the "YMCA Front Tract" and "Indian Field Phase 5".

§ 185-141. Use regulations.

A. Principal uses. The following principal uses shall be permitted in the AH-1 District:

- (1) Attached single-family dwellings.
- (2) Quadraplex dwellings.

B. Accessory uses. The following accessory uses shall be permitted in the AH-1 District:

- (1) Required off-street parking spaces.
- (2) Private garages and private patios and decks, as defined in this chapter.
- (3) Signs as permitted by Article XIX.
- (4) Community swimming pools, tennis courts and clubhouses and gyms not to exceed 25 feet in height.
- (5) Stormwater management structures.
- (6) Rental/management office.
- (7) Maintenance/storage buildings.
- (8) Any other use which the applicable Board determines is customarily incidental to the principal permitted use on the premises.

§ 185-142. Bulk requirements and other conditions.

- A. Maximum number of residential units per acre in the district shall be 6.
- B. Maximum building coverage in the district shall be 20%.
- C. Minimum perimeter setback to the zone boundary is 25 feet.
- D. Minimum distance from a townhouse unit and a quadraplex unit is 80 feet.
- E. Attached single-family dwellings and quadraplex dwellings: See § 185-143 (Schedule of Bulk Requirements below).
- F. Accessory structures: all accessory structures shall meet the bulk and other requirements of the underlying zone except as may otherwise be specifically provided in § 185-143.
- G. All required off-street parking shall conform to the Residential Site Improvement Standards (RSIS).
- H. Recreation amenities shall be constructed throughout the entire tract consistent with the amenities which have already been constructed and shall include both passive and active amenities including but not limited to walking paths, tot lots, open space, athletic fields and park/picnic areas.
- I. Mandatory affordable housing provisions.

- (1) Within the AH-1 Affordable Housing Overlay-District, at least 20% of the total residential dwelling units constructed, rounded up to the next whole dwelling unit, shall be restricted for "very-low income housing," "low-income housing" and "moderate-income housing," as these terms are defined in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., ("FHA"). All affordable units shall be constructed on site and in accordance with the provisions of the FHA, the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.1 et seq. (UHAC), and the Township's Affordable Housing regulations set forth at §185-90.1.
- (2) At least fifty (50) percent of the total number of all affordable dwelling units shall be restricted to person(s) qualifying for low-income housing, of which no less than 13% shall be restricted for persons qualifying for "very-low income housing" as this term is defined in the FHA. The remaining balance of the total number of affordable dwelling units may be restricted for persons qualifying for moderate-income housing. In no event shall the total number of moderate-income housing units exceed fifty (50) percent of the total number of affordable dwelling units.
- (3) All affordable dwelling units shall be deed restricted for occupancy in accordance with the terms and conditions of the Township's affordable housing deed restriction. The purchaser of any affordable dwelling unit offered for sale or resale shall also be required to execute an individual Township approved affordable housing unit deed restriction along with a Township approved recapture mortgage lien and recapture note.
- (4) The length of the affordability control period set forth in any affordable housing deed restriction for each affordable dwelling unit sold or offered for sale or resale shall be for a minimum period of time of at least forty (40) years from the later of the date the first affordable household occupies the unit or the date the first certificate of occupancy is issued for the respective affordable unit. Each deed restriction shall include a reservation of the Township's right and option to extend the initial affordability control period for an additional period of time in accordance with the provisions of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.
- (5) The length of the affordability control period set forth in any affordable housing deed restriction for each affordable dwelling unit to be rented or offered for rent shall be for a minimum period of time of at least forty (40) years from the later of the date the first affordable household occupies the respective unit or the date the first certificate of occupancy is issued for the respective affordable unit. The affordable housing deed restriction shall include a reservation of the Township's right and option to extend the initial affordability control period for an additional period of time in accordance with the provisions of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.
- (6) All affordable dwelling units shall be constructed, affirmatively marketed, sold or rented, and occupied in accordance with the provisions of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.
- (7) Affordability Averages. The range of affordability, minimum and maximum pricing for the sale and/or rental of affordable dwelling units and affordability average requirements shall meet all requirements of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.

- (8) Affordable Dwelling Bedroom Distribution; Construction Phasing. The bedroom distribution of all affordable dwelling units, and construction phasing of the affordable dwelling units with the market rate dwelling units to be developed on the tract shall meet the requirements of the FHA and the UHAC.
- (9) Unless otherwise permitted by the Township, the Township's Municipal Housing Liaison and Affordable Housing Administrative Agent shall be responsible to affirmatively market, administer and certify each household for any for sale or rental affordable unit, with all administrative costs to be paid by the developer/owner of the property.
- (10) The developer/owner shall provide the Joint Land Use Board with appropriate documentation at the time of application for preliminary site plan approval to demonstrate compliance with the requirements for the low-and moderate-income units as set forth in this subsection.

185-143. Attached single-family house and quadraplex dwellings in the AH-1 Affordable Housing Overlay-District

Schedule of Bulk Requirements

| Development Standard | Attached Single-Family | Quadraplex Dwellings |
|---|---|--|
| Maximum number of units per structure | 6 | 4 |
| Maximum length of structure | 200 feet | 100 feet |
| Maximum number of single units served by a single common entrance | 1 | 1 |
| Minimum number of entrance/exits per unit | 2 | 1 |
| Maximum height ¹ | 35 feet | 35 feet |
| Minimum distance between groups of structures: | | |
| End to end | 35 feet | 15 feet |
| Rear to rear | 60 feet | 25 feet |
| Front to rear | 75 feet | 75 feet |
| Front to front | 75 feet | 75 feet |
| Front to side (except that buildings may join at corners) | 50 feet | 50 feet |
| Minimum distance to public road | 65 feet | 65 feet |
| Minimum distance to private road | 25 feet | 25 feet |
| Minimum lot width at street | 12 feet | N/A |
| Minimum lot width at building front line | 18 feet | N/A |
| Minimum distance to side property line | 25 feet | N/A |
| Minimum distance to rear property line | 25 feet | N/A |
| Minimum front yard | 25 feet | N/A |
| Required off-set | Minimum of 4 feet every 50 feet | Minimum of 4 feet every 50 feet ² |
| Required off-street parking spaces | Per Residential Site Improvement Standards | Per Residential Site Improvement Standards |
| Patios and decks | Permitted in rear yard but not within 15 feet of a rear property line | Permitted within the rear yard but not within 25 feet of another building ³ |

Notes:

- 1 Accessory structures shall not exceed 25 feet in height.
- 2 Applies only to the front (street-facing) facade of the building.
- 3 Patios and/or decks attached to the rear of one building shall be setback the following minimum distance from a patio and/or deck attached to the rear of another building: when facing rear to rear, 25 feet; when facing side to side, 15 feet.

SECTION 2. Zoning Map. Pursuant to N.J.S.A. 40A:12A-7(c), the Township's Zoning Map is hereby amended to identify AH-1 Affordable Housing Overlay-District and the properties described above.

SECTION 3. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 4. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Hardyston, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Code of the Township of Hardyston are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 5. The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Sussex County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

SECTION 6. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Joint Land Use Board of the Township of Hardyston for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Joint Land Use Board is directed to make and transmit to the Township Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION 8. This Ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with (a) the Sussex County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

NOTICE

TAKE NOTICE that the above entitled ordinance was introduced at a regular meeting of the Township Council of the Township of Hardyston on February 25, 2026 and will be considered for final passage after public hearing at a regular meeting of the Township Council of the Township of Hardyston to be held on March 25, 2026 at 7:00 pm in the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey 07419.

Jane Bakalarczyk, RMC, Municipal Clerk

CONSENT

ORDINANCE #2026-06

RECEIVED

MAR 02 2026

Borough of Franklin
Municipal Clerk's Office

AN ORDINANCE OF THE TOWNSHIP OF HARDYSTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 185, ZONING ORDINANCE OF THE TOWNSHIP OF HARDYSTON, TO ESTABLISH A NEW "AH-2 AFFORDABLE HOUSING OVERLAY-DISTRICT" FOR THE PROPERTY IDENTIFIED AS BLOCK 67 LOT 16.03 AND BLOCK 67.05 LOT 1 IN THE TOWNSHIP.

WHEREAS, the Township of Hardyston Joint Land Use Board has adopted, and the Township Council of the Township of Hardyston has endorsed, an Amended Housing Element & Fair Share Plan addressing the Township's Fourth Round affordable housing obligation; and

WHEREAS, the Amended Housing Element & Fair Share Plan recommends the establishment of an affordable housing overlay zone on the parcels located at Block 67, Lot 16.03 and Block 67.05, Lot 1 in the Township, as identified on Township's current tax records on file in the Office of the Township Tax Assessor, to be otherwise known as the "AH-2 Affordable Housing Overlay-District"; and

WHEREAS, consistent with the provisions of the Municipal Land Use Law, including N.J.S.A. 40:55D-26 and 40:55D-64, prior to the hearing on the adoption of the amendment to the Zoning Ordinance, the Township Council of the Township of Hardyston has referred to the Hardyston Joint Land Use Board the proposed amendments to the Zoning Ordinance for review, comment and recommendation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Township Council of the Township of Hardyston, County of Sussex, State of New Jersey, as follows:

SECTION 1. Chapter 185, Zoning is hereby amended and supplemented to establish the "AH-2 Affordable Housing Overlay District" at Article XXXI, and to set forth the following:

Article XXXI AH-2 Affordable Housing Overlay-District

§185-145. Purpose and Applicability

- A. Purpose. The purpose of the AH-2 Affordable Housing Overlay District is to provide a realistic opportunity for the development of affordable housing for households of low- and moderate-income as required by South Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., ("FHA"). These regulations are intended to implement the recommendations set forth in the Township of Hardyston Planning Board's Master Plan Reexamination Report adopted on July 25, 2019, and the Township's Housing Element and Fair Share Plan for the purpose of addressing a portion of the Township's Fourth Round prospective need obligation. Specifically, the AH-2 Affordable Housing Overlay-Zone is established as an incentive for the development of affordable housing by allowing for the development of new multi-family inclusionary dwelling units and which will also address a portion of the Township's fourth round affordable housing obligation. The AH-2 Affordable Housing Overlay-District is designed to enable the property within the Overlay District to be developed in the manner set forth herein as an alternative to the underlying B-1 zoning district and development standards that are, and shall remain in force, except for the

property located at Block 67, Lot 16.03 and Block 67.05, Lot 1. The multi-family inclusionary dwelling units may be mixed with the underlying zone district development standards. The dwelling units permitted in the AH-2 Affordable Housing Overlay-District shall comply with the standards set forth herein and include a mandatory affordable housing set-aside as provided in this subsection.

- B. Applicability. The provisions set forth herein pertaining to the AH-2 Affordable Housing Overlay-District shall apply exclusively and solely to the properties designated and known as Block 67, Lot 16.03 and Block 67.05, Lot 1 on the Township's current official Tax Maps of record on file in the office of the Township of Hardyston Tax Assessor, which is otherwise known as "Indian Field Commercial".

§ 185-146. Use regulations.

- A. Principal uses. The following principal uses shall be permitted in the AH-2 District:
- (1) Mixed-use development consisting of a combination of any B-1 zone district permitted principal, accessory or conditional use and affordable inclusionary multi-family dwelling units.
 - (2) Affordable inclusionary multi-family dwelling units may be developed in residential buildings or above ground floor non-residential space (mixed use building), or any combination thereof.
 - (3) Affordable inclusionary multi-family dwelling and mixed use buildings: See § 185-143 (Schedule of Bulk Requirements below).
- B. Accessory uses. The following accessory uses for affordable inclusionary multi-family dwelling units shall be permitted in the AH-2 District:
- (1) Required off-street parking spaces.
 - (2) Private garages and private patios and decks, as defined in this chapter.
 - (3) Signs as permitted by Article XIX.
 - (4) Stormwater management structures.
 - (5) Rental/management office.
 - (6) Maintenance/storage buildings.
 - (7) Any other use which the applicable Board determines is customarily incidental to the principal permitted use on the premises.

§ 185-147. Bulk requirements and other conditions.

- A. Maximum number of residential units per acre in the district shall be 6.
- B. Minimum floor area ratio of non-residential development applied to residential development shall 0.3
- C. Accessory structures: all accessory structures shall meet the bulk and other requirements of the underlying zone except as may otherwise be specifically

provided in § 185-148.

- D. All required residential off-street parking shall conform to the Residential Site Improvement Standards (RSIS).
- E. Recreation amenities and open space shall be constructed throughout the entire tract consistent with the amenities which have already been constructed and shall include both passive and active amenities.
- F. Mandatory affordable housing provisions.
 - (1) Within the AH-2 Affordable Housing Overlay-District, at least 20% of the total residential dwelling units constructed, rounded up to the next whole dwelling unit, shall be restricted for “very-low income housing,” “low-income housing” and “moderate-income housing,” as these terms are defined in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., (“FHA”). All affordable units shall be constructed on site and in accordance with the provisions of the FHA, the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.1 et seq. (UHAC), and the Township’s Affordable Housing regulations set forth at §185-90.1.
 - (2) At least fifty (50) percent of the total number of all affordable dwelling units shall be restricted to person(s) qualifying for low-income housing, of which no less than 13% shall be restricted for persons qualifying for “very-low income housing” as this term is defined in the FHA. The remaining balance of the total number of affordable dwelling units may be restricted for persons qualifying for moderate-income housing. In no event shall the total number of moderate-income housing units exceed fifty (50) percent of the total number of affordable dwelling units.
 - (3) All affordable dwelling units shall be deed restricted for occupancy in accordance with the terms and conditions of the Township’s affordable housing deed restriction. The purchaser of any affordable dwelling unit offered for sale or resale shall also be required to execute an individual Township approved affordable housing unit deed restriction along with a Township approved recapture mortgage lien and recapture note.
 - (4) The length of the affordability control period set forth in any affordable housing deed restriction for each affordable dwelling unit sold or offered for sale or resale shall be for a minimum period of time of at least forty (40) years from the later of the date the first affordable household occupies the unit or the date the first certificate of occupancy is issued for the respective affordable unit. Each deed restriction shall include a reservation of the Township’s right and option to extend the initial affordability control period for an additional period of time in accordance with the provisions of the FHA, the UHAC and the Township’s Affordable Housing regulations set forth at §185-90.1.
 - (5) The length of the affordability control period set forth in any affordable housing deed restriction for each affordable dwelling unit to be rented or offered for rent shall be for a minimum period of time of at least forty (40) years from the later of the date the first affordable household occupies the respective unit or the date the

first certificate of occupancy is issued for the respective affordable unit. The affordable housing deed restriction shall include a reservation of the Township's right and option to extend the initial affordability control period for an additional period of time in accordance with the provisions of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.

- (6) All affordable dwelling units shall be constructed, affirmatively marketed, sold or rented, and occupied in accordance with the provisions of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.
- (7) Affordability Averages. The range of affordability, minimum and maximum pricing for the sale and/or rental of affordable dwelling units and affordability average requirements shall meet all requirements of the FHA, the UHAC and the Township's Affordable Housing regulations set forth at §185-90.1.
- (8) Affordable Dwelling Bedroom Distribution; Construction Phasing. The bedroom distribution of all affordable dwelling units, and construction phasing of the affordable dwelling units with the market rate dwelling units to be developed on the tract shall meet the requirements of the FHA and the UHAC.
- (9) Unless otherwise permitted by the Township, the Township's Municipal Housing Liaison and Affordable Housing Administrative Agent shall be responsible to affirmatively market, administer and certify each household for any for sale or rental affordable unit, with all administrative costs to be paid by the developer/owner of the property.
- (10) The developer/owner shall provide the Joint Land Use Board with appropriate documentation at the time of application for preliminary site plan approval to demonstrate compliance with the requirements for the low-and moderate-income units as set forth in this subsection.

185-148. Multi-family dwelling and mixed use buildings in the AH-2 Affordable Housing Overlay-District

Schedule of Bulk Requirements

| Development Standard | Apartment Building and Garden Apartments | Attached Single-Family | Multi-Level Housing |
|---|---|-------------------------------|----------------------------|
| Maximum number of dwelling units/ structures | 12 | 8 | 16 |
| Maximum length of structure | 200 feet | 200 feet | 175 feet |
| Maximum building coverage | 20% | 20% | 30% |
| Maximum number of single units served by single common entrance | 2 | 1 | 1 |
| Minimum number of entrance/ exits per unit | 2 | 1 | 1 |
| Maximum height | 50 feet for apartment buildings; 35 feet for garden apartment | 35 feet | 35 feet |
| Minimum distance between groups of structures: | | | |
| End to end | 35 feet | 35 feet | 35 feet |
| Rear to rear | 60 feet | 60 feet | 60 feet |
| Front to back | 75 feet | 75 feet | 75 feet |
| Front to front | 75 feet | 75 feet | 75 feet |
| Front to side (except that buildings may join at corners) | 50 feet | 50 feet | 50 feet |

| | | | |
|--|---|---|---|
| Minimum distance to road | 65 feet | 50 feet | 50 feet |
| Minimum distance internal road | 45 feet | 25 feet | 25 feet |
| Minimum distance to side property line | 75 feet | 25 feet | 25 feet |
| Minimum distance to rear property line | 75 feet | 25 feet | 25 feet |
| Required off-set | Minimum of 4 feet every 50 feet | N/A | Minimum of 4 feet every 50 feet |
| Patios and decks | Not allowed outside the permitted building envelope | Permitted in the rear yard but not within 15 feet of the rear property line | Not allowed outside the permitted building envelope |

SECTION 2. Zoning Map. Pursuant to N.J.S.A. 40A:12A-7(c), the Township's Zoning Map is hereby amended to identify AH-2 Affordable Housing Overlay-District and the properties described above.

SECTION 3. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 4. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Hardyston, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Code of the Township of Hardyston are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 5. The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Sussex County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

SECTION 6. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Joint Land Use Board of the Township of Hardyston for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Joint Land Use Board is directed to make and transmit to the Township Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with

the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION 9. This Ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with (a) the Sussex County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

NOTICE

TAKE NOTICE that the above entitled ordinance was introduced at a regular meeting of the Township Council of the Township of Hardyston on February 25, 2026 and will be considered for final passage after public hearing at a regular meeting of the Township Council of the Township of Hardyston to be held on March 25, 2026 at 7:00 pm in the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey 07419.

Jane Bakalarczyk, RMC, Municipal Clerk

MAR 02 2025

Borough of Franklin
Municipal Clerk's Office

CONSENT

Ordinance #2026-07

**An Ordinance of the Township of Hardyston, County of Sussex and State of New Jersey
Adopting Certain Amendments to the Redevelopment Plan Identified as the Route 94
Redevelopment Plan for Block 16 Lot 8.01 & Block 14 Lot 24.01**

WHEREAS, the Mayor and Council of the Township of Hardyston, by Ordinance #2024-09 adopted on August 28, 2024, adopted the Route 94 Redevelopment Plan for Block 16 Lot 8.01 & Block 14 Lot 24.01;

WHEREAS, said Redevelopment Plan complied with the requirements of all applicable State and Federal statutes and regulations promulgated thereunder;

WHEREAS, it has become necessary to amend the redevelopment plan further;

WHEREAS, the Joint Land Use Board of the Township of Hardyston has submitted to the Mayor and Township Council its recommendations regarding the amendments to the Redevelopment Plan for the Area and the Mayor and Township Council duly considered the Joint Land Use Board's recommendations concerning same;

WHEREAS, the Township Council of the Township of Hardyston, as the Redevelopment Entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., has reviewed and considered the recommended amendments to the Redevelopment Plan from the Joint Land Use Board;

WHEREAS, the Township Council of the Township of Hardyston, as the Redevelopment Entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., has reviewed the certain proposed amendments to the Redevelopment Plan, approved by the Hardyston Township Joint Land Use Board, and wish to adopt these amendments as referenced in Exhibit "A" to this Ordinance, attached hereto and made a part hereof this Ordinance; and

WHEREAS, the Township Council of the Township of Hardyston has determined that approving the proposed amendments to the Redevelopment Plan will be in the best interest of the residents of the Township of Hardyston; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Township Council of the Township of Hardyston, County of Sussex and State of New Jersey that:

Section 1. That the proposed amendments to the Redevelopment Plan, as referenced in Exhibit "A" to this Ordinance, attached hereto and made a part hereof this Ordinance, hereby are adopted as amendments to Ordinance #2024-09 and any and all subsequent revisions to this Ordinance; and

Section 2. It is hereby found and determined that the Amended Redevelopment Plan conforms to the Master Plan of the Township of Hardyston;

Section 3. It is hereby found and determined that the Amended Redevelopment Plan gives due consideration of the provision of appropriate allowable uses of the areas as is desirable for mixed use residential development, with special consideration for the health, safety and welfare of the residents of the area and the Township of Hardyston;

Section 4. It is hereby found and determined that the amendments to the Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the redevelopment of the area;

Section 5. In order to facilitate the implementation of the Redevelopment Plan and the amendments thereto, it is hereby found and determined that this action must be taken by this Township Council to amend this Section of the Redevelopment Plan in order to facilitate the rehabilitation and redevelopment of the property;

Section 6. Development activity pursuant to the Redevelopment Plan and its amendments shall only be related to the area and any analysis of surrounding area contained in the Redevelopment Plan and its amendments shall not be construed to mean that the Township of Hardyston intends to develop such surrounding areas.

