

REGULAR AGENDA
FOR THE MAYOR AND COUNCIL MEETING
BOROUGH OF FRANKLIN,
HELD AT THE MUNICIPAL BUILDING, 46 MAIN STREET
FRANKLIN, NEW JERSEY AT 7:00 P.M. ON
JULY 26, 2022

- A. **Mayor Sowden** will call the meeting to order; Clerk will call the roll.
- B. **Mayor Sowden** will invite all present to salute the flag.
- C. **Mayor Sowden** will state that "This meeting is being held in compliance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et sequentes. It has been properly advertised by posting in Borough Hall, and printed in the New Jersey Herald/Sunday New Jersey Herald on January 7, 2022, and posted on the Borough website, which adequate notice has been certified by the Clerk."
- D. **PRESENTATIONS**
Franklin Recreation Committee - At this time, there will be a presentation to the 2022 Royal Court of Franklin,
Miss Franklin – Darling Maldonado, Jr. Miss Franklin – Brooke Perez, Little Miss Franklin – Lily Guether, Franklin Princess – Abigail Swiss, and Franklin Prince – Lucian Sierra.
- E. **COMMITTEE REPORTS:** **Mayor Sowden** will allow each member of the Council, Borough Administrator, Borough Clerk, and Borough Attorney to present their respective committee report.

Mayor Sowden will offer the Mayor's Report.

- F. **OPEN PUBLIC SESSION:** **Mayor Sowden** will request a motion to open the meeting to the public, for any questions or comments concerning the good and welfare of the Borough. **All comments should be directed to the Mayor and kept to a 3-minute maximum per person.**

After giving all persons present an opportunity to address the Governing Body, **Mayor Sowden** will request a motion to close the meeting to the public and return to the regular order of business.

- G. **CONSENT AGENDA:** **Mayor Sowden** will request that all persons present review the consent agenda. If any member of the Council or public wishes an item on the consent agenda to be discussed and considered separately, a motion to this effect shall so be made, at this time.

After all persons have had an opportunity to review the consent agenda and offer requests for changes, Mayor Sowden will request a motion to approve the consent agenda.

- H. **OLD BUSINESS:**

- I. **NEW BUSINESS:**

1. **Robert "Bob" and Elizabeth "Betty" Allen Proclamation**
2. **Approval of the Minutes** for the regular meeting minutes for June 28, 2022. (Absent: None) (*motion needed*)
3. **Resolution #2022-69** to approve Police Contract between the PBA Local 404 and the Borough of Franklin. (PBA contract included in Council packets) (*motion needed*)
4. **Resolution #2022-70** to approve establishing salaries for certain employees of Franklin Borough for the Year 2022. (*motion needed*)
5. **Resolution #2022-71** to approve certifying the Franklin Borough Governing Body has reviewed the 2021 Audit comments and recommendations as required by N.J.A.C. 5:30-6.5. (*motion needed*)

REGULAR AGENDA – MAYOR AND COUNCIL MEETING JULY 26, 2022

6. Resolution #2022-72 to accept and approve for filing the corrective action plan for the Audit Report year 2021 prepared and filed by the Borough's Chief Financial Officer. (Corrective Action Plan attached.) (*motion needed*)
7. Resolution #2022-73 to approve requesting permission for the Dedication by Rider for Open Space purposes. (*motion needed*)
8. Resolution #2022-74 to approve amending resolution 2022-68 withdrawing the approval for the renewal of Liquor License #1906-33-004-007, Coyote Cocina Mexicana, LLC. (*motion needed*)
9. Resolution #2022-75 to approve requesting the Sussex County Clerk to print upon the official ballot of the November 8, 2022 General Election a public question asking the legal voters of Franklin Borough whether the date of the Franklin Borough School District election shall be moved from November to April beginning 2023. (*motion needed*)
10. Resolution #2022-76 to approve extending the grace period for payment of 3rd qtr. 2022 taxes. (*motion needed*)
11. Resolution #2022-77 to approve awarding Tilcon through the Morris County Co-op Contract #6 (District #2) road resurfacing of Maple Road not to exceed \$131,500. (*motion needed*)
12. Resolution #2022-78 to approve awarding Denville Line Painting, Inc. through the Morris County Co-op contract #36, for traffic striping of Maple Road not to exceed \$2,800. (*motion needed*)
13. Adoption of Ordinance #11-2022 entitled "AN ORDINANCE OF THE BOROUGH OF FRANKLIN, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY MODIFYING CHAPTER 184 REGARDING NOISE". (*motion needed*)

Prior to final roll call Mayor Sowden will request a motion to open the meeting to the public for any comments regarding Ordinance 11-2022.