Section 7. The Redevelopment Plan for the area and its amendments, having been duly reviewed and considered, is hereby approved, and the Township Clerk is hereby directed to file a copy of the Redevelopment Plan with the minutes of this meeting.

Section 8. All Ordinances contrary to the provisions of this section of the Ordinance are hereby repealed to the extent that they are inconsistent herewith.

Section 9. This Ordinance shall take effect upon final passage and publication in accordance with law.

NOTICE

TAKE NOTICE that the above entitled ordinance was introduced at a regular meeting of the Township Council of the Township of Hardyston on February 25, 2026 and will be considered for final passage after public hearing at a regular meeting of the Township Council of the Township of Hardyston to be held on March 25, 2026 at 7:00 pm in the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey 07419.

Jane Bakalarczyk, RMC, Municipal Clerk

**Amendment to Route 94 Redevelopment Plan
for Block 16 Lot 8.01 & Block 14 Lot 24.01**

**Hardyston Township
Sussex County, New Jersey**

**Prepared by
Carrine Piccolo-Kaufer, P.P.
Township Planner
NJ PP LICENSE #33LI00613500**

(Addition of text in bold; deletion noted in strikethrough)

Section 1. Amend Paragraph 1 of Property Description & Location to read as follows:

PROPERTY DESCRIPTION & LOCATION

The Redevelopment Area is located in the north-central portion of the Township adjacent to the Hamburg Borough municipal border along Route 94 and consists of two undeveloped properties: Block 14, Lot 24.01 (referred to hereinafter as "**Village Center North**") and Block 16, Lot 8.01 (referred to hereinafter as "**Village Center South**"). The properties are not contiguous, but are adjacent to each other, separated by rights-of-way. Block 16, Lot 8.01 has frontage along the southern side of Route 94. Block 14, Lot 24.01 is located on the northern side of Route 94, across from Block 16, Lot 8.01.

Section 2. Amend Paragraph 2 of Objectives of the Plan to read as follows:

OBJECTIVES OF THE PLAN

The purpose of the Route 94 Redevelopment Plan is to amend the Village Center Ordinance in order to provide additional flexibility for the proposed development of the sites while maintaining the overall original vision for the Village Center. The market has changed quite dramatically since the ordinance was first adopted in 2007. Rather than create a retail-oriented Village Center area, the Plan is to create a resort-oriented commercial services and recreation-oriented Village Center. Thus, the focus on non-residential development in the center would be on activities both indoor and outdoor to enhance the character of the area. The Plan is to allow for more recreation-oriented uses as has been the case in the Crystal Springs development over the past several years. **The Plan allows for designation of different redevelopers for the redevelopment of Village Center South and Village Center North properties (which**

redevelopers, in the event of such designation, are referred to collectively as “redeveloper” in this Plan).

Section 3. Amend Section 185-119 Tract Standards, Subsection D, Requirements, Sub-Area 3.

(3) Maximum residential units: In no instance shall there be more than 1,056 units, which includes any on-site affordable units. The maximum number of residential units in the village center and the adjacent Commercial Recreation Zone shall not exceed a total of 2,738 units. Beds/units in assisted living facilities, nursing homes and hospice care shall count as units for the purposes of this section.

Village Center South: In no instance shall there be more than 634 units, which includes any on-site affordable units, located in Village Center South.

Village Center North: In no instance shall there be more than 422 units, which includes any on-site affordable units, located in Village Center North.

Section 4. Amend Section 185-119 Tract Standards, Subsection D, Requirements, Sub-Area 11, Minimum Affordable Housing.

Sec 185-119 D (11)

(11) Minimum affordable housing:

(a) ~~The Village Center South will provide 143 rental units.~~ The redeveloper of Village Center South will provide for affordable rental units and/or for-sale units totaling twenty-percent (20%), or such amount as required at such time by applicable New Jersey state law, of the total market-rate units in accordance with Uniform Housing Affordability Controls phasing requirements and requirements of the Township’s Affordable Housing Ordinance established by Chapter 185, Article XXI, Subsection 90.1 and determined based solely on the actual development within Village Center South.

The redeveloper of Village Center North will provide for affordable rental units and/or for-sale units totaling twenty-percent (20%), or such amount as required at such time by applicable New Jersey state law, of the total market rate residential unit in accordance with Uniform Housing Affordability Controls phasing requirements and requirements of the Township’s Affordable Housing Ordinance established by Chapter 185, Article XXI, Subsection 90.1 and determined based solely on the actual development within Village Center North. All proposed affordable units shall be constructed according to Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.). In addition, 13% of the total units shall be very-low income.

(12) Resort recreation activities both indoor and outdoor including, but not limited to axe throwing, zip lines, indoor and outdoor pools and water parks, pickle ball, paddle tennis and tennis, mini-golf, and arcades; and

(13) Recording studios.

(14) Long-term resident care

(15) ~~Townhouses.~~ **Resort Oriented Housing to include; single-family detached dwellings, single-family detached dwellings with zero-lot-lines, single-family attached (duplex) dwellings with zero-lot-lines, townhouse dwelling units, multilevel housing units, multistory, common entrance condominium buildings, and age-restricted housing;**

(16) Multi-family: including multi-story, common-entrance ~~condominium~~ or apartment buildings

(17) Short-term rentals ~~south of Route 94~~ in the Mixed-Use Village Center South Zone.

(18) Public and quasi- public uses such as museums or civic space;

(19) Hotel condominiums only if operated in connection with a full-service hotel developed in the village center;

(20) Low and moderate affordable housing. affordable units may be located on the ground level provided they do not front on Main Street;

(21) Meeting rooms and conference facilities;

(22) Golf villa units;

(23) Mixed-use with nonresidential uses on the ground level and residential uses above.

B. The following uses shall be permitted in the Village Center North:

(1) **Resort Oriented Housing to include; single-family detached dwellings, single-family detached dwellings with zero-lot-lines, single-family attached (duplex) dwellings with zero-lot-lines, townhouse dwelling units, multilevel housing units, multistory, common entrance condominium buildings, and age-restricted housing;**

(2) **Multi-family; including multi-story, common-entrance apartment buildings.**

Section 6. Amend Section 185-21, Additional standards and accessory uses.

§ 185-121 Additional standards and accessory uses.

[Repeal Section 185, Attachment 12: Additional Standards and Accessory Uses]

A. The following accessory uses shall be permitted in the Mixed-Use Village Center zone located in Village Center South:

~~(b) The affordable housing obligation shall be provided pursuant to an affordable housing developer's agreement with the Township Council. Affordable units may be located throughout the development. The Commercial Recreation (CR) Zone is also hereby amended to confirm that § 185-90.1 of the Township Code does not apply in the CR District, excluding the Village Center South and Grand Cascades Lodge, and developer fees shall be paid for all development in the CR District outside of the Village Center South.~~

(b)(e) If assisted living facilities are constructed pursuant to the long-term care residence option, then creditworthy assisted living beds/units may be credited against the required affordable rental units, of which no more than 1/3 of the total number of affordable units shall be age-restricted. Assisted living facilities may have up to 10% of the total units as affordable.

Section 5. Amend Section 185-20. Permitted Uses.

§ 185-120 Permitted uses.

[Repeal Section 185, Attachment 11: Permitted Uses]

A. The following uses shall be permitted in the Mixed-Used Village Center zone located in **Village Center South**:

- (1) Retail sales and services (exclusive of auto-related uses);
- (2) Restaurants and eating establishments (including curbside pickup and outdoor dining);
- (3) Banks and financial institutions;
- (4) Theatres;
- (5) Health clubs, spas, saunas, wellness centers;
- (6) Urgent-care centers and surgical centers (nonretail uses);
- (7) Offices;
- (8) Indoor recreational uses and clubhouses (exclusive of adult entertainment uses);
- (9) Pubs, taverns, bars, brew pubs, breweries, distilleries, wineries including retail sales and tasting;
- (10) Art schools and cooking schools;
- (11) Hotels;

- (1) Parking;
- (2) Signage;
- (3) Outdoor dining;
- (4) Public spaces/plazas/open space;
- (5) Merry-go-rounds;
- (6) Miniature trains;
- (7) Glockenspiels;
- (8) Amphitheaters;
- (9) Holiday markets, festivals and events;
- (10) Farmers markets and petting zoos;
- (11) Outdoor recreation classes. i.e., Goat Yoga;
- (12) Hiking paths, activity trails; Bandstands, gazebos, outdoor pavilions; and
- (13) Other accessory uses and structures customary and incidental to the principal permitted uses.

B. The following accessory uses shall be permitted in Village Center North:

- (1) Parking;**
- (2) Signage;**
- (3) Public spaces/plazas/open space;**
- (4) Hiking paths, activity trails, bandstands, gazebos, outdoor pavilions; and**
- (5) Other accessory uses and structures customary and incidental to the principal permitted uses.**

Section 7. Amend Administrative and Procedural Requirements, Redevelopment Entity to read as follows:

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

REDEVELOPMENT ENTITY

The Governing Body of Hardyston Township 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. **The Redevelopment Entity may designate different redevelopers for Village Center South and Village Center North.**



FRANKLIN BOROUGH POLICE DEPARTMENT

CHIEF GREGORY M. CUGLIARI
15 Cork Hill Road, Franklin, NJ 07416
Phone: (973) 827-7700 · Fax: (973) 827-1486
www.franklinborough.org



CONSENT

RECEIVED

FEB 26 2026

Borough of Franklin
Municipal Clerk's Office

TO: Mayor, Council and Administrator
FROM: Franklin Borough Police Department

RE: Monthly Report for December 2025 - Attached you will find a report with attachments of the police activity by the Franklin Borough Police Department during the month of December

Meetings and Training:

212/18 – PD Ceremony of Service, Leadership and Recognition

Swearing in pm Sgt. Babcock, Sgt. MacQuesten, PO Testa, PO Sienkiewicz – Chief Cugliari,

Captain Geddis

12/16 – Mtg. FES Super – Chief Cugliari and Captain Geddis

12/11 – Boro Holiday Luncheon – Chief Cugliari, Captain Geddis and Wendy Burdge

12/9 – PowerIA – Chief Cugliari, Captain Geddis

Monthly Report of Incidents 1239

Summons Issued and Written Warnings 117

Vehicles and Mileage:

Please see attached vehicle mileage reports submitted by Joshua Raff, Director of Public Works, Hardyston Township Public Works Department for detailed information.

Respectfully submitted,
Wendy Burdge

Administrative Assistant
Records Clerk/Secretary to the Chief
Franklin Borough Police Department

Core Values

Integrity • Respect • Service • Fairness

01-203-25-240-003 (2025) Police Salaries & Wages General O

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------------|---------|-----|-----------|---------|--|--------------------|------------------|-----------------|-------------------|-------------|---------|------------------|
| | | | | | ACTIVITY/BALANCE BEFORE 12/ 1/2025 | 106,300.00 | 38,465.05 | 5,367.60 | - | - | - | 73,202.55 |
| 12/19/2025 | DJ 2527 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/15 | | 84.32 | | | | | 73,118.23 |
| 12/23/2025 | DJ 2530 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/31 | | 1,136.67 | | | | | 71,981.56 |
| 12/23/2025 | DJ 2530 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/31 - POLICE DWI GRANT | | 2,800.00 | | | | | 69,181.56 |
| 12/23/2025 | BUD 65 | | | | Transfer 12/29/25Overtime | (29,900.00) | | | | | | 39,281.56 |
| | | | | | | <u>(29,900.00)</u> | <u>4,020.99</u> | - | - | - | - | <u>39,281.56</u> |
| | | | | | | <u>76,400.00</u> | <u>42,486.04</u> | <u>5,367.60</u> | - | - | - | <u>39,281.56</u> |

01-203-25-240-004 (2025) Police Salaries & Wages Sick Day

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------------|---------|-----|-----------|---------|---|------------------|------------------|--------|-------------------|-------------|---------|------------------|
| | | | | | ACTIVITY/BALANCE BEFORE 12/ 1/2025 | 59,500.00 | 30,082.20 | | - | - | - | 29,417.80 |
| 12/19/2025 | DJ 2527 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/15 | | 1,713.96 | | | | | 27,703.84 |
| 12/23/2025 | DJ 2530 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/31 | | 7,244.28 | | | | | 20,459.56 |
| | | | | | | - | <u>8,958.24</u> | - | - | - | - | <u>20,459.56</u> |
| | | | | | | <u>59,500.00</u> | <u>39,040.44</u> | - | - | - | - | <u>20,459.56</u> |

01-203-25-240-005 (2025) Police Salaries & Wages Personal

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------------|---------|-----|-----------|---------|---|-----------|-----------------|--------|-------------------|-------------|---------|-------------------|
| | | | | | ACTIVITY/BALANCE BEFORE 12/ 1/2025 | 18,800.00 | 23,270.60 | | - | - | - | (4,470.60) |
| 12/23/2025 | DJ 2530 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/31 | | 4,414.32 | | | | | (8,884.92) |
| | | | | | | - | <u>4,414.32</u> | - | - | - | - | <u>(8,884.92)</u> |

01-203-25-240-005 (2025) Police Salaries & Wages Personal

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------|--------|-----|-----------|---------|--------------------|-----------|-----------|--------|-------------------|-------------|---------|---------------|
| | | | | | | 18,800.00 | 27,684.92 | - | - | - | - | (8,884.92) |

01-203-25-240-006 (2025) Police Salaries & Wages Holiday P

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------------|---------|-----|-----------|---------|---|-----------|-----------|--------|-------------------|-------------|---------|---------------|
| | | | | | ACTIVITY/BALANCE BEFORE 12/ 1/2025 | 50,600.00 | 57,297.62 | - | - | - | - | (6,697.62) |
| 12/19/2025 | DJ 2527 | | | 25249 | FRANKLIN BOROUGH PAYROLL ACCOU PR 12/15 | | 6,529.68 | | | | | (13,227.30) |
| | | | | | | | 6,529.68 | | | | | (13,227.30) |
| | | | | | | 50,600.00 | 63,827.30 | - | - | - | - | (13,227.30) |

01-203-25-240-007 (2025) Police Salaries & Wages Comp

From 12/ 1/2025 to 12/31/2025

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | Payment | Balance (CR)* |
|------|--------|-----|-----------|---------|------------------------------------|-----------|-----------|--------|-------------------|-------------|---------|---------------|
| | | | | | ACTIVITY/BALANCE BEFORE 12/ 1/2025 | 27,284.00 | 17,089.22 | | | | | 10,194.78 |
| | | | | | | 27,284.00 | 17,089.22 | | | | | 10,194.78 |

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... Last 24 hours ▾

From: To: Ticket Number

Page 1 next> Total count: 117

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|---------------------------|--------------|-------|-----------------------|------------|--------------|---------------|-------------------|
| E25000638 | Nov 24, 2025 | 23:45 | Notes | | 39:4-50.2 | 19060030 | PTLM Z OREN |
| E25000637 | Dec 31, 2025 | 10:44 | Notes | | 39:3-74 | 19060038 | PTLM J ROTUNDA |
| W25000355 | Dec 31, 2025 | 03:20 | Notes | | 259-2G | 19060028 | SGT R VANDERPLOEG |
| E25000636 | Dec 31, 2025 | 03:13 | Notes | | 259-2G | 19060028 | SGT R VANDERPLOEG |
| E25000635 | Dec 31, 2025 | 03:04 | Notes | | 259-2G | 19060028 | SGT R VANDERPLOEG |
| W25000354 | Dec 31, 2025 | 00:18 | Notes | | 39:3-29C | 19060028 | SGT R VANDERPLOEG |
| W25000353 | Dec 31, 2025 | 00:18 | Notes | | 39:4-98 | 19060028 | SGT R VANDERPLOEG |
| E25000634 | Dec 31, 2025 | 00:18 | Notes | | 39:4-97 | 19060028 | SGT R VANDERPLOEG |
| W25000352 | Dec 30, 2025 | 20:32 | Notes | | 39:4-97 | 19060028 | SGT R VANDERPLOEG |
| W25000351 | Dec 30, 2025 | 20:32 | Notes | | 39:4-97.1 | 19060028 | SGT R VANDERPLOEG |
| W25000350 | Dec 30, 2025 | 20:32 | Notes | | 39:4-123.B | 19060028 | SGT R VANDERPLOEG |
| W25000349 | Dec 30, 2025 | 20:32 | Notes | | 39:3-29B | 19060028 | SGT R VANDERPLOEG |
| E25000633 | Dec 30, 2025 | 20:32 | Notes | | 39:3-29A | 19060028 | SGT R VANDERPLOEG |
| W25000348 | Dec 30, 2025 | 08:10 | Notes | | 259-2 | 19060038 | PTLM J ROTUNDA |
| E25000632 | Dec 29, 2025 | 02:26 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| W25000347 | Dec 28, 2025 | 23:22 | Notes | | 39:4-98 | 19060028 | SGT R VANDERPLOEG |
| E25000631 | Dec 27, 2025 | 15:08 | Notes | | 39:4-97 | 19060034 | PTLM B PROL |
| W25000346 | Dec 27, 2025 | 14:38 | Notes | | 39:4-115B | 19060028 | SGT R VANDERPLOEG |
| W25000345 | Dec 27, 2025 | 14:06 | Notes | | 39:4-144 | 19060028 | SGT R VANDERPLOEG |
| E25000630 | Dec 22, 2025 | 12:43 | Notes | | 39:4-97 | 19060034 | PTLM B PROL |
| E25000629 | Dec 22, 2025 | 12:43 | Notes | | 39:4-98 | 19060034 | PTLM B PROL |
| W25000344 | Dec 22, 2025 | 02:20 | Notes | | 259-2G | 19060039 | PTLM D TESTA |
| E25000628 | Dec 21, 2025 | 15:45 | Notes | | 39:3-37.1(B) | 19060037 | PTLM A LOSPINUSO |
| E25000627 | Dec 21, 2025 | 15:40 | Notes | | 39:3-10 | 19060037 | PTLM A LOSPINUSO |
| E25000626 | Dec 21, 2025 | 01:03 | Notes | | 39:4-51B | 19060038 | PTLM J ROTUNDA |

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... Last 24 hours ▾

From: To: Ticket Number

Page 2 <<first <prev next> Total count: 117

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|---------------------------|--------------|-------|-------|------------|------------|---------------|-------------------|
| E25000625 | Dec 21, 2025 | 01:03 | Notes | | 39:4-49.1 | 19060038 | PTLM J ROTUNDA |
| E25000624 | Dec 21, 2025 | 01:03 | Notes | | 39:3-29C | 19060038 | PTLM J ROTUNDA |
| W25000343 | Dec 20, 2025 | 23:26 | Notes | | 39:4-81 | 19060028 | SGT R VANDERPLOEG |
| W25000342 | Dec 20, 2025 | 23:16 | Notes | | 39:4-98 | 19060028 | SGT R VANDERPLOEG |
| W25000341 | Dec 20, 2025 | 23:02 | Notes | | 39:4-98 | 19060028 | SGT R VANDERPLOEG |
| E25000623 | Dec 20, 2025 | 22:07 | Notes | | 39:4-123 | 19060038 | PTLM J ROTUNDA |
| W25000340 | Dec 20, 2025 | 16:43 | Notes | | 39:4-120.9 | 19060038 | PTLM J ROTUNDA |
| E25000622 | Dec 19, 2025 | 22:54 | Notes | | 39:3-74 | 19060034 | PTLM B PROL |
| E25000621 | Dec 19, 2025 | 22:08 | Notes | | 39:3-10B | 19060034 | PTLM B PROL |
| E25000620 | Dec 19, 2025 | 22:08 | Notes | | 39:4-81 | 19060034 | PTLM B PROL |
| S25000031 | Dec 18, 2025 | 22:56 | Notes | | 191 | 19060031 | PTLM D FLORA |
| E25000619 | Dec 18, 2025 | 18:29 | Notes | | 39:4-97.2 | 19060038 | PTLM J ROTUNDA |
| E25000618 | Dec 18, 2025 | 18:29 | Notes | | 39:4-96 | 19060038 | PTLM J ROTUNDA |
| E25000617 | Dec 18, 2025 | 18:29 | Notes | | 39:4-97 | 19060038 | PTLM J ROTUNDA |
| E25000616 | Dec 18, 2025 | 18:29 | Notes | | 39:4-50 | 19060038 | PTLM J ROTUNDA |
| E25000615 | Dec 17, 2025 | 02:13 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000614 | Dec 17, 2025 | 02:04 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| W25000339 | Dec 16, 2025 | 19:23 | Notes | | 39:4-120.9 | 19060028 | SGT R VANDERPLOEG |
| E25000613 | Dec 16, 2025 | 13:28 | Notes | | 39:4-81 | 19060038 | PTLM J ROTUNDA |
| E25000612 | Dec 16, 2025 | 13:28 | Notes | | 39:4-126 | 19060038 | PTLM J ROTUNDA |
| E25000611 | Dec 16, 2025 | 13:28 | Notes | | 39:4-86 | 19060038 | PTLM J ROTUNDA |
| E25000610 | Dec 16, 2025 | 12:28 | Notes | | 39:3-66 | 19060037 | PTLM A LOSPINUSO |
| W25000338 | Dec 16, 2025 | 02:45 | Notes | | 259-2G | 19060039 | PTLM D TESTA |
| W25000337 | Dec 16, 2025 | 02:43 | Notes | | 259-2G | 19060039 | PTLM D TESTA |
| W25000336 | Dec 16, 2025 | 02:35 | Notes | | 259-2G | 19060039 | PTLM D TESTA |

[Tickets](#) [Logout](#) [EULA](#)

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... Last 24 hours ▾

From: To: Ticket Number Page 3 <<first <prev next> Total count: 117

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|---------------------------|--------------|-------|-----------------------|------------|--------------|---------------|--------------------|
| W25000335 | Dec 16, 2025 | 02:21 | Notes | | 259-2G | 19060039 | PTLM D TESTA |
| E25000609 | Dec 15, 2025 | 13:22 | Notes | | 39:3-40 | 19060040 | PTLM J SIENKIEWICZ |
| E25000608 | Dec 15, 2025 | 02:53 | Notes | | 39:4-138F | 19060028 | SGT R VANDERPLOEG |
| E25000607 | Dec 15, 2025 | 02:43 | Notes | | 259-2G | 19060028 | SGT R VANDERPLOEG |
| E25000606 | Dec 15, 2025 | 02:37 | Notes | | 259-2G | 19060028 | SGT R VANDERPLOEG |
| W25000334 | Dec 14, 2025 | 22:58 | Notes | | 39:3-4 | 19060028 | SGT R VANDERPLOEG |
| W25000333 | Dec 14, 2025 | 22:08 | Notes | | 39:4-81 | 19060038 | PTLM J ROTUNDA |
| E25000605 | Dec 14, 2025 | 03:23 | Notes | | 259-5 | 19060040 | PTLM J SIENKIEWICZ |
| W25000332 | Dec 14, 2025 | 03:04 | Notes | | 39:3-29C | 19060028 | SGT R VANDERPLOEG |
| W25000331 | Dec 14, 2025 | 03:04 | Notes | | 39:3-4 | 19060028 | SGT R VANDERPLOEG |
| E25000604 | Dec 14, 2025 | 03:11 | Notes | | 259-5 | 19060040 | PTLM J SIENKIEWICZ |
| E25000603 | Dec 14, 2025 | 03:04 | Notes | | 39:3-13.4(B) | 19060028 | SGT R VANDERPLOEG |
| E25000602 | Dec 14, 2025 | 01:39 | Notes | | 259-5 | 19060040 | PTLM J SIENKIEWICZ |
| W25000330 | Dec 13, 2025 | 23:33 | Notes | | 39:4-98 | 19060040 | PTLM J SIENKIEWICZ |
| W25000329 | Dec 13, 2025 | 23:16 | Notes | | 39:4-123 | 19060028 | SGT R VANDERPLOEG |
| W25000328 | Dec 13, 2025 | 21:39 | Notes | | 39:3-29C | 19060028 | SGT R VANDERPLOEG |
| W25000327 | Dec 13, 2025 | 21:39 | Notes | | 39:4-98 | 19060028 | SGT R VANDERPLOEG |
| W25000326 | Dec 13, 2025 | 20:29 | Notes | | 39:4-123 | 19060028 | SGT R VANDERPLOEG |
| E25000601 | Dec 12, 2025 | 23:16 | Notes | | 39:3-75 | 19060040 | PTLM J SIENKIEWICZ |
| E25000600 | Dec 12, 2025 | 23:16 | Notes | | 39:4-123 | 19060040 | PTLM J SIENKIEWICZ |
| W25000325 | Dec 12, 2025 | 21:30 | Notes | | 39:4-126 | 19060040 | PTLM J SIENKIEWICZ |
| W25000324 | Dec 12, 2025 | 20:50 | Notes | | 39:4-98 | 19060040 | PTLM J SIENKIEWICZ |
| W25000323 | Dec 12, 2025 | 19:56 | Notes | | 39:4-123 | 19060040 | PTLM J SIENKIEWICZ |
| E25000599 | Dec 12, 2025 | 18:17 | Notes | | 39:4-130 | 19060032 | SGT D MACQUESTEN |
| E25000598 | Dec 12, 2025 | 18:17 | Notes | | 39:4-97 | 19060032 | SGT D MACQUESTEN |

Welcome, WENDY BURDGE you are acting as Clerical

Ticket List

Reports... | Last 24 hours ▾

From: To: Ticket Number

Page 4 <<first <prev next> Total count: 117

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|--------------|-------|-------|------------|------------|---------------|--------------------|
| E25000597 | Dec 12, 2025 | 18:17 | Notes | | 39:4-129B | 19060032 | SGT D MACQUESTEN |
| W25000322 | Dec 11, 2025 | 21:59 | Notes | | 39:4-126 | 19060036 | PTLM Z LAGRAVE |
| W25000321 | Dec 11, 2025 | 21:59 | Notes | | 39:4-123 | 19060036 | PTLM Z LAGRAVE |
| W25000320 | Dec 11, 2025 | 21:01 | Notes | | 39:3-66 | 19060036 | PTLM Z LAGRAVE |
| E25000596 | Dec 10, 2025 | 09:29 | Notes | | 39:4-123.B | 19060035 | PTLM E MOSCHBERGER |
| E25000595 | Dec 10, 2025 | 04:22 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000594 | Dec 10, 2025 | 04:20 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000593 | Dec 10, 2025 | 04:17 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000592 | Dec 10, 2025 | 04:14 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| W25000319 | Dec 10, 2025 | 03:47 | Notes | | 259-2G | 19060033 | PTLM N DELLA FERA |
| W25000318 | Dec 10, 2025 | 03:43 | Notes | | 259-2G | 19060033 | PTLM N DELLA FERA |
| W25000317 | Dec 9, 2025 | 09:36 | Notes | | 39:3-66 | 19060030 | PTLM Z OREN |
| E25000591 | Dec 9, 2025 | 02:24 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| W25000316 | Dec 9, 2025 | 02:22 | Notes | | 259-2G | 19060033 | PTLM N DELLA FERA |
| E25000590 | Dec 9, 2025 | 02:22 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| W25000315 | Dec 9, 2025 | 02:21 | Notes | | 259-2G | 19060033 | PTLM N DELLA FERA |
| E25000589 | Dec 9, 2025 | 02:20 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000588 | Dec 9, 2025 | 02:17 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000587 | Dec 9, 2025 | 02:15 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000586 | Dec 9, 2025 | 02:12 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000585 | Dec 9, 2025 | 02:08 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000584 | Dec 9, 2025 | 02:05 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000583 | Dec 9, 2025 | 02:02 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000582 | Dec 9, 2025 | 02:00 | Notes | | 259-2G | 19060031 | PTLM D FLORA |
| E25000581 | Dec 8, 2025 | 22:01 | Notes | | 39:4-97 | 19060031 | PTLM D FLORA |

Tickets Logout EULA

Welcome, WENDY BURDGE you are acting as Clerical

Ticket List

Reports... Last 24 hours ▾

From: To: Ticket Number

Page 5 <<first <prev next> Total count: 117

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|-------------|-------|-------|------------|------------|---------------|--------------------|
| E25000580 | Dec 8, 2025 | 22:01 | Notes | | 39:3-4 | 19060031 | PTLM D FLORA |
| E25000579 | Dec 7, 2025 | 21:39 | Notes | | 39:4-98 | 19060038 | PTLM J ROTUNDA |
| W25000314 | Dec 7, 2025 | 20:35 | Notes | | 39:4-97.1 | 19060038 | PTLM J ROTUNDA |
| W25000313 | Dec 7, 2025 | 16:50 | Notes | | 39:3-4 | 19060028 | SGT R VANDERPLOEG |
| E25000578 | Dec 7, 2025 | 02:08 | Notes | | 39:4-97 | 19060040 | PTLM J SIENKIEWICZ |
| W25000312 | Dec 6, 2025 | 12:23 | Notes | | 39:3-4 | 19060035 | PTLM E MOSCHBERGER |
| E25000577 | Dec 6, 2025 | 02:19 | Notes | | 259-2G | 19060034 | PTLM B PROL |
| E25000576 | Dec 6, 2025 | 02:16 | Notes | | 259-2G | 19060034 | PTLM B PROL |
| E25000575 | Dec 6, 2025 | 00:02 | Notes | | 39:4-88 | 19060040 | PTLM J SIENKIEWICZ |
| E25000574 | Dec 6, 2025 | 00:02 | Notes | | 39:4-85 | 19060040 | PTLM J SIENKIEWICZ |
| E25000573 | Dec 6, 2025 | 00:02 | Notes | | 39:4-97.2 | 19060040 | PTLM J SIENKIEWICZ |
| E25000572 | Dec 6, 2025 | 00:02 | Notes | | 39:4-97 | 19060040 | PTLM J SIENKIEWICZ |
| E25000571 | Dec 6, 2025 | 00:02 | Notes | | 39:4-96 | 19060040 | PTLM J SIENKIEWICZ |
| E25000570 | Dec 5, 2025 | 21:30 | Notes | | 39:3-76.2F | 19060034 | PTLM B PROL |
| E25000569 | Dec 5, 2025 | 10:09 | Notes | | 39:4-97 | 19060035 | PTLM E MOSCHBERGER |
| W25000311 | Dec 2, 2025 | 23:23 | Notes | | 39:4-123 | 19060039 | PTLM D TESTA |
| W25000310 | Dec 2, 2025 | 15:32 | Notes | | 259-2 | 19060028 | SGT R VANDERPLOEG |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 12/01/2025 00:00 .. 12/31/2025 23:59

| Call Type | During The Month | | Year To Date | |
|-------------------------------|------------------|------|--------------|------|
| | 2025 | 2024 | 2025 | 2024 |
| 911 Abandoned/Hang up | 8 | 6 | 76 | 50 |
| 911 Misdialed | 4 | 1 | 32 | 37 |
| 911 TRANSFER | 1 | 0 | 1 | 0 |
| ABC Licensing | 0 | 0 | 13 | 10 |
| Administrative Detail | 69 | 48 | 841 | 829 |
| Ambulance / Medical | 64 | 54 | 642 | 597 |
| Animal Bite | 0 | 0 | 3 | 1 |
| Animal Complaint | 6 | 10 | 147 | 165 |
| Animal Complaint - Bear | 0 | 0 | 5 | 15 |
| Assault | 1 | 0 | 9 | 16 |
| Assist Other Agency | 5 | 0 | 39 | 1 |
| Background Investigation | 0 | 0 | 1 | 1 |
| Bad Checks | 0 | 0 | 0 | 2 |
| Bias Incident | 1 | 0 | 1 | 0 |
| Burglar Alarm | 19 | 13 | 125 | 181 |
| Burglary | 0 | 0 | 3 | 2 |
| BURGLARY - FROM MOTOR VEHICLE | 0 | 0 | 1 | 0 |
| CDS Incident | 1 | 1 | 8 | 3 |
| Child Abuse / Neglect | 0 | 1 | 3 | 1 |
| Child Custody Matter | 2 | 1 | 10 | 4 |
| Child safety seat Inspection | 1 | 0 | 7 | 4 |
| Civil Matter | 2 | 4 | 23 | 28 |
| Community Engagement | 1 | 1 | 25 | 17 |
| COMMUNITY POLICING | 0 | 0 | 2 | 58 |
| Court Detail | 0 | 0 | 0 | 1 |
| Criminal Mischief | 1 | 0 | 15 | 13 |
| Curbside Warning | 0 | 0 | 0 | 3 |
| Death - Attended | 0 | 0 | 3 | 1 |
| Death - Unattended | 1 | 0 | 6 | 6 |
| Disorderly Conduct | 3 | 1 | 7 | 9 |
| Dispute | 4 | 3 | 71 | 72 |
| Dispute - Domestic | 2 | 2 | 52 | 57 |
| Dispute - Landlord/Tenant | 0 | 0 | 4 | 9 |
| Dispute - Neighbor | 2 | 0 | 7 | 14 |
| Disturbance | 0 | 1 | 16 | 15 |
| Dumping | 0 | 1 | 9 | 8 |
| DWI | 1 | 1 | 16 | 19 |
| DYFS Referral | 1 | 0 | 10 | 13 |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 12/01/2025 00:00 -- 12/31/2025 23:59

| Call Type | During The Month | | Year To Date | |
|---|------------------|------|--------------|------|
| | 2025 | 2024 | 2025 | 2024 |
| Employee Injury | 0 | 0 | 0 | 1 |
| Equipment Maintenance | 6 | 4 | 111 | 109 |
| Erratic Driver | 8 | 10 | 148 | 152 |
| Escort | 1 | 0 | 16 | 20 |
| Fingerprint | 0 | 0 | 3 | 4 |
| Fire Alarm | 7 | 2 | 74 | 33 |
| Fire Response | 5 | 7 | 65 | 58 |
| Firearms Application | 0 | 0 | 1 | 1 |
| Firearms Complaint / Violation | 0 | 0 | 0 | 3 |
| FIREWORKS | 0 | 1 | 2 | 6 |
| Found/Recovered Property | 0 | 1 | 29 | 26 |
| Fraud | 5 | 1 | 39 | 27 |
| FRO Violation | 0 | 0 | 0 | 1 |
| General Complaint | 1 | 0 | 15 | 9 |
| Harassment | 7 | 5 | 54 | 66 |
| Hazardous Condition | 7 | 9 | 141 | 133 |
| Juvenile Complaint / Offense | 3 | 1 | 63 | 49 |
| Lewdness | 0 | 0 | 2 | 0 |
| Local Ordinance Violation | 0 | 0 | 2 | 3 |
| Lockout | 0 | 1 | 7 | 14 |
| Lost Property Report | 2 | 0 | 16 | 16 |
| Matter of Record | 1 | 5 | 43 | 58 |
| Megan's Law Registration | 1 | 2 | 15 | 16 |
| Mental Health | 1 | 0 | 19 | 13 |
| Missing Person | 0 | 0 | 5 | 10 |
| Motor Vehicle - Disabled | 7 | 11 | 97 | 98 |
| Motor Vehicle - Impound | 0 | 1 | 1 | 2 |
| Motor Vehicle - Incident | 4 | 2 | 20 | 34 |
| Motor Vehicle - Parking Problem | 30 | 94 | 199 | 261 |
| Motor Vehicle - Taken w/o Owner's Consent | 0 | 1 | 0 | 2 |
| Motor Vehicle Accident | 23 | 27 | 221 | 244 |
| Motor Vehicle Accident - Injury | 2 | 0 | 8 | 9 |
| Motor Vehicle Accident - Late Report | 0 | 2 | 1 | 3 |
| Motor Vehicle Stop | 282 | 246 | 3782 | 3591 |
| Motor Vehicle Theft | 0 | 0 | 1 | 0 |
| Mutual Aid | 10 | 11 | 107 | 170 |
| Noise Complaint | 1 | 0 | 31 | 48 |
| Notification | 1 | 2 | 17 | 27 |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 12/01/2025 00:00 -- 12/31/2025 23:59

| Call Type | During The Month | | Year To Date | |
|-------------------------------|------------------|------|--------------|-------|
| | 2025 | 2024 | 2025 | 2024 |
| PARKING OVERNIGHT/EXTENDED | 19 | 40 | 54 | 72 |
| Police Information | 5 | 1 | 81 | 125 |
| Prisoner Transportation | 1 | 0 | 1 | 1 |
| Property Check | 183 | 155 | 2131 | 2430 |
| Property Check Business | 59 | 0 | 218 | 0 |
| Property Check Residential | 30 | 1 | 289 | 1 |
| Property Check School | 0 | 0 | 1 | 3 |
| Property Damage | 4 | 2 | 21 | 22 |
| Public Assist | 9 | 10 | 165 | 153 |
| Record Check | 0 | 0 | 1 | 1 |
| Records Administration | 0 | 10 | 48 | 39 |
| Repossession | 3 | 0 | 12 | 8 |
| Roll Call | 0 | 1 | 86 | 51 |
| School Detail | 30 | 47 | 443 | 500 |
| School Lock Down | 1 | 0 | 4 | 3 |
| Sex Crime / Offense | 2 | 0 | 4 | 7 |
| Sexual Assault | 0 | 0 | 2 | 1 |
| Shoplifting | 0 | 0 | 15 | 19 |
| Subpoena Service | 0 | 0 | 1 | 0 |
| Suicide / Attempted Suicide | 0 | 0 | 0 | 1 |
| Suspicious Condition | 7 | 10 | 137 | 134 |
| Suspicious Person | 6 | 6 | 77 | 54 |
| Suspicious Vehicle | 5 | 7 | 112 | 152 |
| Theft | 2 | 1 | 26 | 33 |
| Threats | 1 | 3 | 20 | 25 |
| Traffic Complaint | 0 | 2 | 27 | 36 |
| Traffic Control / Radar | 135 | 139 | 2323 | 2321 |
| Trespassing | 0 | 3 | 11 | 15 |
| TRO Request | 2 | 1 | 12 | 14 |
| TRO Service | 0 | 0 | 21 | 17 |
| TRO Violation | 0 | 0 | 9 | 14 |
| Unwanted Guest | 1 | 2 | 14 | 11 |
| Vehicle Inspection | 95 | 127 | 1615 | 489 |
| Warrant Served - Local | 5 | 1 | 35 | 36 |
| Warrant Served - Other Agency | 1 | 0 | 13 | 15 |
| Welfare Check | 18 | 15 | 184 | 188 |
| Total: | 1239 | 1179 | 15801 | 14570 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 12/01/2025 12:00:00AM To : 12/31/2025 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|-------------------------|-------|---------|------|------------|--------|-----------------|------|------|---------|------------|--------------------|
| 12/14/2025 | 17:59 | 0776 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 16,000 | \$16,000 |
| 12/15/2025 | 15:00 | 0803 | 001 | 2096000233 | 6704 | Zachary Lagrave | | 01-1 | \$1,000 | 14,000 | \$14,000 |
| 12/17/2025 | 16:24 | 0848 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 13,700 | \$13,700 |
| 12/20/2025 | 01:11 | 0901 | 001 | 2096000233 | 3128 | Vanderplough | | 01-1 | \$1,000 | 18,500 | \$18,500 |
| 12/21/2025 | 04:42 | 0920 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 15,700 | \$15,700 |
| 12/25/2025 | 06:00 | 0998 | 001 | 2096000233 | 3133 | Della Fera | | 01-1 | \$1,000 | 19,500 | \$19,500 |
| 12/25/2025 | 18:22 | 1005 | 001 | 2096000233 | 3137 | Lospiruso | | 01-1 | \$1,000 | 9,300 | \$9,300 |
| 12/26/2025 | 17:49 | 1019 | 001 | 2096000233 | 3136 | Eric M | | 01-1 | \$1,000 | 8,000 | \$8,000 |
| 12/29/2025 | 01:55 | 1081 | 001 | 2096000233 | 3133 | Della Fera | | 01-1 | \$1,000 | 19,000 | \$19,000 |
| 12/30/2025 | 04:57 | 1101 | 001 | 2096000233 | 3135 | Eric M | | 01-1 | \$1,000 | 14,000 | \$14,000 |
| Product Totals : | | | | | | | | | | 115 | \$1,099,200 |
| Account Totals : | | | | | | | | | | 115 | \$1,099,200 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 12/01/2025 12:00:00AM To : 12/31/2025 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|------------|-------|---------|------|------------|--------|-----------------|-------|------|---------|--------|---------|
| 12/13/2025 | 02:16 | 0743 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 6.200 | \$6.20 |
| 12/13/2025 | 15:07 | 0749 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 7.400 | \$7.40 |
| 12/15/2025 | 04:40 | 0782 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 16.100 | \$16.10 |
| 12/16/2025 | 17:43 | 0831 | 001 | 2096000207 | 6704 | Zachary Lagrave | | 01-1 | \$1,000 | 15.000 | \$15.00 |
| 12/17/2025 | 05:25 | 0839 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 7.300 | \$7.30 |
| 12/17/2025 | 16:28 | 0849 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 12/18/2025 | 17:09 | 0872 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 14.000 | \$14.00 |
| 12/19/2025 | 05:21 | 0880 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 8.900 | \$8.90 |
| 12/19/2025 | 18:13 | 0896 | 001 | 2096000207 | 3140 | 3140 | | 01-1 | \$1,000 | 8.900 | \$8.90 |
| 12/20/2025 | 18:35 | 0915 | 001 | 2096000207 | 3140 | 3140 | | 01-1 | \$1,000 | 8.200 | \$8.20 |
| 12/21/2025 | 05:33 | 0922 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 7.300 | \$7.30 |
| 12/22/2025 | 05:27 | 0930 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 8.800 | \$8.80 |
| 12/22/2025 | 16:26 | 0956 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 12/23/2025 | 17:45 | 0984 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 9.800 | \$9.80 |
| 12/24/2025 | 15:39 | 0993 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 12.700 | \$12.70 |
| 12/26/2025 | 04:38 | 1008 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 12/26/2025 | 15:12 | 1016 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 9.200 | \$9.20 |
| 12/29/2025 | 02:29 | 1083 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 10.500 | \$10.50 |
| 12/29/2025 | 17:49 | 1097 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 8.400 | \$8.40 |
| 12/30/2025 | 16:53 | 1109 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 9.900 | \$9.90 |
| 12/31/2025 | 06:20 | 1120 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 7.100 | \$7.10 |
| 12/01/2025 | 10:25 | 0861 | 001 | 2096000224 | 3126 | Cugliari | 43057 | 01-1 | \$1,000 | 18.200 | \$18.20 |
| 12/16/2025 | 10:02 | 0818 | 001 | 2096000224 | 3126 | Cugliari | 43337 | 01-1 | \$1,000 | 19.100 | \$19.10 |
| 12/19/2025 | 06:08 | 0881 | 001 | 2096000224 | 3126 | Cugliari | 43703 | 01-1 | \$1,000 | 22.000 | \$22.00 |
| 12/01/2025 | 05:33 | 0424 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 8.000 | \$8.00 |
| 12/02/2025 | 14:35 | 0467 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 14.300 | \$14.30 |
| 12/03/2025 | 02:05 | 0480 | 001 | 2096000233 | 3127 | Babcock | | 01-1 | \$1,000 | 5.200 | \$5.20 |
| 12/03/2025 | 16:40 | 0496 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 10.800 | \$10.80 |
| 12/04/2025 | 02:04 | 0503 | 001 | 2096000233 | 3127 | Babcock | | 01-1 | \$1,000 | 5.300 | \$5.30 |
| 12/05/2025 | 05:22 | 0544 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 10.700 | \$10.70 |
| 12/06/2025 | 05:53 | 0576 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 8.900 | \$8.90 |
| 12/08/2025 | 05:39 | 0600 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 18.700 | \$18.70 |
| 12/09/2025 | 17:59 | 0644 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 15.600 | \$15.60 |
| 12/10/2025 | 18:16 | 0684 | 001 | 2096000233 | 3135 | Enc M | | 01-1 | \$1,000 | 6.900 | \$6.90 |
| 12/11/2025 | 02:10 | 0689 | 001 | 2096000233 | 3127 | Babcock | | 01-1 | \$1,000 | 6.300 | \$6.30 |
| 12/12/2025 | 17:30 | 0737 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 7.800 | \$7.80 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 12/01/2025 12:00:00AM To : 12/31/2025 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|------------|-------|---------|------|------------|--------|-----------------|-------|------|---------|--------|---------|
| 12/05/2025 | 02:54 | 0543 | 001 | 2096000180 | 3134 | Brendan Prol | 57223 | 01-1 | \$1,000 | 10.200 | \$10.20 |
| 12/06/2025 | 03:58 | 0573 | 001 | 2096000180 | 3134 | Brendan Prol | 57302 | 01-1 | \$1,000 | 6.800 | \$6.80 |
| 12/07/2025 | 18:10 | 0596 | 001 | 2096000180 | 3128 | Vanderplough | 57317 | 01-1 | \$1,000 | 4.000 | \$4.00 |
| 12/10/2025 | 18:28 | 0686 | 001 | 2096000180 | 3128 | Vanderplough | 57340 | 01-1 | \$1,000 | 4.300 | \$4.30 |
| 12/12/2025 | 05:11 | 0709 | 001 | 2096000180 | 3140 | 3140 | 57410 | 01-1 | \$1,000 | 6.700 | \$6.70 |
| 12/14/2025 | 06:05 | 0784 | 001 | 2096000180 | 3140 | 3140 | 57590 | 01-1 | \$1,000 | 9.800 | \$9.80 |
| 12/15/2025 | 18:18 | 0811 | 001 | 2096000180 | 3140 | 3140 | 57672 | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 12/16/2025 | 06:08 | 0814 | 001 | 2096000180 | 3139 | Dylan Testa | 57743 | 01-1 | \$1,000 | 6.800 | \$6.80 |
| 12/16/2025 | 18:25 | 0832 | 001 | 2096000180 | 3140 | 3140 | 57810 | 01-1 | \$1,000 | 6.400 | \$6.40 |
| 12/20/2025 | 06:09 | 0903 | 001 | 2096000180 | 3139 | Dylan Testa | 57963 | 01-1 | \$1,000 | 10.700 | \$10.70 |
| 12/21/2025 | 05:29 | 0921 | 001 | 2096000180 | 3139 | Dylan Testa | 58041 | 01-1 | \$1,000 | 7.900 | \$7.90 |
| 12/22/2025 | 05:41 | 0932 | 001 | 2096000180 | 3139 | Dylan Testa | 58203 | 01-1 | \$1,000 | 14.600 | \$14.60 |
| 12/24/2025 | 18:03 | 0994 | 001 | 2096000180 | 3140 | 3140 | 58246 | 01-1 | \$1,000 | 5.800 | \$5.80 |
| 12/25/2025 | 17:15 | 1002 | 001 | 2096000180 | 3140 | 3140 | 58285 | 01-1 | \$1,000 | 5.100 | \$5.10 |
| 12/27/2025 | 14:52 | 1048 | 001 | 2096000180 | 3128 | Vanderplough | 58343 | 01-1 | \$1,000 | 8.000 | \$8.00 |
| 12/28/2025 | 03:45 | 1056 | 001 | 2096000180 | 3131 | Flora | 58395 | 01-1 | \$1,000 | 5.700 | \$5.70 |
| 12/28/2025 | 17:57 | 1075 | 001 | 2096000180 | 3139 | Dylan Testa | 58490 | 01-1 | \$1,000 | 8.900 | \$8.90 |
| 12/29/2025 | 04:10 | 1084 | 001 | 2096000180 | 3131 | Flora | 58526 | 01-1 | \$1,000 | 3.600 | \$3.60 |
| 12/30/2025 | 05:12 | 1102 | 001 | 2096000180 | 3128 | Vanderplough | 58572 | 01-1 | \$1,000 | 5.600 | \$5.60 |
| 12/30/2025 | 16:56 | 1111 | 001 | 2096000180 | 3140 | 3140 | 58663 | 01-1 | \$1,000 | 7.100 | \$7.10 |
| 12/08/2025 | 11:34 | 0606 | 001 | 2096000183 | 3129 | David Schneider | | 01-1 | \$1,000 | 12.000 | \$12.00 |
| 12/31/2025 | 17:50 | 1135 | 001 | 2096000183 | 3129 | David Schneider | | 01-1 | \$1,000 | 12.000 | \$12.00 |
| 12/03/2025 | 12:16 | 0491 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 11.500 | \$11.50 |
| 12/10/2025 | 15:52 | 0683 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 14.000 | \$14.00 |
| 12/16/2025 | 13:24 | 0820 | 001 | 2096000184 | 6704 | Zachary Lagrave | | 01-1 | \$1,000 | 12.500 | \$12.50 |
| 12/02/2025 | 16:35 | 0473 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 13.300 | \$13.30 |
| 12/04/2025 | 14:27 | 0527 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 12.400 | \$12.40 |
| 12/05/2025 | 18:18 | 0569 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 9.100 | \$9.10 |
| 12/06/2025 | 18:09 | 0584 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 7.300 | \$7.30 |
| 12/08/2025 | 04:26 | 0599 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 16.100 | \$16.10 |
| 12/08/2025 | 18:15 | 0614 | 001 | 2096000207 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 8.000 | \$8.00 |
| 12/09/2025 | 16:52 | 0641 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 7.000 | \$7.00 |
| 12/10/2025 | 06:43 | 0655 | 001 | 2096000207 | 3133 | Della Fera | | 01-1 | \$1,000 | 9.600 | \$9.60 |
| 12/11/2025 | 05:37 | 0690 | 001 | 2096000207 | 3140 | 3140 | | 01-1 | \$1,000 | 11.100 | \$11.10 |
| 12/11/2025 | 18:14 | 0701 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 17.300 | \$17.30 |
| 12/12/2025 | 17:25 | 0736 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 14.200 | \$14.20 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 12/01/2025 12:00:00AM To : 12/31/2025 11:59:00PM

Account : 2004 Franklin Police Department Driver Name : Odum Pump Price Qty Amount

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|------------|-------|---------|------|------------|--------|-----------------|-------|------|---------|--------|---------|
| 12/01/2025 | 17:12 | 0453 | 001 | 2096000177 | 3128 | Vanderplough | 64636 | 01-1 | \$1,000 | 4.200 | \$4.20 |
| 12/02/2025 | 17:39 | 0476 | 001 | 2096000177 | 3128 | Vanderplough | 64677 | 01-1 | \$1,000 | 5.500 | \$5.50 |
| 12/03/2025 | 16:33 | 0495 | 001 | 2096000177 | 3131 | Flora | 64716 | 01-1 | \$1,000 | 4.400 | \$4.40 |
| 12/04/2025 | 14:28 | 0528 | 001 | 2096000177 | 3131 | Flora | 64753 | 01-1 | \$1,000 | 4.500 | \$4.50 |
| 12/05/2025 | 17:49 | 0568 | 001 | 2096000177 | 3128 | Vanderplough | 64784 | 01-1 | \$1,000 | 5.100 | \$5.10 |
| 12/06/2025 | 05:47 | 0575 | 001 | 2096000177 | 3137 | Lospinuso | 64879 | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 12/08/2025 | 04:16 | 0583 | 001 | 2096000177 | 3131 | Flora | 64912 | 01-1 | \$1,000 | 4.500 | \$4.50 |
| 12/08/2025 | 16:59 | 0611 | 001 | 2096000177 | 3134 | Brendan ProI | 65037 | 01-1 | \$1,000 | 11.700 | \$11.70 |
| 12/09/2025 | 03:29 | 0621 | 001 | 2096000177 | 6704 | Zachary Lagrave | 65077 | 01-1 | \$1,000 | 5.600 | \$5.60 |
| 12/10/2025 | 06:09 | 0652 | 001 | 2096000177 | 3131 | Flora | 65120 | 01-1 | \$1,000 | 4.600 | \$4.60 |
| 12/12/2025 | 03:38 | 0708 | 001 | 2096000177 | 3131 | Flora | 65153 | 01-1 | \$1,000 | 5.500 | \$5.50 |
| 12/13/2025 | 04:53 | 0745 | 001 | 2096000177 | 6704 | Zachary Lagrave | 65237 | 01-1 | \$1,000 | 6.400 | \$6.40 |
| 12/14/2025 | 05:33 | 0763 | 001 | 2096000177 | 3140 | 3140 | 57468 | 01-1 | \$1,000 | 5.700 | \$5.70 |
| 12/15/2025 | 05:10 | 0784 | 001 | 2096000177 | 3128 | Vanderplough | 65377 | 01-1 | \$1,000 | 14.600 | \$14.60 |
| 12/15/2025 | 18:16 | 0810 | 001 | 2096000177 | 3138 | Jake Rotunda | 65551 | 01-1 | \$1,000 | 14.600 | \$14.60 |
| 12/17/2025 | 05:15 | 0838 | 001 | 2096000177 | 3137 | Lospinuso | 65555 | 01-1 | \$1,000 | 6.200 | \$6.20 |
| 12/19/2025 | 04:18 | 0879 | 001 | 2096000177 | 3131 | Flora | 65718 | 01-1 | \$1,000 | 11.100 | \$11.10 |
| 12/19/2025 | 16:28 | 0892 | 001 | 2096000177 | 3131 | Flora | 57845 | 01-1 | \$1,000 | 6.500 | \$6.50 |
| 12/20/2025 | 04:22 | 0902 | 001 | 2096000177 | 3137 | Lospinuso | 67000 | 01-1 | \$1,000 | 11.400 | \$11.40 |
| 12/21/2025 | 17:45 | 0925 | 001 | 2096000177 | 3134 | Brendan ProI | 65896 | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 12/22/2025 | 17:44 | 0959 | 001 | 2096000177 | 3137 | Lospinuso | 66000 | 01-1 | \$1,000 | 13.100 | \$13.10 |
| 12/23/2025 | 05:52 | 0970 | 001 | 2096000177 | 3134 | Brendan ProI | 66075 | 01-1 | \$1,000 | 5.800 | \$5.80 |
| 12/25/2025 | 06:12 | 0999 | 001 | 2096000177 | 3131 | Flora | 67056 | 01-1 | \$1,000 | 4.500 | \$4.50 |
| 12/26/2025 | 05:58 | 1009 | 001 | 2096000177 | 3139 | Dylan Testa | 66163 | 01-1 | \$1,000 | 10.300 | \$10.30 |
| 12/27/2025 | 16:26 | 1050 | 001 | 2096000177 | 3139 | Dylan Testa | 66195 | 01-1 | \$1,000 | 5.200 | \$5.20 |
| 12/28/2025 | 03:53 | 1057 | 001 | 2096000177 | 3134 | Brendan ProI | 66862 | 01-1 | \$1,000 | 10.800 | \$10.80 |
| 12/28/2025 | 17:56 | 1074 | 001 | 2096000177 | 3137 | Lospinuso | 68000 | 01-1 | \$1,000 | 7.100 | \$7.10 |
| 12/29/2025 | 17:10 | 1096 | 001 | 2096000177 | 3134 | Brendan ProI | 66420 | 01-1 | \$1,000 | 5.200 | \$5.20 |
| 12/30/2025 | 17:17 | 1112 | 001 | 2096000177 | 3137 | Lospinuso | 65489 | 01-1 | \$1,000 | 6.700 | \$6.70 |
| 12/01/2025 | 06:25 | 0425 | 001 | 2096000180 | 3137 | Lospinuso | 66900 | 01-1 | \$1,000 | 7.800 | \$7.80 |
| 12/02/2025 | 04:40 | 0458 | 001 | 2096000180 | 3134 | Brendan ProI | 57006 | 01-1 | \$1,000 | 3.900 | \$3.90 |
| 12/03/2025 | 05:48 | 0482 | 001 | 2096000180 | 3140 | Brendan ProI | 57074 | 01-1 | \$1,000 | 6.200 | \$6.20 |
| | | | | | 3139 | Dylan Testa | 57146 | 01-1 | \$1,000 | 8.000 | \$8.00 |



FRANKLIN BOROUGH POLICE DEPARTMENT

CHIEF GREGORY M. CUGLIARI
15 Cork Hill Road, Franklin, NJ 07416
Phone: (973) 827-7700 · Fax: (973) 827-1486
www.franklinborough.org



RECEIVED

CONSENT

FEB 26 2026

Borough of Franklin
Municipal Police

TO: Mayor, Council and Administrator
FROM: Franklin Borough Police Department

RE: Monthly Report for January 2026 - Attached you will find a report with attachments of the police activity by the Franklin Borough Police Department during the month of January 2026

Meetings and Training:

- 1/6 – Boro Council Mtg.- Chief Cugliari
- 1/7 – NJSACOP orientation - Chief Cugliari, Captain Geddis, Sgt. Vander Ploeg
- 1/9 – Hilberg Contracting Mtg. – Chief Cugliari, Captain Geddis
- 1/14 – Training – (Invest Writing, Fire Exsstinguisher, Security Awareness, Workforce Harassment prevention, Performance Eval.) Chief Cugliari, Captain Geddis
- 1/15 – Boro Admin Mtg. – Chief Cugliari, Captain Geddis
- 1/21 – Mtg. AXON – Chief Cugliari, Captain Geddis, DSG. Schneider
- 1/27 – Gridless Pwer Mtg. – Chief Cugliari, Captain Geddis, DSG. Schneider
- 1/28 – Boro Insurance Mtg. – Chief Cugliari, Captain Geddis
- 1/29 – Mtg. AXON – Chief Cugliari, Captain Geddis, DSG. Schneider
- 1/29 – SCCOP – Chief Cugliari

| | |
|-----------------------------|------|
| Monthly Report of Incidents | 1277 |
| Summons Issued | 98 |

Vehicles and Mileage:

Please see attached vehicle mileage reports submitted by Joshua Raff, Director of Public Works, Hardyston Township Public Works Department for detailed information.

Respectfully submitted,
Wendy Burdge

Administrative Assistant
Records Clerk/Secretary to the Chief
Franklin Borough Police Department

Core Values

Integrity • Respect • Service • Fairness

01-201-25-240-003 Police Salaries & Wages General Overtime

From 1/1/2026 to 1/31/2026

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | PO Payment | Balance (CR)* |
|------------|--------|-----|-----------|---------|--------------------|------------------|-------|--------|-------------------|-------------|------------|------------------|
| 01/05/2026 | BUD 1 | | | | Temporary Budget | 26,740.00 | | | | | | 26,740.00 |
| | | | | | | <u>26,740.00</u> | | | | | | <u>26,740.00</u> |

01-201-25-240-004 Police Salaries & Wages Sick Day Coverag

From 1/1/2026 to 1/31/2026

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | PO Payment | Balance (CR)* |
|------------|--------|-----|-----------|---------|--------------------|------------------|-------|--------|-------------------|-------------|------------|------------------|
| 01/05/2026 | BUD 1 | | | | Temporary Budget | 20,825.00 | | | | | | 20,825.00 |
| | | | | | | <u>20,825.00</u> | | | | | | <u>20,825.00</u> |

01-201-25-240-005 Police Salaries & Wages Personal Day Cov

From 1/1/2026 to 1/31/2026

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | PO Payment | Balance (CR)* |
|------------|--------|-----|-----------|---------|--------------------|-----------------|-------|--------|-------------------|-------------|------------|-----------------|
| 01/05/2026 | BUD 1 | | | | Temporary Budget | 6,580.00 | | | | | | 6,580.00 |
| | | | | | | <u>6,580.00</u> | | | | | | <u>6,580.00</u> |

01-201-25-240-006 Police Salaries & Wages Holiday Pay

From 1/1/2026 to 1/31/2026

| Date | Source | PO# | Contract# | Check # | Vendor/Description | Budget | Debit | Credit | Contract Encumber | PO Encumber | PO Payment | Balance (CR)* |
|------------|--------|-----|-----------|---------|--|------------------|------------------|--------|-------------------|-------------|------------|-----------------|
| 01/05/2026 | BUD 1 | | | | Temporary Budget | 17,710.00 | | | | | | 17,710.00 |
| 01/13/2026 | DJ 197 | | | 26012 | FRANKLIN BOROUGH PAYROLL ACCOU PR 1/15 - RUN#2 | | 4,728.60 | | | | | 12,981.40 |
| 01/30/2026 | DJ 200 | | | 26023 | FRANKLIN BOROUGH PAYROLL ACCOU PR 1/30 | | 8,839.08 | | | | | 4,142.32 |
| | | | | | | <u>17,710.00</u> | <u>13,567.68</u> | | | | | <u>4,142.32</u> |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 01/01/2026 00:00 .. 01/31/2026 23:59

| Call Type | During The Month | | Year To Date | |
|------------------------------|------------------|------|--------------|------|
| | 2026 | 2025 | 2026 | 2025 |
| 911 Abandoned/Hang up | 2 | 4 | 2 | 4 |
| 911 Misdial | 0 | 1 | 0 | 1 |
| Administrative Detail | 89 | 58 | 89 | 58 |
| Ambulance / Medical | 55 | 62 | 55 | 62 |
| Animal Complaint | 8 | 7 | 8 | 7 |
| Assault | 1 | 3 | 1 | 3 |
| Assist Other Agency | 4 | 0 | 4 | 0 |
| Burglar Alarm | 16 | 7 | 16 | 7 |
| CDS Incident | 0 | 2 | 0 | 2 |
| Child Custody Matter | 1 | 0 | 1 | 0 |
| Child safety seat Inspection | 1 | 1 | 1 | 1 |
| Civil Matter | 2 | 1 | 2 | 1 |
| Criminal Mischief | 0 | 2 | 0 | 2 |
| Death - Unattended | 0 | 1 | 0 | 1 |
| Disorderly Conduct | 4 | 0 | 4 | 0 |
| Dispute | 4 | 5 | 4 | 5 |
| Dispute - Domestic | 5 | 5 | 5 | 5 |
| Disturbance | 2 | 0 | 2 | 0 |
| Dumping | 0 | 1 | 0 | 1 |
| DWI | 1 | 3 | 1 | 3 |
| DYFS Referral | 1 | 0 | 1 | 0 |
| Equipment Maintenance | 13 | 9 | 13 | 9 |
| Erratic Driver | 6 | 7 | 6 | 7 |
| Escort | 4 | 2 | 4 | 2 |
| Fire Alarm | 6 | 7 | 6 | 7 |
| Fire Response | 3 | 7 | 3 | 7 |
| Found/Recovered Property | 2 | 1 | 2 | 1 |
| Fraud | 4 | 3 | 4 | 3 |
| General Complaint | 4 | 1 | 4 | 1 |
| Harassment | 10 | 6 | 10 | 6 |
| Hazardous Condition | 11 | 17 | 11 | 17 |
| Juvenile Complaint / Offense | 10 | 6 | 10 | 6 |
| Lost Property Report | 2 | 1 | 2 | 1 |
| Matter of Record | 4 | 5 | 4 | 5 |
| Megan's Law Registration | 0 | 2 | 0 | 2 |
| Mental Health | 1 | 3 | 1 | 3 |
| Missing Person | 0 | 1 | 0 | 1 |
| Motor Vehicle - Disabled | 12 | 19 | 12 | 19 |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 01/01/2026 00:00 ... 01/31/2026 23:59

| Call Type | During The Month | | Year To Date | |
|---------------------------------|------------------|------|--------------|------|
| | 2026 | 2025 | 2026 | 2025 |
| Motor Vehicle - Incident | 1 | 1 | 1 | 1 |
| Motor Vehicle - Parking Problem | 14 | 50 | 14 | 50 |
| Motor Vehicle Accident | 19 | 22 | 19 | 22 |
| Motor Vehicle Accident - Injury | 2 | 1 | 2 | 1 |
| Motor Vehicle Stop | 234 | 301 | 234 | 301 |
| Mutual Aid | 11 | 8 | 11 | 8 |
| Noise Complaint | 2 | 2 | 2 | 2 |
| Notification | 2 | 0 | 2 | 0 |
| Off-Duty Incident | 1 | 0 | 1 | 0 |
| PARKING OVERNIGHT/EXTENDED | 2 | 22 | 2 | 22 |
| Police Information | 5 | 11 | 5 | 11 |
| Property Check | 198 | 145 | 198 | 145 |
| Property Check Business | 65 | 0 | 65 | 0 |
| Property Check Residential | 7 | 0 | 7 | 0 |
| Property Check School | 2 | 0 | 2 | 0 |
| Property Damage | 0 | 1 | 0 | 1 |
| Public Assist | 19 | 10 | 19 | 10 |
| Records Administration | 2 | 21 | 2 | 21 |
| Repossession | 1 | 0 | 1 | 0 |
| Roll Call | 10 | 5 | 10 | 5 |
| School Detail | 47 | 35 | 47 | 35 |
| Shoplifting | 0 | 2 | 0 | 2 |
| Suspicious Condition | 3 | 11 | 3 | 11 |
| Suspicious Person | 5 | 5 | 5 | 5 |
| Suspicious Vehicle | 5 | 21 | 5 | 21 |
| Theft | 5 | 1 | 5 | 1 |
| Threats | 2 | 0 | 2 | 0 |
| Traffic Complaint | 0 | 1 | 0 | 1 |
| Traffic Control / Radar | 197 | 143 | 197 | 143 |
| Trespassing | 0 | 2 | 0 | 2 |
| TRO Request | 0 | 2 | 0 | 2 |
| TRO Service | 0 | 3 | 0 | 3 |
| TRO Violation | 0 | 3 | 0 | 3 |
| Unwanted Guest | 1 | 0 | 1 | 0 |
| Vehicle Inspection | 111 | 137 | 111 | 137 |
| Warrant Served - Local | 2 | 6 | 2 | 6 |
| Warrant Served - Other Agency | 2 | 1 | 2 | 1 |
| Welfare Check | 12 | 11 | 12 | 11 |

FRANKLIN POLICE DEPARTMENT

15 CORKHILL RD, FRANKLIN BOROUGH FRANKLIN, NJ 07416

Tel:(973) 827-7700

CHIEF GREGORY CUGLIARI

Monthly Report of Incidents

DURATION : 01/01/2026 00:00 -- 01/31/2026 23:59

| Call Type | During The Month | | Year To Date | |
|---------------|------------------|------|--------------|------|
| | 2026 | 2025 | 2026 | 2025 |
| Total: | 1277 | 1244 | 1277 | 1244 |

Welcome, WENDY BURDGE you are acting as Clerical

Ticket List

Reports... Last 24 hours ▾

From: To: Ticket Number

Page 1 next> Total count: 98

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|--------------|-------|---------|------------|------------|---------------|--------------------|
| S26000010 | Jan 31, 2026 | 10:56 | ⚠ Notes | | 191 | 19060040 | PTLM J SIENKIEWICZ |
| S26000009 | Jan 26, 2026 | 13:03 | ⚠ Notes | | 191 | 19060035 | PTLM E MOSCHBERGER |
| S26000008 | Jan 26, 2026 | 13:03 | ⚠ Notes | | 191 | 19060035 | PTLM E MOSCHBERGER |
| E26000071 | Jan 26, 2026 | 13:03 | ↔ Notes | | 39:4-97 | 19060035 | PTLM E MOSCHBERGER |
| E26000070 | Jan 30, 2026 | 06:39 | ↔ Notes | | 39:4-81 | 19060038 | PTLM J ROTUNDA |
| W26000018 | Jan 29, 2026 | 16:51 | ↔ Notes | | 39:4-98 | 19060030 | PTLM Z OREN |
| W26000017 | Jan 29, 2026 | 13:59 | ↔ Notes | | 39:3-4 | 19060031 | PTLM D FLORA |
| W26000016 | Jan 29, 2026 | 11:04 | ↔ Notes | | 39:3-70.2 | 19060038 | PTLM J ROTUNDA |
| E26000069 | Jan 28, 2026 | 20:09 | ↔ Notes | | 39:3-76.2F | 19060024 | SGT W GRISSOM |
| E26000068 | Jan 28, 2026 | 20:09 | ↔ Notes | | 39:3-29C | 19060024 | SGT W GRISSOM |
| E26000067 | Jan 28, 2026 | 20:09 | ↔ Notes | | 39:3-4 | 19060024 | SGT W GRISSOM |
| E26000066 | Jan 28, 2026 | 19:58 | Ⓜ Notes | | 259-2 | 19060024 | SGT W GRISSOM |
| E26000065 | Jan 28, 2026 | 14:09 | ↔ Notes | | 39:3-4 | 19060038 | PTLM J ROTUNDA |
| E26000064 | Jan 28, 2026 | 14:09 | ↔ Notes | | 39:4-89 | 19060038 | PTLM J ROTUNDA |
| E26000063 | Jan 28, 2026 | 14:09 | ↔ Notes | | 39:4-96 | 19060038 | PTLM J ROTUNDA |
| E26000062 | Jan 28, 2026 | 14:09 | ↔ Notes | | 39:4-97 | 19060038 | PTLM J ROTUNDA |
| E26000061 | Jan 28, 2026 | 14:09 | ↔ Notes | | 39:4-85 | 19060038 | PTLM J ROTUNDA |
| E26000060 | Jan 28, 2026 | 11:29 | ↔ Notes | | 39:3-40 | 19060038 | PTLM J ROTUNDA |
| E26000059 | Jan 28, 2026 | 08:37 | ↔ Notes | | 39:4-85.1 | 19060031 | PTLM D FLORA |
| E26000058 | Jan 27, 2026 | 10:59 | ↔ Notes | | 39:8-1 | 19060035 | PTLM E MOSCHBERGER |
| E26000057 | Jan 27, 2026 | 10:59 | ↔ Notes | | 39:3-33 | 19060035 | PTLM E MOSCHBERGER |
| E26000056 | Jan 27, 2026 | 10:59 | ↔ Notes | | 39:4-89 | 19060035 | PTLM E MOSCHBERGER |
| E26000055 | Jan 27, 2026 | 10:59 | ↔ Notes | | 39:3-40 | 19060035 | PTLM E MOSCHBERGER |
| E26000054 | Jan 24, 2026 | 16:40 | ↔ Notes | | 39:4-129D | 19060031 | PTLM D FLORA |
| E26000053 | Jan 24, 2026 | 16:40 | ↔ Notes | | 39:4-130 | 19060031 | PTLM D FLORA |

[Tickets](#) [Logout](#) [EULA](#)

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... Last 24 hours ▼

From: To: Ticket Number ▼

Page 2 <<first <prev next> Total count: 98

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|--------------|-------|-------|------------|-------------|---------------|--------------------|
| W26000015 | Jan 24, 2026 | 14:47 | Notes | | 39:4-98 | 19060032 | SGT D MACQUESTEN |
| W26000014 | Jan 24, 2026 | 14:41 | Notes | | 39:4-98 | 19060030 | PTLM Z OREN |
| W26000013 | Jan 24, 2026 | 14:41 | Notes | | 39:4-98 | 19060031 | PTLM D FLORA |
| E26000052 | Jan 24, 2026 | 13:47 | Notes | | 259-2 | 19060031 | PTLM D FLORA |
| S26000007 | Jan 23, 2026 | 08:44 | Notes | | 4:22-17A(4) | 19060031 | PTLM D FLORA |
| S26000006 | Jan 23, 2026 | 08:44 | Notes | | 4:22-17A(4) | 19060031 | PTLM D FLORA |
| S26000005 | Jan 23, 2026 | 08:44 | Notes | | 86-15 | 19060031 | PTLM D FLORA |
| S26000004 | Jan 23, 2026 | 08:32 | Notes | | 86-15 | 19060031 | PTLM D FLORA |
| E26000051 | Dec 24, 2025 | 20:34 | Notes | | 39:3-40 | 19060039 | PTLM D TESTA |
| S26000003 | Jan 13, 2026 | 19:10 | Notes | | 191 | 19060037 | PTLM A LOSPINUSO |
| S26000002 | Jan 13, 2026 | 19:10 | Notes | | 2C:33-2B | 19060037 | PTLM A LOSPINUSO |
| S26000001 | Jan 13, 2026 | 19:10 | Notes | | 2C:17-3A(1) | 19060037 | PTLM A LOSPINUSO |
| E26000050 | Jan 21, 2026 | 10:49 | Notes | | 39:4-97 | 19060040 | PTLM J SIENKIEWICZ |
| E26000049 | Jan 20, 2026 | 07:41 | Notes | | 39:4-97 | 19060038 | PTLM J ROTUNDA |
| E26000048 | Jan 20, 2026 | 07:41 | Notes | | 39:4-97.2A | 19060038 | PTLM J ROTUNDA |
| E26000047 | Jan 20, 2026 | 07:41 | Notes | | 39:4-123 | 19060038 | PTLM J ROTUNDA |
| W26000012 | Jan 19, 2026 | 15:24 | Notes | | 39:3-66 | 19060030 | PTLM Z OREN |
| W26000011 | Jan 17, 2026 | 08:18 | Notes | | 39:4-81 | 19060028 | SGT R VANDERPLOEG |
| E26000045 | Jan 17, 2026 | 00:39 | Notes | | 39:4-123.B | 19060024 | SGT W GRISSOM |
| E26000044 | Jan 16, 2026 | 23:57 | Notes | | 39:3-74 | 19060024 | SGT W GRISSOM |
| E26000043 | Jan 16, 2026 | 22:36 | Notes | | 39:4-96 | 19060037 | PTLM A LOSPINUSO |
| E26000042 | Jan 16, 2026 | 22:36 | Notes | | 39:4-97.2 | 19060037 | PTLM A LOSPINUSO |
| E26000041 | Jan 16, 2026 | 22:36 | Notes | | 39:3-33.2 | 19060037 | PTLM A LOSPINUSO |
| E26000040 | Jan 16, 2026 | 22:36 | Notes | | 39:4-97 | 19060037 | PTLM A LOSPINUSO |
| E26000039 | Jan 16, 2026 | 21:52 | Notes | | 39:3-10A | 19060024 | SGT W GRISSOM |

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... | Last 24 hours ▾

From: To: Ticket Number

Page 3 <<first <prev next> Total count: 98

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|--------------|-------|-------|------------|------------|---------------|--------------------|
| E26000038 | Jan 16, 2026 | 21:52 | Notes | | 39:3-4 | 19060024 | SGT W GRISSOM |
| E26000037 | Jan 16, 2026 | 19:01 | Notes | | 39:4-97 | 19060024 | SGT W GRISSOM |
| W26000010 | Jan 16, 2026 | 02:32 | Notes | | 259-2G | 19060034 | PTLM B PROL |
| W26000009 | Jan 16, 2026 | 02:32 | Notes | | 259-2G | 19060034 | PTLM B PROL |
| E26000036 | Jan 16, 2026 | 02:21 | Notes | | 259-2G | 19060024 | SGT W GRISSOM |
| E26000035 | Jan 16, 2026 | 02:18 | Notes | | 259-2G | 19060024 | SGT W GRISSOM |
| E26000034 | Jan 15, 2026 | 23:51 | Notes | | 39:3-76.2F | 19060024 | SGT W GRISSOM |
| W26000008 | Jan 15, 2026 | 09:41 | Notes | | 39:4-81 | 19060030 | PTLM Z OREN |
| W26000007 | Jan 14, 2026 | 13:31 | Notes | | 39:4-98 | 19060031 | PTLM D FLORA |
| E26000033 | Jan 13, 2026 | 06:38 | Notes | | 39:3-10 | 19060040 | PTLM J SIENKIEWICZ |
| E26000032 | Jan 13, 2026 | 06:38 | Notes | | 39:4-97.2 | 19060040 | PTLM J SIENKIEWICZ |
| E26000031 | Jan 13, 2026 | 06:38 | Notes | | 39:4-97 | 19060040 | PTLM J SIENKIEWICZ |
| E26000030 | Jan 13, 2026 | 06:38 | Notes | | 39:4-96 | 19060040 | PTLM J SIENKIEWICZ |
| E26000029 | Jan 13, 2026 | 06:38 | Notes | | 39:4-50 | 19060040 | PTLM J SIENKIEWICZ |
| E26000028 | Jan 12, 2026 | 09:49 | Notes | | 39:4-88 | 19060035 | PTLM E MOSCHBERGER |
| E26000027 | Jan 12, 2026 | 09:49 | Notes | | 39:4-97.3 | 19060035 | PTLM E MOSCHBERGER |
| E26000026 | Jan 12, 2026 | 08:45 | Notes | | 39:3-29C | 19060040 | PTLM J SIENKIEWICZ |
| E26000025 | Dec 31, 2025 | 14:00 | Notes | | 39:6B-2 | 19060034 | PTLM B PROL |
| W26000006 | Jan 11, 2026 | 09:48 | Notes | | 39:4-98 | 19060030 | PTLM Z OREN |
| E26000024 | Jan 10, 2026 | 22:34 | Notes | | 39:3-4 | 19060024 | SGT W GRISSOM |
| W26000005 | Jan 10, 2026 | 11:18 | Notes | | 39:3-4 | 19060031 | PTLM D FLORA |
| W26000004 | Jan 10, 2026 | 10:32 | Notes | | 39:4-98 | 19060031 | PTLM D FLORA |
| E26000023 | Jan 10, 2026 | 02:22 | Notes | | 259-2G | 19060024 | SGT W GRISSOM |
| E26000022 | Jan 10, 2026 | 02:19 | Notes | | 259-2G | 19060024 | SGT W GRISSOM |
| E26000021 | Jan 9, 2026 | 20:29 | Notes | | 39:8-1 | 19060024 | SGT W GRISSOM |

Welcome, **WENDY BURDGE** you are acting as **Clerical**

Ticket List

Reports... Last 24 hours ▼

From: To: Ticket Number ▼

Page 4 <<first <prev next> Total count: 98

| Number | Date | Time | Notes | Plate Num. | Statute | Officer login | Officer Name |
|-----------|--------------|-------|-------|------------|-------------|---------------|--------------------|
| E26000020 | Jan 9, 2026 | 20:29 | Notes | | 39:3-4 | 19060024 | SGT W GRISSOM |
| E26000019 | Jan 9, 2026 | 12:49 | Notes | | 39:3-40 | 19060031 | PTLM D FLORA |
| W26000003 | Jan 7, 2026 | 09:48 | Notes | | 39:3-4 | 19060039 | PTLM D TESTA |
| E26000018 | Jan 7, 2026 | 09:06 | Notes | | 39:3-10 | 19060038 | PTLM J ROTUNDA |
| W26000002 | Jan 6, 2026 | 10:15 | Notes | | 39:3-4 | 19060031 | PTLM D FLORA |
| E26000017 | Jan 1, 2026 | 20:00 | Notes | | 39:4-96 | 19060030 | PTLM Z OREN |
| E26000016 | Jan 1, 2026 | 20:00 | Notes | | 39:4-97 | 19060030 | PTLM Z OREN |
| E26000015 | Jan 1, 2026 | 20:00 | Notes | | 39:4-97.2 | 19060030 | PTLM Z OREN |
| E26000014 | Jan 1, 2026 | 20:00 | Notes | | 39:4-96 | 19060030 | PTLM Z OREN |
| E26000013 | Jan 1, 2026 | 20:00 | Notes | | 39:4-97 | 19060030 | PTLM Z OREN |
| W26000001 | Jan 5, 2026 | 09:13 | Notes | | 39:3-4 | 19060031 | PTLM D FLORA |
| E26000012 | Jan 3, 2026 | 12:50 | Notes | | 39:3-33 | 19060037 | PTLM A LOSPINUSO |
| E26000011 | Jan 3, 2026 | 12:50 | Notes | | 39:4-97 | 19060037 | PTLM A LOSPINUSO |
| E26000010 | Jan 3, 2026 | 00:46 | Notes | | 39:4-97 | 19060035 | PTLM E MOSCHBERGER |
| E26000009 | Jan 2, 2026 | 23:03 | Notes | | 39:4-97 | 19060040 | PTLM J SIENKIEWICZ |
| E26000008 | Dec 18, 2025 | 15:40 | Notes | | 39:3-29B | 19060030 | PTLM Z OREN |
| E26000007 | Dec 18, 2025 | 15:40 | Notes | | 39:3-29C | 19060030 | PTLM Z OREN |
| E26000006 | Dec 18, 2025 | 15:40 | Notes | | 39:4-97 | 19060030 | PTLM Z OREN |
| E26000005 | Dec 18, 2025 | 15:40 | Notes | | 39:4-130 | 19060030 | PTLM Z OREN |
| E26000004 | Dec 18, 2025 | 15:40 | Notes | | 39:4-129(E) | 19060030 | PTLM Z OREN |
| E26000003 | Dec 18, 2025 | 15:40 | Notes | | 39:3-4 | 19060030 | PTLM Z OREN |
| E26000002 | Dec 23, 2025 | 18:00 | Notes | | 39:4-97 | 19060033 | PTLM N DELLA FERA |
| E26000001 | Dec 23, 2025 | 18:00 | Notes | | 39:4-130 | 19060033 | PTLM N DELLA FERA |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 01/01/2026 12:00:00AM To : 01/31/2026 11:59:00PM

Account : 2004 Franklin Police Department
 Date Range From : 01/01/2026 12:00:00AM To : 01/31/2026 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|------------------------------|-------|---------|------|------------|--------|--------------|-------|------|---------|--------|---------|
| Product : 01 Name : UNLEADED | | | | | | | | | | | |
| 1/01/2026 | 17:44 | 1151 | 001 | 2096000177 | 3131 | Flora | 66670 | 01-1 | \$1,000 | 10.500 | \$10.50 |
| 1/02/2026 | 18:16 | 1171 | 001 | 2096000177 | 3137 | Lospinuso | 67210 | 01-1 | \$1,000 | 6.100 | \$6.10 |
| 1/03/2026 | 17:39 | 1179 | 001 | 2096000177 | 3137 | Lospinuso | 66760 | 01-1 | \$1,000 | 6.700 | \$6.70 |
| 1/05/2026 | 03:46 | 1196 | 001 | 2096000177 | 3140 | Flora | 66805 | 01-1 | \$1,000 | 5.100 | \$5.10 |
| 1/05/2026 | 16:59 | 1212 | 001 | 2096000177 | 3131 | Flora | 66889 | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 1/06/2026 | 16:55 | 1246 | 001 | 2096000177 | 3131 | Flora | 66935 | 01-1 | \$1,000 | 4.900 | \$4.90 |
| 1/07/2026 | 17:40 | 1272 | 001 | 2096000177 | 3139 | Dylan Testa | 67014 | 01-1 | \$1,000 | 9.000 | \$9.00 |
| 1/08/2026 | 18:11 | 1299 | 001 | 2096000177 | 3137 | Lospinuso | 67000 | 01-1 | \$1,000 | 6.200 | \$6.20 |
| 1/09/2026 | 16:39 | 1317 | 001 | 2096000177 | 3131 | Flora | 67114 | 01-1 | \$1,000 | 5.900 | \$5.90 |
| 1/11/2026 | 14:22 | 1341 | 001 | 2096000177 | 3131 | Flora | 67170 | 01-1 | \$1,000 | 8.700 | \$8.70 |
| 1/12/2026 | 05:23 | 1350 | 001 | 2096000177 | 3134 | Brendan Proi | 67205 | 01-1 | \$1,000 | 5.900 | \$5.90 |
| 1/13/2026 | 05:44 | 1374 | 001 | 2096000177 | 3139 | Dylan Testa | 67274 | 01-1 | \$1,000 | 7.000 | \$7.00 |
| 1/14/2026 | 06:50 | 1390 | 001 | 2096000177 | 3137 | Lospinuso | 67339 | 01-1 | \$1,000 | 6.900 | \$6.90 |
| 1/14/2026 | 16:43 | 1407 | 001 | 2096000177 | 3131 | Flora | 67381 | 01-1 | \$1,000 | 4.100 | \$4.10 |
| 1/15/2026 | 05:13 | 1415 | 001 | 2096000177 | 3134 | Brendan Proi | 67440 | 01-1 | \$1,000 | 6.300 | \$6.30 |
| 1/16/2026 | 05:11 | 1434 | 001 | 2096000177 | 3134 | Brendan Proi | 64797 | 01-1 | \$1,000 | 8.500 | \$8.50 |
| 1/17/2026 | 05:43 | 1479 | 001 | 2096000177 | 3139 | Dylan Testa | 67614 | 01-1 | \$1,000 | 9.100 | \$9.10 |
| 1/18/2026 | 05:40 | 1509 | 001 | 2096000177 | 3139 | Dylan Testa | 67652 | 01-1 | \$1,000 | 5.700 | \$5.70 |
| 1/19/2026 | 05:49 | 1550 | 001 | 2096000177 | 3139 | Dylan Testa | 67690 | 01-1 | \$1,000 | 5.900 | \$5.90 |
| 1/19/2026 | 16:58 | 1558 | 001 | 2096000177 | 3131 | Flora | 56764 | 01-1 | \$1,000 | 4.700 | \$4.70 |
| 1/20/2026 | 05:30 | 1567 | 001 | 2096000177 | 3134 | Brendan Proi | 67782 | 01-1 | \$1,000 | 6.200 | \$6.20 |
| 1/20/2026 | 17:00 | 1584 | 001 | 2096000177 | 3138 | Jake Rotunda | 1 | 01-1 | \$1,000 | 5.700 | \$5.70 |
| 1/21/2026 | 17:44 | 1609 | 001 | 2096000177 | 3140 | Flora | 67906 | 01-1 | \$1,000 | 11.000 | \$11.00 |
| 1/22/2026 | 05:19 | 1613 | 001 | 2096000177 | 3137 | Lospinuso | 6930 | 01-1 | \$1,000 | 6.400 | \$6.40 |
| 1/22/2026 | 17:13 | 1634 | 001 | 2096000177 | 3138 | Jake Rotunda | 68083 | 01-1 | \$1,000 | 9.300 | \$9.30 |
| 1/24/2026 | 18:36 | 1708 | 001 | 2096000177 | 3131 | Flora | 68155 | 01-1 | \$1,000 | 10.400 | \$10.40 |
| 1/27/2026 | 05:27 | 1796 | 001 | 2096000177 | 3137 | Lospinuso | 68300 | 01-1 | \$1,000 | 14.100 | \$14.10 |
| 1/28/2026 | 18:01 | 1836 | 001 | 2096000177 | 3131 | Flora | 68364 | 01-1 | \$1,000 | 12.100 | \$12.10 |
| 1/29/2026 | 16:54 | 1859 | 001 | 2096000177 | 3131 | Flora | 65666 | 01-1 | \$1,000 | 9.300 | \$9.30 |
| 1/30/2026 | 05:46 | 1870 | 001 | 2096000177 | 3137 | Lospinuso | 68500 | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 1/30/2026 | 17:17 | 1894 | 001 | 2096000177 | 3138 | Jake Rotunda | 68566 | 01-1 | \$1,000 | 7.400 | \$7.40 |
| 1/31/2026 | 05:29 | 1904 | 001 | 2096000177 | 3137 | Lospinuso | 68500 | 01-1 | \$1,000 | 7.200 | \$7.20 |
| 1/01/2026 | 02:05 | 1137 | 001 | 2096000180 | 3137 | Lospinuso | 65000 | 01-1 | \$1,000 | 6.000 | \$6.00 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 01/01/2026 12:00:00AM To : 01/31/2026 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|-----------|-------|---------|------|------------|--------|-----------------|-------|------|---------|--------|---------|
| 1/01/2026 | 17:42 | 1150 | 001 | 2096000180 | 3134 | Brendan ProI | 58794 | 01-1 | \$1,000 | 5.600 | \$5.60 |
| 1/02/2026 | 18:15 | 1170 | 001 | 2096000180 | 3139 | Dylan Testa | 58846 | 01-1 | \$1,000 | 7.000 | \$7.00 |
| 1/03/2026 | 17:52 | 1181 | 001 | 2096000180 | 3139 | Dylan Testa | 58921 | 01-1 | \$1,000 | 9.500 | \$9.50 |
| 1/04/2026 | 18:10 | 1193 | 001 | 2096000180 | 3139 | Dylan Testa | 58976 | 01-1 | \$1,000 | 6.900 | \$6.90 |
| 1/06/2026 | 04:54 | 1221 | 001 | 2096000180 | 3134 | Brendan ProI | 59034 | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 1/07/2026 | 05:42 | 1255 | 001 | 2096000180 | 3134 | Brendan ProI | 59079 | 01-1 | \$1,000 | 5.900 | \$5.90 |
| 1/08/2026 | 05:29 | 1281 | 001 | 2096000180 | 3140 | Dylan Testa | 59115 | 01-1 | \$1,000 | 4.300 | \$4.30 |
| 1/08/2026 | 17:57 | 1298 | 001 | 2096000180 | 3139 | Dylan Testa | 59190 | 01-1 | \$1,000 | 7.500 | \$7.50 |
| 1/12/2026 | 13:41 | 1361 | 001 | 2096000180 | 3128 | Vanderplough | 59233 | 01-1 | \$1,000 | 8.100 | \$8.10 |
| 1/14/2026 | 06:38 | 1389 | 001 | 2096000180 | 3139 | Dylan Testa | 59336 | 01-1 | \$1,000 | 12.500 | \$12.50 |
| 1/22/2026 | 06:02 | 1614 | 001 | 2096000180 | 3139 | Dylan Testa | 59475 | 01-1 | \$1,000 | 12.400 | \$12.40 |
| 1/22/2026 | 17:47 | 1636 | 001 | 2096000180 | 3140 | Dylan Testa | 59552 | 01-1 | \$1,000 | 6.800 | \$6.80 |
| 1/23/2026 | 05:53 | 1646 | 001 | 2096000180 | 3139 | Dylan Testa | 59643 | 01-1 | \$1,000 | 8.100 | \$8.10 |
| 1/25/2026 | 04:31 | 1716 | 001 | 2096000180 | 3134 | Brendan ProI | 59715 | 01-1 | \$1,000 | 11.200 | \$11.20 |
| 1/26/2026 | 06:29 | 1764 | 001 | 2096000180 | 3133 | Della Fera | 21640 | 01-1 | \$1,000 | 16.900 | \$16.90 |
| 1/26/2026 | 06:32 | 1765 | 001 | 2096000180 | 3134 | Brendan ProI | 59474 | 01-1 | \$1,000 | 7.200 | \$7.20 |
| 1/27/2026 | 05:29 | 1797 | 001 | 2096000180 | 3139 | Dylan Testa | 59822 | 01-1 | \$1,000 | 7.600 | \$7.60 |
| 1/28/2026 | 05:43 | 1824 | 001 | 2096000180 | 3139 | Dylan Testa | 59874 | 01-1 | \$1,000 | 7.400 | \$7.40 |
| 1/29/2026 | 16:24 | 1857 | 001 | 2096000180 | 3138 | Jake Rotunda | 59960 | 01-1 | \$1,000 | 10.500 | \$10.50 |
| 1/30/2026 | 05:40 | 1869 | 001 | 2096000180 | 3139 | Dylan Testa | 60057 | 01-1 | \$1,000 | 8.900 | \$8.90 |
| 1/30/2026 | 16:50 | 1893 | 001 | 2096000180 | 3128 | Vanderplough | 60072 | 01-1 | \$1,000 | 2.900 | \$2.90 |
| 1/31/2026 | 05:35 | 1905 | 001 | 2096000180 | 3139 | Dylan Testa | 60181 | 01-1 | \$1,000 | 10.000 | \$10.00 |
| 1/31/2026 | 18:30 | 1911 | 001 | 2096000180 | 3140 | David Schneider | 60247 | 01-1 | \$1,000 | 6.900 | \$6.90 |
| 1/12/2026 | 10:20 | 1356 | 001 | 2096000183 | 3129 | David Schneider | | 01-1 | \$1,000 | 11.700 | \$11.70 |
| 1/19/2026 | 12:01 | 1556 | 001 | 2096000183 | 6704 | Zachary Lagrave | | 01-1 | \$1,000 | 14.000 | \$14.00 |
| 1/20/2026 | 15:48 | 1581 | 001 | 2096000183 | 3129 | David Schneider | | 01-1 | \$1,000 | 3.800 | \$3.80 |
| 1/28/2026 | 17:28 | 1834 | 001 | 2096000183 | 3129 | David Schneider | | 01-1 | \$1,000 | 10.900 | \$10.90 |
| 1/04/2026 | 16:37 | 1191 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 15.000 | \$15.00 |
| 1/06/2026 | 15:23 | 1295 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 11.800 | \$11.80 |
| 1/14/2026 | 10:11 | 1396 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 12.600 | \$12.60 |
| 1/22/2026 | 15:20 | 1631 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 12.500 | \$12.50 |
| 1/27/2026 | 17:06 | 1813 | 001 | 2096000184 | 4920 | Seamus Geddis | | 01-1 | \$1,000 | 12.900 | \$12.90 |
| 1/01/2026 | 05:59 | 1138 | 001 | 2096000207 | 3133 | Della Fera | | 01-1 | \$1,000 | 13.500 | \$13.50 |
| 1/01/2026 | 16:32 | 1148 | 001 | 2096000207 | 3124 | Grisson | | 01-1 | \$1,000 | 6.900 | \$6.90 |
| 1/02/2026 | 15:51 | 1168 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 12.000 | \$12.00 |
| 1/03/2026 | 04:04 | 1173 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 7.500 | \$7.50 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 01/01/2026 12:00:00AM To : 01/31/2026 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|-----------|-------|---------|------|------------|--------|--------------|-------|------|---------|--------|---------|
| 1/03/2026 | 15:31 | 1178 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 7.200 | \$7.20 |
| 1/04/2026 | 06:36 | 1187 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 8.500 | \$8.50 |
| 1/06/2026 | 15:06 | 1240 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 16.800 | \$16.80 |
| 1/07/2026 | 16:19 | 1271 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 14.000 | \$14.00 |
| 1/09/2026 | 04:08 | 1304 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 11.200 | \$11.20 |
| 1/10/2026 | 17:47 | 1328 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 12.700 | \$12.70 |
| 1/12/2026 | 17:25 | 1366 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 13.500 | \$13.50 |
| 1/13/2026 | 05:14 | 1373 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 7.900 | \$7.90 |
| 1/14/2026 | 16:02 | 1406 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 11.500 | \$11.50 |
| 1/15/2026 | 02:16 | 1413 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 6.600 | \$6.60 |
| 1/15/2026 | 18:24 | 1426 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 8.000 | \$8.00 |
| 1/16/2026 | 17:36 | 1473 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 11.500 | \$11.50 |
| 1/17/2026 | 16:46 | 1495 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 14.400 | \$14.40 |
| 1/18/2026 | 04:14 | 1506 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 6.100 | \$6.10 |
| 1/18/2026 | 17:00 | 1534 | 001 | 2096000207 | 3128 | Vanderplough | | 01-1 | \$1,000 | 8.000 | \$8.00 |
| 1/19/2026 | 17:21 | 1560 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 6.700 | \$6.70 |
| 1/20/2026 | 17:41 | 1587 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 13.800 | \$13.80 |
| 1/21/2026 | 16:59 | 1606 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 13.600 | \$13.60 |
| 1/22/2026 | 02:50 | 1611 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 6.000 | \$6.00 |
| 1/23/2026 | 01:32 | 1644 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 12.500 | \$12.50 |
| 1/24/2026 | 15:44 | 1704 | 001 | 2096000207 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 11.300 | \$11.30 |
| 1/26/2026 | 17:28 | 1792 | 001 | 2096000207 | 3135 | Eric M | | 01-1 | \$1,000 | 12.700 | \$12.70 |
| 1/28/2026 | 02:23 | 1822 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 17.700 | \$17.70 |
| 1/29/2026 | 03:08 | 1842 | 001 | 2096000207 | 3124 | Grisson | | 01-1 | \$1,000 | 12.500 | \$12.50 |
| 1/29/2026 | 16:18 | 1856 | 001 | 2096000207 | 3132 | Macquesten | | 01-1 | \$1,000 | 14.500 | \$14.50 |
| 1/30/2026 | 18:19 | 1896 | 001 | 2096000207 | 3140 | Macquesten | | 01-1 | \$1,000 | 6.400 | \$6.40 |
| 1/31/2026 | 02:23 | 1901 | 001 | 2096000207 | 3127 | Babcock | | 01-1 | \$1,000 | 9.700 | \$9.70 |
| 1/05/2026 | 16:15 | 1210 | 001 | 2096000209 | 3124 | Grisson | | 01-1 | \$1,000 | 6.300 | \$6.30 |
| 1/05/2026 | 10:34 | 1206 | 001 | 2096000224 | 3126 | Cugliari | 43973 | 01-1 | \$1,000 | 19.800 | \$19.80 |
| 1/08/2026 | 10:53 | 1292 | 001 | 2096000224 | 3126 | Cugliari | 44247 | 01-1 | \$1,000 | 17.000 | \$17.00 |
| 1/13/2026 | 10:38 | 1379 | 001 | 2096000224 | 3126 | Cugliari | 44497 | 01-1 | \$1,000 | 15.200 | \$15.20 |
| 1/19/2026 | 13:29 | 1557 | 001 | 2096000224 | 3126 | Cugliari | 44780 | 01-1 | \$1,000 | 18.100 | \$18.10 |
| 1/28/2026 | 09:36 | 1829 | 001 | 2096000224 | 3126 | Cugliari | 44780 | 01-1 | \$1,000 | 16.900 | \$16.90 |
| 1/02/2026 | 00:24 | 1156 | 001 | 2096000233 | 3130 | Zachary Oren | 45031 | 01-1 | \$1,000 | 19.300 | \$19.30 |
| 1/03/2026 | 04:01 | 1172 | 001 | 2096000233 | 3140 | Zachary Oren | | 01-1 | \$1,000 | 14.300 | \$14.30 |

Hardyston DPW

Activity Detail Report By Account For Product

Date Range From : 01/01/2026 12:00:00AM To : 01/31/2026 11:59:00PM

| Date | Time | Trans # | Site | Vehicle | Driver | Driver Name | Odom | Pump | Price | Qty | Amount |
|-----------|-------|---------|------|------------|--------|--------------|------|------|---------|--------|---------|
| 1/04/2026 | 04:20 | 1184 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 9.100 | \$9.10 |
| 1/05/2026 | 05:55 | 1197 | 001 | 2096000233 | 3135 | Eric M | | 01-1 | \$1,000 | 8.200 | \$8.20 |
| 1/06/2026 | 05:26 | 1223 | 001 | 2096000233 | 3133 | Della Fera | | 01-1 | \$1,000 | 12.700 | \$12.70 |
| 1/07/2026 | 11:37 | 1262 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 18.700 | \$18.70 |
| 1/08/2026 | 04:41 | 1280 | 001 | 2096000233 | 3135 | Eric M | | 01-1 | \$1,000 | 9.000 | \$9.00 |
| 1/09/2026 | 05:17 | 1305 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 7.400 | \$7.40 |
| 1/09/2026 | 15:59 | 1315 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 8.300 | \$8.30 |
| 1/10/2026 | 18:11 | 1329 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 7.100 | \$7.10 |
| 1/11/2026 | 05:17 | 1334 | 001 | 2096000233 | 3133 | Della Fera | | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 1/11/2026 | 18:12 | 1344 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 7.700 | \$7.70 |
| 1/12/2026 | 17:39 | 1368 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 13.900 | \$13.90 |
| 1/14/2026 | 17:20 | 1408 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 15.300 | \$15.30 |
| 1/15/2026 | 18:38 | 1428 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 14.100 | \$14.10 |
| 1/16/2026 | 17:56 | 1475 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 7.400 | \$7.40 |
| 1/17/2026 | 05:28 | 1478 | 001 | 2096000233 | 3137 | Lospinuso | | 01-1 | \$1,000 | 9.200 | \$9.20 |
| 1/17/2026 | 17:27 | 1497 | 001 | 2096000233 | 3135 | Eric M | | 01-1 | \$1,000 | 7.500 | \$7.50 |
| 1/18/2026 | 05:21 | 1508 | 001 | 2096000233 | 3137 | Lospinuso | | 01-1 | \$1,000 | 7.000 | \$7.00 |
| 1/19/2026 | 17:16 | 1559 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 20.500 | \$20.50 |
| 1/20/2026 | 17:44 | 1588 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 16.200 | \$16.20 |
| 1/21/2026 | 17:28 | 1608 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 10.700 | \$10.70 |
| 1/23/2026 | 18:52 | 1693 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 14.100 | \$14.10 |
| 1/24/2026 | 18:50 | 1709 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 8.300 | \$8.30 |
| 1/26/2026 | 17:20 | 1791 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 8.400 | \$8.40 |
| 1/27/2026 | 17:41 | 1814 | 001 | 2096000233 | 3140 | 3140 | | 01-1 | \$1,000 | 10.400 | \$10.40 |
| 1/28/2026 | 23:41 | 1841 | 001 | 2096000233 | 3138 | Jake Rotunda | | 01-1 | \$1,000 | 11.900 | \$11.90 |
| 1/29/2026 | 19:12 | 1865 | 001 | 2096000233 | 3130 | Zachary Oren | | 01-1 | \$1,000 | 8.100 | \$8.10 |
| 1/31/2026 | 17:49 | 1909 | 001 | 2096000233 | 3135 | Eric M | | 01-1 | \$1,000 | 13.700 | \$13.70 |

Product Totals : Transactions : 132 Amount: \$1,315.60

Account Totals : Transactions : 132 Amount: \$1,315.60

CONSENT

RECEIVED

BOROUGH OF FRANKLIN

MAR 02 2026

Borough of Franklin
Municipal Clerk's Office

DEPARTMENT OF PUBLIC WORKS



WATER/SEWER DIVISION OPERATIONS REPORT

February 2026

Water & Sewer Operations

- ✚ **WELL MONITORING-** Daily checks of all water and sewer installations including daily well report and chlorine residual samples, switch well pumps for daily operation were performed. A thorough check of all station functions performed and pump totals recorded. Water and sewer inspections daily were completed and afternoon well checks were completed as well. Pumps were also checked and controls adjusted daily for the overnight period and proper tank levels.
- ✚ **WATER AND SEWER ROUTINE OPERATIONS-** DPW refilled the chlorine vats at the well station. The team checked for possible water leaks around town and performed jetting of the sewer main at 100 Route 23., Hardsytonville Road, and Kovach Steet to Route 23. They also performed sewer jetting on John Wilton Street to Route 23. Routine monthly water samples were obtained from the Indian Ridge Well Station. Sample delivered to Garden State Labs for routine Nitrate analysis. DPW Water Operator obtained the second round of routine water samples and delivered to Garden State Labs for total coliform analysis.
- ✚ **WATER METER-** The water meter was replaced at 323 Rutherford Ave. DPW obtained meter readings for Beardslee Hill Road and the pit for the Ogdensburg billing.
- ✚ **OTHER:** DPW identified water leak at 200 Main Street and worked in conjunction with the Fire Department to perform a pump out of a basement for access to broken water service line and turned off the valve to the water service. Team members performed an unblocking of the sewer main to the pump station with the sewer jetter at South Rutherford Ave to Route 23 South Sewer Pump Station. DPW unloaded the shipment of Hydraulic Kits at the Water Department Garage for the Route 23 Pump Station mechanical upgrades. The team worked on Concoy Road and isolated a water main break by means of valving in the related mains. The team worked with Semeraro Contracting to make necessary repairs and coned off the intersecting roads prior to the repair of the water main and provided backfill material following the main repair. They then adjusted the pump flows at the well in order for the tank to recover. Water team members assessed the sunken manhole at Caitlin Road prior to the repair. The team continued snow removal at all pump stations. A team member attended safety training at the Water Garage.

Water and Sewer Office Operations

- ✚ Processed new invoices and statements received in the mail and created payment vouchers. Sorted those which were duplicates. Scanned new invoices. Sent vouchers for payment approval and provided to Finance.
- ✚ Compiled monthly work logs for the Water and Sewer Division.
- ✚ Answered phone calls and returned messages. Spoke with Resident on the water main break.
- ✚ Attended QPA Bob Dolan's Zoom Meeting-Purchasing Refresher Training

- ✦ Requested invoices from Jefferson Recycling.
- ✦ Increased the PO for AutoZone, added line for B/G on AutoZone, Aurora Electric, Wind River/Earth Care, Grainger, Tire King, and Home Depot.
- ✦ Entered a requisition for UHL, Hardyston, JB CDL Exam Reimbursement, AB CDL Exam Reimbursement, Reimburse for Water Conference attendance (2), Bagel Tree, VanCleef (2), Amazon, Peerless Concrete, and Space Farms.
- ✦ Spoke with Clerk and Head of Recreation on the Rain Barrel workshop and materials needed for presentation to Recreation for vote.
- ✦ Put together amazon order. Placed order from approved PO.
- ✦ Requested 2/22-2/23 snow reports from Streets and Roads.
- ✦ Closed PO for Wingle for Salt at request of Streets and Roads Super.
- ✦ Requested to establish Borough account to replace old employee account on the water laptop.
- ✦ Updated spreadsheet for 2026 for Employee WS Time off tracking and the 2026 Spreadsheet for clothing allowance.
- ✦ Sent AIRCO payment voucher to vendor for signature.
- ✦ Spoke with Wind River to remove the tax from the invoices.
- ✦ Sent QPA Bob Dolan email regarding payment amount for AirCo, B&N, EarthCare-Windriver, and FSC Leak to inquire if a pay to play document is on hand or if further vendor documents need to be obtained for the purchasing threshold.
- ✦ Provided Streets and Roads Division Superintendent the contact information for Quickteks.
- ✦ Organized office.
- ✦ Let Streets and Roads Division know there as a Snap-On package delivered to Borough Hall.
- ✦ Requested CY 2025 Form F-6 from state for the BPU report. Also requested the BPU usage figures from the Water Collector to use for the form. Used the data to fill out the form and provided to DPW Director for review and signature. Emailed and mailed finished signed document on behalf of DPW Director.
- ✦ Call to Jenna Black AmeriCorps NJ Watershed Ambassador to obtain details on offering another Rain Barrel workshop. Emails with the new Watershed Rep on the workshop. Email to Administrator and head of Recreation regarding workshop approval and addition to agenda.
- ✦ Followed up with Streets and Roads Supervisor on the Morton Salt Delivery for the delivery tickets and the Traffic Safety order parts to advise if ok to pay.
- ✦ Email to Treasurer and Streets and Roads Division Superintendent regarding the snow reports and the invoices for the meal allowances. Also obtained copy from Water operator for each snow storm.
- ✦ Email to DPW Mechanic requesting NAPA invoices.
- ✦ Request made to QuickTeks as directed by DPW Director to have an account and email created for M.R. for water laptop use and email account.
- ✦ Email sent to CP Engineers in regards to invoice listed on statement.
- ✦ Requested invoices from NAPA from DPW Mechanic.
- ✦ Created folders for 2026 Reports for NJDEP Water monthly Reports -- Filed January and February reports.
- ✦ Requested new water employee be added to received mark outs notifications from One Call.
- ✦ Assisted new water employee with Quickteks logging into his computer and email and linking for Dual Authentication.
- ✦ Spoke to Jim Williams OEM Coordinator on the application for new water division hire for picking up the form and for setting up new hire in system.
- ✦ Addressed and added postage to the monthly DPW Drinking water report. Mailed report.

- ✦ Addressed and added postage to the Form F-6 BPU form. Mailed report.
- ✦ Email to Streets and Roads Division on Wingle Salt Purchase.
- ✦ Email sent to Treasurer regarding UHL bill and Escrow.
- ✦ Spoke with Accurate Pest on the duplicate Quarterly maintenance invoice as well as the check that was lost in mail and reissued.
- ✦ Assisted new hire for water department in reaching the Treasurer for payroll questions on Union dues withdraws and amounts.
- ✦ Follow up with DPW Director on the FSK Leak Invoices.
- ✦ Email to NAPA regarding the invoice listed on statement which Borough paid back in January.
- ✦ Scanned and sent the water timesheets to DPW Director for review.
- ✦ Provided link on the water filters to Water Team for purchase.
- ✦ Assisted a Resident with a copy of a blank OPRA request for the Holy Chick Property to file with the Clerk for information he was seeking on water plans and site plans.
- ✦ Met with DPW Director on the due dates and mailings needs for Lead and Copper Lines compliance. Email sent to Mike Vreeland at VanCleef to request the updated mailing template.

OFFICE OF CONSTRUCTION OFFICIAL

Permit Activity Report

Range From: 2/1/2026 To: 2/28/2026

| Permit # | Permit Date | Census | Control # | Updates | Partial | Partial Date | Description of Work | Other Fee |
|-------------------------------------|--------------|-----------|----------------|-----------|-----------|--------------|---|------------|
| Block & Lot | Cost | Use Group | Waived Fees | Bldg | Elec | Fire | Plmb | Mech |
| Work Site | Work Site | Work Site | Work Site | Work Site | Work Site | Work Site | Work Site | Work Site |
| Owner Name | Minimum Fees | BTOtl | ETotl | FTotl | PTotl | VTotl | MTotl | ATFee |
| | | | | | | | | COFee |
| | | | | | | | | PenaltyPmt |
| | | | | | | | | WebSurchg |
| | | | | | | | | Total Fee |
| 2026-0150 | 2/9/26 | 434 | 25293 | 0 | | | CHIMNEY LINER INSTALLATION | |
| 304 4 | \$2,350.00 | R-5 | No Fees Waived | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$100.00 |
| 12 MASTER ST | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| RAMOS, GIANCARLO F & MENDEZ, ELISA | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$100.00 |
| 2026-0162 | 2/1/26 | 434 | 25203 | 0 | | | ROOF MOUNTED SOLAR PANELS SYSTEM SIZE 13.94KW | |
| 2602 1 | \$41,402.00 | R-5 | No Fees Waived | \$132.00 | \$450.00 | \$0.00 | \$0.00 | \$0.00 |
| 315 CORK HILL RD | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| KISH, TREVOR & KIRTIS, ASHLEY | | | | \$132.00 | \$450.00 | \$0.00 | \$0.00 | \$0.00 |
| 2026-0166 | 2/12/26 | 999 | 25308 | 0 | | | BASEMENT RENOVATION | |
| 2301 21 | \$16,000.00 | R-5 | No Fees Waived | \$480.00 | \$130.00 | \$0.00 | \$0.00 | \$0.00 |
| 25 MAPLE RD | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| ROBERTS, CHARLES A & DIANE P | | | | \$480.00 | \$130.00 | \$0.00 | \$0.00 | \$0.00 |
| 2026-0167 | 2/13/26 | 999 | 25322 | 0 | | | GAS FIRED FURNACE, AC COIL & CONDENSER REPLACEMENT | |
| 1101 174 | \$7,300.00 | R-5 | No Fees Waived | \$0.00 | \$130.00 | \$0.00 | \$0.00 | \$140.00 |
| 65 LIBERTY LN | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| VAN LEAR, DIANE & MCFADDEN, ALAN | | | | \$0.00 | \$130.00 | \$0.00 | \$0.00 | \$140.00 |
| 2026-0175 | 2/18/26 | 999 | 25320 | 0 | | | COMBI BOILER & WATER SOFTENER | |
| 1005 14 | \$14,200.00 | R-5 | No Fees Waived | \$0.00 | \$75.00 | \$0.00 | \$180.00 | \$0.00 |
| 32 PARKER ST | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| VAN TASSEL, GARFIELD S & VIRGINIA A | | | | \$0.00 | \$75.00 | \$0.00 | \$180.00 | \$0.00 |
| 2026-0178 | 2/19/26 | 434 | 24201 | 0 | | | ROOF MOUNTED SOLAR 6.375 KW - SYSTEM INCREASE IN SIZE 8.9KW | |
| 908 18 | \$19,000.00 | R-5 | No Fees Waived | \$200.00 | \$375.00 | \$0.00 | \$0.00 | \$0.00 |
| 42 FOWLER ST | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| SOARES, CARLOS & ZIEROLD-SOARES, E | | | | \$200.00 | \$375.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | \$0.00 |
| | | | | | | | | \$612.00 |

OFFICE OF CONSTRUCTION OFFICIAL

Permit Activity Report

Range From: 2/1/2026 To: 2/28/2026

| Permit # | Permit Date | Census | Control # | Updates | Partial | Partial Date | Description of Work | Elev | Mech | AltFee | COFee | OtherFee | |
|--------------------------|-------------|--------------|----------------|---|------------|--------------|-------------------------|---|----------|-----------|-----------|-------------|--|
| Block & Lot | Cost | Use Group | Waived Fees | Bldg | Elec | Fire | Plmb | VAdm | MAdm | VolFee | TCOFee | PenaltyPmt | |
| Work Site | Square Feet | Minimum Fees | BADM | EADM | FADM | PADM | VADM | MADM | DCA Min. | TCOTotl | WebSurchg | Total Fee | |
| Owner Name | Cubic Feet | ETotl | ETotl | FTotl | PTotl | VTotl | MTotl | TFTotl | CertTotl | Total Fee | | | |
| 2026-0194 | 2/25/26 | 434 | 25356 | 0 | | | UPGRADE 100 AMP SERVICE | | | | | | |
| 603 1 | \$1,850.00 | R-5 | No Fees Waived | \$0.00 | \$195.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4.00 | \$0.00 | \$0.00 | |
| 1 MABIE ST | 0 Cu.ft. | 0 Sq.ft. | No Fees Waived | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| BATON, EDWARD C & ELDA M | 0 Cu.ft. | 0 Sq.ft. | | \$0.00 | \$195.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4.00 | \$0.00 | \$199.00 | |
| 2026-0208 | 2/27/26 | 999 | 28216 | 0 | | | SEWER CONNECTION | | | | | | |
| 1205 10 | \$500.00 | R-5 | No Fees Waived | \$0.00 | \$0.00 | \$0.00 | \$75.00 | \$0.00 | \$0.00 | \$1.00 | \$0.00 | \$0.00 | |
| 40 DAVIS RD | 0 Cu.ft. | 0 Sq.ft. | No Fees Waived | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| LUTERZO, MICHAEL J SR | | | | \$0.00 | \$0.00 | \$0.00 | \$75.00 | \$0.00 | \$0.00 | \$1.00 | \$0.00 | \$76.00 | |
| Grand Total | | | | \$9,522.00 | \$2,040.00 | \$230.00 | \$795.00 | \$0.00 | \$690.00 | \$784.00 | \$50.00 | \$14,111.00 | |
| | | | | Total Penalties Collected for Permits NOT Issued | | | | | | | | | |
| | | | | Total Penalties Collected for Permits Issued | | | | | | | | | |
| Total Permits: 14 | | | | Total Recurring Fees: | | | | Total Penalties Collected for Permits NOT Issued | | | | | |
| Total Partial: 0 | | | | Total Online Surcharge: \$0.00 | | | | Total Fees and Penalties Collected | | | | | |
| | | | | | | | | \$14,111.00 | | | | | |

CONSENT

| Franklin Borough | | | | | | | | | | | |
|------------------|-----------|-------|-----|----------------------------|--------------------|----------------------------------|--------------|------------|----------|----------------|-----------|
| DATE | PERMIT # | BLOCK | LOT | OWNER'S NAME | LOCATION | DESCRIPTION | TOTAL AMOUNT | DCA AMOUNT | CHECK # | DATE TO TREAS. | O/L PMTS |
| 2/2/2026 | 2026-0108 | 609 | 26 | Tyszka, Danuta | 139 Main St | Reconstruction due to fire | 10,378 | \$548 | 936 | 2/2/2026 | |
| 2/2/2026 | 2026-0107 | 609 | 26 | Tyszka, Danuta | 139 Main St | Demo single family home | \$100 | \$0 | 935 | 2/2/2026 | |
| 2/2/2026 | 2026-0111 | 605 | 2 | RC Captoni LLC | 384 Rutherford Ave | Install new porch | \$221 | \$11 | 179 | 2/2/2026 | |
| 2/2/2026 | 2026-0112 | 601 | 16 | Crowell, Charles & Rachel | 77 Sterling St | Electric water heater | \$177 | \$2 | 485 | 2/4/2026 | |
| 2/3/2026 | 2026-0117 | 2702 | 17 | Herb, Feders | 23 Skyview Dr | Gas fired furnace | \$197 | \$22 | 32410 | 2/4/2026 | |
| 2/6/2026 | 2026-0140 | 1402 | 3 | Vargas Miguel Angel J R ET | 20 Ginter St | Remove & install 275 AST | \$181 | \$6 | 1248 | 2/9/2026 | |
| 2/9/2026 | 2026-0150 | 304 | 4 | Ramos, Giancarlo | 12 Master St | Chimney liner | \$104 | \$4 | Visa | 2/9/2026 | 2/6/2026 |
| 2/11/2026 | 2026-0162 | 2602 | 1 | Kish, Trevor & Kiritis | 315 Cork Hill Rd | Roof mounted solar | \$660 | \$78 | 298667 | 2/13/2026 | |
| 2/12/2026 | 2026-0166 | 2301 | 21 | Roberts, Charles & Diane | 25 Maple Rd | Basement renovation | \$641 | \$31 | 18975 | 2/13/2026 | |
| 2/13/2026 | 2026-0167 | 1101 | 174 | Van Lear, Diane | 65 Liberty Ln | Gas furnace, ac coil & condenser | \$283 | \$13 | 2976 | 2/13/2026 | |
| 2/18/2026 | 2026-0175 | 1005 | 14 | Van Tassel, Garfield | 32 Parker St | Cobi Boiler & Water Softner | \$282 | \$27 | 19376 | 2/18/2026 | |
| 2/19/2026 | 2026-0178 | 908 | 18 | Soares, Carlos | 42 Fowler St | Roof mounted solar | \$612 | \$37 | Am Expre | 2/19/2026 | 2/17/2026 |
| 2/25/2026 | 2026-0194 | 603 | 1 | Baton Edward & Eida | 1 Mable St | 100 Amp Service | \$199 | \$4 | 2084 | 2/27/2026 | |
| 2/27/2026 | 2026-0208 | 1205 | 10 | Luterzo, Michael | 40 Davis Rd | Sewer connection | \$76 | \$1 | CASH | | |
| | | | | | | | \$14,111 | \$784 | | | |

RECEIVED

MAR 04 2025

Borough of Franklin
Municipal Clerk's Office

CONSENT

| Franklin Borough COH | | | | | | | | | |
|----------------------|-----------|-------|-----|--------------------------------|---------------------------------|--------|--------------|---------------|----------------|
| COH # | DATE | BLOCK | LOT | OWNER'S NAME | LOCATION | TYPE | TOTAL AMOUNT | CHECK # | DATE TO TREAS. |
| C26-007 | 2/4/2026 | 1702 | 2 | Estate of Linda Amato | 70 Davis Rd | RESALE | \$150 | 1238 | 2/6/2026 |
| C26-008 | 2/10/2026 | 904 | 4 | Anthony Tasco | 111 Main St | RENTAL | \$50 | CASH | 2/11/2026 |
| C26-009 | 2/17/2026 | 901 | 20 | Elitto, Samuel & Barbara | 81 Church St | RENTAL | \$50 | 1086 | 2/18/2026 |
| C26-010 | 2/19/2026 | 1101 | 160 | Lisa Smith | 35 Liberty Ln | RESALE | \$50 | 479 | 2/20/2026 |
| C26-011 | 2/24/2026 | 1005 | 5 | Wittig Claude & Joan | 52 High St | RESALE | \$150 | CASH | 2/25/2026 |
| C26-012 | 2/24/2026 | 1005 | 8 | Westenberger, Scott & Michelle | 62 High St | RESALE | \$50 | CASH | 2/25/2026 |
| C26-013 | 2/26/2026 | 607 | 19 | 174 Main Franklin LLC | 174-176 Main St Apt 2L upstairs | RENTAL | \$50 | 1055 | 2/27/2026 |
| C26-014 | 2/26/2026 | 1101 | 173 | Jenkins, Elaine | 63 Liberty Lane | RESALE | \$50 | MO38160489971 | 2/27/2026 |
| C26-015 | 2/27/2026 | 2401 | 8 | Aquarian Holdings LLC | 75 RT 23 | RESALE | \$50 | 1351 | |
| C26-016 | 2/27/2026 | 2702 | 17 | Barbara Daken | 16 Alpine Circle | RESALE | \$700 | 1062 | |

RECEIVED

MAR 04 2026

Borough of Franklin
Municipal Clerk's Office

RECEIVED

MAR 05 2026

Borough of Franklin
Municipal Clerk's Office

Borough of Franklin

Road Department Weekly Operations

February 1 – February 27, 2026

Fleet Maintenance:

- Cleaned interior of work trucks
- Filled all gas cans and diesel tank and all equipment
- Greased equipment as needed
- Installed all snow plows and checked for proper operation
- Fixed plows as needed after snow storms, fixed headlights, leaks and replaced blades as needed
- Completed service on the 3102 police patrol car, changed oil, replaced rear pads and rotors and new tires
- Replaced O2 sensor on 3105 police car to fix the check engine light
- Jump started police hummer
- Checked lights and siren on 3105 police car
- Completed service on the 3104 police patrol car, changed oil, rotated tires. Found water pump and thermostat to be bad, ordered new and replaced.
- Completed service on the 3101 police patrol car, changed oil and rotated tires
- Completed service on the 2023 Ford F350, changed oil and mounted and balanced 4 new tires
- Completed service on the 3105 police patrol car, changed oil and rotated tires
- Looked at damage from 3102 police patrol car deer hit
- Looked at speaker issue on the 3101 police patrol car
- Fixed salter lights as needed
- Completed service on the police captain's car, changed oil and rotated tires
- Worked on repairing the water department backhoe, ordered new batteries and worked on making new battery leads
- Washed salt off all salt trucks after every storm
- Replaced starter on the 2016 Ford F550

Road Work:

- Checked catch basins and drainage ditches and cleaned as needed
- Picked up leaves and branches around town
- Checked around town for and debris from wind/rain/snow
- Patched pot holes around town with cold patch when needed
- Plowed and salted roads as needed
- Received loads of salt and piled into the salt shed
- Worked on snow removal around town after big snow storms. Used tractor and skid steer snow blowers to remove snow and blow into trucks and haul back to the road garage.
- Used wheel loader to remove snow in intersections and dead-end roads and any other spots needed
- Fixed catch basin backers that broke from snow plows
- Inspected sinking manhole complaint on Catlin Rd.
- Inspected rising asphalt on Mountain Rd. from sewer service line
- Fixed street signs as needed from snow plowing
- Fixed broken perms and ripped up grass from snow plows

Building and Grounds Maintenance:

- Emptied garbage's at the road dept garage and police Dept
- Cleaned road garage, Cleaned all work benches, floors, office, breakroom and bathroom
- Completed monthly building checks
- Took away all garbage from the Police Dept.
- Repaired toilet flange in the borough hall women's room. Remounted toilet and caulked and cleaned. Replaced toilet seat
- Replaced faucet in the borough hall break room
- Organized sea containers at the road garage
- Cleaned around road garage yard
- Fixed out lights at the borough hall
- Cleaned heaters in the road garage and ordered new blower motors
- Fixed eye wash station at the road garage

- Replaced faucet at the road garage bathroom due to the old one leaking
- Cleared and salted borough owned sidewalks as needed

Office Work:

- Brought weekly bills to borough hall
- Completed timesheets
- Checked iWork for any work orders
- Requested new blankets be open
- Requested P.O. increases for various blankets
- Spoke with Neil on on-going projects
- Ordered salt as needed
- Got quotes for cleaning services in borough buildings
- Spoke with Neil and the Mayor on getting deliveries of salt
- Looked at options outside of the Co-op for getting salt
- Worked on hvac repairs scheduling at the police department
- Worked on hvac quotes for borough hall
- Handled concerns from snow storms
- Ordered grits to mix with salt
- Set up boiler inspections at borough hall
- Met with salesmen from various companies
- Spoke with engineers on upcoming road paving
- Spoke with Neil about sewer manhole and line issues around town
- Got food and drinks for bad snow storms
- Met with Neil and union rep on current issues
- Worked with Pd to get signed up for email system for police vehicle repairs
- Worked on yearly capital purchases
- Ordered new washer fluid barrel for the police cars
- Picked up new barricades from traffic safety in Mahwah
- Set up alarm system at the senior center for the work getting done on the police departments hvac system
- Got new heater for the borough hall elevator shaft from Home Depot
- Worked on getting new water filters for the water coolers on all the borough buildings from Home Depot
- Had earthcare pump out road garage floor tank as needed

****This is not a full list of work completed but just a general outline of the work month****

List of Bills - CLEARING ACCOUNT - Franklin

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|---|------------|-------------|
| 59213 | 2731 - AIRCO HEATING AND COOLING LLC | PO 40023 2026 REPAIRS | 13,256.94 | 13,256.94 |
| 59214 | 64 - AIRGAS USA, LLC | PO 39925 2026 BLANKET S/R WELDING | 58.14 | |
| | | PO 40162 2026 POLICE 040 MEDICAL - BLANKET | 140.43 | 198.57 |
| 59215 | 2351 - AMAZON CAPITAL SERVICES INC | PO 40163 Office Supplies | 49.35 | |
| | | PO 40163 Office Supplies | 14.98 | |
| | | PO 40167 OFFICE SUPPLIES WATER AND SEWER/ SAFETY | 90.23 | 154.56 |
| 59216 | 1004 - AMERIGAS - CHESTER | PO 39937 2026 BLANKET B/G-PROPANE-DPW GARAGE/POLI | 3,325.34 | 3,325.34 |
| 59217 | 1676 - BAGEL TREE, THE | PO 40173 STORM MEAL ALLOWANCE 2/23/26 STORM | 79.24 | 79.24 |
| 59218 | 277 - BASSANI POWER EQUIPMENT, LLC | PO 40158 FFD - CHAIN SAW REPAIR | 58.55 | 58.55 |
| 59219 | 1720 - BLUE DIAMOND DISPOSAL, INC. | PO 40089 2026 SOLID WASTE DISPOSAL CONTRACT | 54,000.00 | 54,000.00 |
| 59220 | 2541 - BRIGHTSPEED | PO 40099 PHONE ALARM LINE - BORO HALL - ACCT #473 | 39.34 | 39.34 |
| 59221 | 2336 - CHROBAK, CORRY | PO 40180 General Administration Postage | 22.20 | 22.20 |
| 59222 | 2009 - COMPLETE SECURITY SYSTEMS, INC. | PO 40011 2026 - MONITORING OF ALARM SYSTEMS - ACC | 185.51 | 185.51 |
| 59223 | 1003 - COOPERATIVE COMMUNICATIONS INC. | PO 40004 MUNICIPAL LONG DISTANCE CARRIER #973-827 | 833.76 | 833.76 |
| 59224 | 2095 - CORELOGIC | PO 40195 Refund of Tax Overpayment 10 Paddock Roa | 2,968.96 | 2,968.96 |
| 59225 | 2095 - CORELOGIC | PO 40196 Refund of Tax Overpayment - 452 Rutherfo | 2,149.89 | 2,149.89 |
| 59226 | 95 - DEARBORN NATIONAL LIFE INSURANCE C | PO 40016 2026 DISABILITY INSURANCE - 2026 BLANKET | 894.60 | 894.60 |
| 59227 | 1635 - FRANK SEMERARO CONSTRUCTION | PO 40142 LEAK DETECTION SERVICES WATER MAIN BREAK | 13,120.00 | 13,120.00 |
| 59228 | 39 - FRANKLIN BOARD OF EDUCATION | PO 39953 2026 - SCHOOL TAX LEVY - 1ST HALF - BLAN | 582,187.00 | 582,187.00 |
| 59229 | 115 - FRANKLIN FIRE DEPARTMENT | PO 40159 FFD - REIMBURSEMENT EDUCATION SUPPLIES | 77.21 | 77.21 |
| 59230 | 2782 - GABRIELA BARRERA GUTTIEREZ | PO 40194 Refund of Tax Overpayment 10 Paddock Ro | 1,681.98 | 1,681.98 |
| 59231 | 226 - GARDEN STATE LABORATORIES, INC | PO 39920 2026 BLANKET | 385.00 | 385.00 |
| 59232 | 2436 - GRANT BENEFITS SOLUTIONS LLC | PO 40095 FLEXIBLE SPENDING PLAN - 2026 BLANKET | 50.00 | 50.00 |
| 59233 | 413 - HARDYSTON, TOWNSHIP OF | PO 40191 DIESEL/GAS CHARGES - FEB 2026 | 4,868.28 | 4,868.28 |
| 59234 | 278 - HOME DEPOT CREDIT SERVICES | PO 39947 2026 BLANKET | 269.88 | 269.88 |
| 59235 | 1387 - I.D.M. MEDICAL GAS CO. | PO 40190 2026 - WVFAS - OXYGEN | 68.89 | 68.89 |
| 59236 | 482 - INSTITUTE FOR PROFESSIONAL DEVELOP | PO 40083 Diana Falica - Webinars for CEU | 50.00 | |
| | | PO 40084 Webinar - Corry Chrobak | 50.00 | 100.00 |
| 59237 | 2400 - IPITOMY COMMUNICATIONS LLC | PO 39985 PHONE BILL - BORO HALL - ACCT # C11531 - | 99.75 | |
| | | PO 40003 PHONE BILL - DPW 40 N CHURCH RD - ACCT # | 102.01 | 201.76 |
| 59238 | 2315 - J.CALDWELL & ASSOCIATES, LLC | PO 39957 REDEVELOPMENT ESCROW - 263 ROUTE 23 | 560.00 | |
| | | PO 40035 PLANNING BOARD - AFFORDABLE HOUSING | 232.50 | 792.50 |
| 59239 | 535 - JCP&L | PO 39069 2025 - ELECTRIC - MASTER ACCT. - #328 | 1,402.83 | |
| | | PO 40077 2026 - ELECTRIC - ACCT. #857 - MUNICIPAL | 96.00 | |
| | | PO 40183 2026 - ELECTRIC - MASTER ACCT. - #310 | 1,742.18 | |
| | | PO 40184 2026 - ELECTRIC - MASTER ACCT. - #336 | 1,497.95 | |
| | | PO 40185 2026 - ELECTRIC - ACCT. #344 FFD - WASTE | 1,628.08 | |
| | | PO 40187 2026 - ELECTRIC - MASTER ACCT. - #328 | 1,287.90 | 7,654.94 |
| 59240 | 2775 - Jefferson Recycling LLC | PO 40060 Emergency PO Salt 1/ 26 /26 | 11,490.00 | 11,490.00 |
| 59241 | 2672 - JLM OFFICE INNOVATORS LLC | PO 40153 CHAIRS FOR PROSECUTORS ROOM | 726.00 | 726.00 |
| 59242 | 211 - MGL PRINTING SOLUTIONS | PO 40164 CLERK - LEGAL BINDERS | 419.00 | 419.00 |
| 59243 | 25 - MONTAGUE TOOL & SUPPLY CO. | PO 38902 2025 BLANKET-S/R-TOOLS/HARDWARE/EQUIPMEN | 59.98 | 59.98 |
| 59244 | 65 - NEW JERSEY STATE ASSOCIATION OF | PO 40149 2026 police | 275.00 | 275.00 |
| 59245 | 210 - NEW YORK, SUSQUEHANNA AND WESTERN | PO 40172 ANNUAL LICENSE FEE - WATER MAIN LEASE #N | 701.46 | 701.46 |
| 59246 | 2545 - NIELSEN FORD OF MORRISTOWN INC | PO 39963 2026 BLANKET | 499.30 | 499.30 |
| 59247 | 706 - North East Parts Group | PO 39970 2026 BLANKET-S/R-POLICE | 2,560.68 | 2,560.68 |
| 59248 | 2781 - NRTCTA | PO 40168 Diana Falica - Webinars for CEU | 40.00 | 40.00 |
| 59249 | 70 - OGDENSBURG, BOROUGH OF | PO 40188 WATER CHARGES - FOXHILL DRIVE - 2026 BLA | 4,764.35 | 4,764.35 |
| 59250 | 1631 - ONE CALL CONCEPTS, INC. | PO 39988 2026 BLANKET-MARK OUTS | 41.80 | 41.80 |
| 59251 | 2430 - OPTIMUM | PO 40000 2026 SELECT TV - POLICE DEPARTMENT ACCT | 19.85 | |
| | | PO 40001 2026 INTERNET - FRANKLIN SENIOR CENTER - | 33.35 | |
| | | PO 40002 2026 INTERNET - WVFAS - ACCOUNT 07879-16 | 69.42 | 122.62 |
| 59252 | 2583 - ORIENTAL TRADING | PO 40157 RECREATION | 399.98 | 399.98 |
| 59253 | 2721 - OVERCOAT LLC | PO 40090 ECONOMIC DEVELOPMENT SERVICES 2026 | 1,650.00 | 1,650.00 |
| 59254 | 2689 - PEERLESS CONCRETE PRODUCTS CO. | PO 40170 Not to exceed \$1,000.00 | 620.00 | 620.00 |
| 59255 | 2611 - PLANET NETWORKS | PO 40006 2026 INTERNET - BORO HALL - 46 MAIN ST - | 49.95 | |
| | | PO 40008 2026 INTERNET - BORO GARAGE - 75 CORKHIL | 49.95 | |
| | | PO 40009 2026 INTERNET - POLICE DEPT - 15 CORKHIL | 49.95 | |
| | | PO 40010 2026 INTERNET - DPW - 40 N CHURCH RD - A | 49.95 | 199.80 |
| 59256 | 2402 - QUADIENT FINANCE USA, INC. | PO 39998 POSTAGE PURCHASE - 2026 BLANKET | 1,500.00 | 1,500.00 |
| 59257 | 2411 - QUIKTEKS LLC | PO 39977 2026 - IT MANAGEMENT | 2,010.50 | 2,010.50 |
| 59258 | 183 - RANDOLPH, TOWNSHIP OF | PO 40192 2026 MCCPC MEMBERSHIP FEE | 650.00 | |
| | | PO 40192 2026 MCCPC MEMBERSHIP FEE | 600.00 | 1,250.00 |
| 59259 | 2577 - RMD ASSOCIATES, LLC | PO 39978 QPA CONTRACT - 2026 | 500.00 | 500.00 |
| 59260 | 124 - RONETCO SUPERMARKETS, INC | PO 40200 Snow Meal Allowance | 198.09 | 198.09 |
| 59261 | 2736 - SHARON FERRIERE | PO 40165 MILLEAGE REIMBURSEMENT | 105.85 | 105.85 |
| 59262 | 2774 - SJ FUEL SOUTH CO, INC | PO 40026 2026 BLANKET-W/S-FUEL OIL MCCPC CONTRACT | 727.48 | 727.48 |
| 59263 | 186 - STAPLES ADVANTAGE | PO 40152 Office Supplies | 63.95 | |
| | | PO 40152 Office Supplies | 98.00 | 161.95 |
| 59264 | 1 - SUBURBAN PROPANE-2232 | PO 40058 WVFAS - PROPANE - ACCT #2232-231374 - 20 | 736.21 | 736.21 |

List of Bills - CLEARING ACCOUNT - Franklin

| Check# | Vendor | Description | Payment | Check Total |
|--------|---|---|------------|--------------|
| 59265 | 402 - SUSSEX COUNTY COMMUNITY COLLEGE | PO 40160 FFD - FIRE FIGHTER TRAINING | 500.00 | |
| | | PO 40161 FFD - FIRE FIGHTER TRAINING | 1,000.00 | 1,500.00 |
| 59266 | 1957 - TILCON NEW YORK, INC. | PO 40197 Road Projects 2025 | 296,377.10 | 296,377.10 |
| 59267 | 473 - TIRE KING | PO 39971 2026 BLANKET-S/R-POLICE | 431.00 | 431.00 |
| 59268 | 1690 - TRAFFIC SAFETY & EQUIPMENT CO. INC. | PO 39893 NOT TO EXCEED \$2,700 | 2,750.90 | 2,750.90 |
| 59269 | 2777 - TRAINING UNLIMITED LLC | PO 40065 CLERK - WEBINARS | 115.00 | 115.00 |
| 59270 | 1760 - TURN OUT UNIFORMS, INC. | PO 40045 2026 police | 143.98 | 143.98 |
| 59271 | 2362 - VAN CLEEF ENGINEERING ASSOCIATES LLC | PO 39455 Blanket Purchase Order for Bond Ordinanc | 360.00 | |
| | | PO 39991 2026 ENGINEERING SERVICES - BLANKET PO | 160.00 | |
| | | PO 39991 2026 ENGINEERING SERVICES - BLANKET PO | 800.00 | |
| | | PO 40169 2026 Blanket Engineering Roads/Paving | 2,377.00 | |
| | | PO 40174 ENGINEERING - CAPITAL ROAD PROJECTS BLAN | 224.00 | |
| | | PO 40176 WATERSHED IMPROVEMENT PLAN | 1,221.00 | 5,142.00 |
| 59272 | 681 - VANDENBROEK, BRIAN | PO 40166 North Jersey Water Conference membership | 255.00 | |
| | | PO 40171 REIMBURSEMENT FOR AWWA NJ ANNUAL CONFERE | 425.00 | 680.00 |
| 59273 | 9 - VERIZON WIRELESS | PO 40079 FFD - ACCT. #242476498-00001 - 2026 | 90.10 | |
| | | PO 40080 MAYOR/COURT IPAD - ACCT#682500093-00001 | 76.36 | 166.46 |
| 59274 | 40 - WALLKILL VALLEY REGIONAL H. S. | PO 39954 2026 - REGIONAL HIGH SCHOOL TAXES - 1ST | 197,300.34 | 197,300.34 |
| TOTAL | | | | 1,225,991.73 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|---|------------------|-----------------|-------------------|-------------------|
| 01-201-20-100-020 | General Administration Other Expenses | 3,348.20 | | | |
| 01-201-20-120-020 | Clerk Other Expenses | 534.00 | | | |
| 01-201-20-130-020 | Finance Administration Other Expenses | 313.74 | | | |
| 01-201-20-145-020 | Tax Collector Other Expenses | 129.46 | | | |
| 01-201-20-165-020 | Engineering Services Other Expenses | 2,377.00 | | | |
| 01-201-20-170-020 | Economic Development Other Expenses | 1,650.00 | | | |
| 01-201-23-226-020 | Insurance - Disability | 894.60 | | | |
| 01-201-25-240-020 | Police Other Expenses | 1,058.71 | | | |
| 01-201-25-255-021 | Aid To Volunteer Fire Companies OE | 3,353.94 | | | |
| 01-201-25-260-020 | Aid To Volunteer Ambulance Companies OE | 906.35 | | | |
| 01-201-26-290-020 | Streets & Roads Other Expenses | 3,327.15 | | | |
| 01-201-26-310-020 | Building & Grounds OE | 423.56 | | | |
| 01-201-28-370-020 | Recreation Other Expenses | 399.98 | | | |
| 01-201-31-430-020 | Utility Bulk Expenses - Electricity | 4,528.03 | | | |
| 01-201-31-435-020 | Utility Bulk Expenses Street Lights | 96.00 | | | |
| 01-201-31-440-020 | Utility Bulk Expense Telephone | 1,035.52 | | | |
| 01-201-31-446-020 | Utility Bulk Expense - Gasoline/Diesel Fuel | 4,868.28 | | | |
| 01-201-31-447-020 | Utility Bulk Expense - Propane/Natural Gas | 3,325.34 | | | |
| 01-201-31-450-020 | Utility Bulk Expense - Telecommunications | 318.75 | | | |
| 01-201-31-462-020 | Network Maintenance | 2,010.50 | | | |
| 01-201-32-465-020 | Solid Waste Disposal Costs OE | 54,000.00 | | | |
| 01-203-26-290-020 | (2025) Streets & Roads Other Expenses | | 2,750.90 | | |
| 01-203-31-430-020 | (2025) Utility Bulk Expenses - Electricity | | 1,402.83 | | |
| 01-205-55-000-000 | Tax Overpayments | | | 6,800.83 | |
| 01-206-55-000-000 | Regional HS Taxes Payable | | | 197,300.34 | |
| 01-207-55-000-000 | Local School Taxes Payable | | | 582,187.00 | |
| 01-260-05-100 | Due To/From Clearing | | | 0.00 | 879,341.01 |
| TOTALS FOR | Current Fund | 88,899.11 | 4,153.73 | 786,288.17 | 879,341.01 |
| 02-213-40-750-000 | Appropriated St. Gr. Stormwater Grants | 1,221.00 | | | |
| 02-260-05-100 | Due To Clearing | | | 0.00 | 1,221.00 |
| TOTALS FOR | State Grant Fund | 1,221.00 | 0.00 | 0.00 | 1,221.00 |
| 03-260-05-100 | Due To/From Clearing | | | 0.00 | 12,282.50 |
| 03-293-56-851-000 | Reserve for Storm Recovery | | | 11,490.00 | |
| 03-299-56-851-000 | Reserve for Affordable Housing | | | 232.50 | |
| 03-306-56-851-000 | Reserve For Redevelopment | | | 560.00 | |
| TOTALS FOR | Trust Fund | 0.00 | 0.00 | 12,282.50 | 12,282.50 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--|------------------|--------------|-------------------|-------------------|
| 04-215-55-989-000 | IA - 6-2020 VARIOUS IMPROVEMENTS/PURPOSE | | | 46,351.11 | |
| 04-215-55-991-000 | IA - 08-2021 VARIOUS IMPROVEMENTS | | | 48,239.25 | |
| 04-215-55-992-000 | IA 10-2022 VARIOUS CAPITAL IMPROVEMENTS | | | 149,328.77 | |
| 04-215-55-994-000 | Bond Ordinance 2023-05 | | | 584.18 | |
| 04-215-55-995-000 | Bond Ordinance 07-2024 | | | 65,130.73 | |
| 04-215-55-998-000 | Imp Auth 07-2025 Bond Ord-Various Capita | | | 584.00 | |
| 04-260-05-100 | Due To/From Clearing | | | 0.00 | 310,218.04 |
| TOTALS FOR | General Capital Fund | 0.00 | 0.00 | 310,218.04 | 310,218.04 |
| 08-216-55-990-000 | I/A FUNDED-NEW WATER SOURCE | | | 160.00 | |
| 08-260-05-100 | Due To/From Clearing | | | 0.00 | 160.00 |
| TOTALS FOR | Water Sewer Capital Fund | 0.00 | 0.00 | 160.00 | 160.00 |
| 09-201-55-502-020 | Water Sewer Operat. OE Water | 7,952.11 | | | |
| 09-201-55-503-020 | Water Sewer Operat. OE Sewer | 1,017.09 | | | |
| 09-201-55-510-000 | W/S Water Main, Leak Detection Contract Services | 13,120.00 | | | |
| 09-201-55-512-000 | Water Sewer Capital Outlay | 620.00 | | | |
| 09-203-55-502-020 | (2025) Water Sewer Operat. OE Water | | 59.98 | | |
| 09-260-05-100 | Due To/From Clearing | | | 0.00 | 22,769.18 |
| TOTALS FOR | Water Sewer Operating Fund | 22,709.20 | 59.98 | 0.00 | 22,769.18 |

| | |
|--|--------------|
| Total to be paid from Fund 01 Current Fund | 879,341.01 |
| Total to be paid from Fund 02 State Grant Fund | 1,221.00 |
| Total to be paid from Fund 03 Trust Fund | 12,282.50 |
| Total to be paid from Fund 04 General Capital Fund | 310,218.04 |
| Total to be paid from Fund 08 Water Sewer Capital Fund | 160.00 |
| Total to be paid from Fund 09 Water Sewer Operating Fund | 22,769.18 |
| | ===== |
| | 1,225,991.73 |

Checks Previously Disbursed

| | | | | |
|-------|----------------------------------|---------|------------|-----------|
| 26044 | FRANKLIN BOROUGH PAYROLL ACCOUNT | PR 2/27 | 21,984.75 | 2/25/2026 |
| 26045 | FRANKLIN BOROUGH PAYROLL ACCOUNT | PR 2/27 | 164,505.75 | 2/25/2026 |
| | | | ----- | |
| | | | 186,490.50 | |

| Totals by fund | Previous Checks/Voids | Current Payments | Total |
|------------------------------------|-----------------------|---------------------|---------------------|
| Fund 01 Current Fund | 164,505.75 | 879,341.01 | 1,043,846.76 |
| Fund 02 State Grant Fund | | 1,221.00 | 1,221.00 |
| Fund 03 Trust Fund | | 12,282.50 | 12,282.50 |
| Fund 04 General Capital Fund | | 310,218.04 | 310,218.04 |
| Fund 08 Water Sewer Capital Fund | | 160.00 | 160.00 |
| Fund 09 Water Sewer Operating Fund | 21,984.75 | 22,769.18 | 44,753.93 |
| BILLS LIST TOTALS | 186,490.50 | 1,225,991.73 | 1,412,482.23 |
| | | | ===== |