14. Adoption of Ordinance #12-2022 entitled "AN ORDINANCE OF THE BOROUGH OF FRANKLIN, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY REPLACING SECTIONS 56-1 THROUGH 56-5 REGARDING EMPLOYMENT PRACTICES". (*motion needed*)

Prior to final roll call Mayor Sowden will request a motion to open the meeting to the public for any comments regarding Ordinance 12-2022.

15. Re-introduction of Ordinance #10-2022 entitled "BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF FRANKLIN, IN THE COUNTY OF SUSSEX, STATE OF NEW JERSEY (THE "BOROUGH"); APPROPRIATING \$1,345,083 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$1,159,883 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COSTS THEREOF". (Originally adopted ordinance #10-2022 on June 28, 2022 without the supplemental debt statement filed) (*motion needed*)

Public hearing will be held on August 16, 2022.

16. Approval of DPW Salary Step Increase for Dylan Odee to grade step 2 \$19.49/hr., as per the DPW contract, effective August 1, 2022 as recommended by Brian VanDenBroek, DPW Director and the Personnel Committee. (*motion needed*)

REGULAR AGENDA – MAYOR AND COUNCIL MEETING JULY 26, 2022

17. Mayoral Appointments

Mayor Sowden will make the following appointments.

Crossing Guard Hire

Charles E. Hughes II as substitute crossing guard at the rate of \$15.02/hr. effective August 16, 2022, contingent upon successful physical and background check, as recommended by Rebecca Babcock, Crossing Guard Captain. *(motion needed to confirm)*

Recreation Committee

Sandra Westermann - Member to a 3-yr. unexpired term ending 12/31/2022. *(motion needed to confirm)*

18. Peddlers Permit Application and Appeal

Curtis Pandorf – Hot Dog Truck located at 76 Route 23, Franklin. *(motion needed)*

19. Water/Sewer Connection Applications

- a) 7 Estell Drive – Single family dwelling – 1 EDU
To approve contingent upon receipt of associated connection fees and all directives followed as per Utility Engineer, Michael Vreeland's, memo dated June 29, 2022. *(motion needed)*
- b) 151 Main Street – Multi unit dwelling – additional 6.5 EDU's
To approve contingent upon receipt of associated connection fees and all directives followed as per Utility Engineer, Michael Vreeland's, memo dated July 15, 2022. *(motion needed)*
- c) 5 Mountain Road, Hardyston – Single family dwelling – Sanitary sewer connection. To approve contingent upon all directives being followed and completed as per Borough Engineer, Denis Keenan's letter dated June 24, 2022. *(motion needed)*

J. EXECUTIVE SESSION – IF REQUESTED

Mayor Sowden will request a motion to adopt a resolution to adjourn into Executive Session to discuss certain items excluded from the public.

THE OPEN PUBLIC MEETINGS ACT ALLOWS THE MAYOR AND COUNCIL TO EXCLUDE THE PUBLIC FROM A PORTION OF A MEETING IN CERTAIN CIRCUMSTANCES,

- **Litigation Matters**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF FRANKLIN, THAT THE PUBLIC SHALL BE EXCLUDED FROM DISCUSSION OF MATTERS ALLOWED BY NEW JERSEY LAW.

THE EXECUTIVE SESSION MINUTES WILL BE PLACED ON FILE IN THE BOROUGH CLERK'S OFFICE, AND WILL BE AVAILABLE TO THE PUBLIC AS PROVIDED FOR BY NEW JERSEY LAW.

Be further advised this Resolution shall take effect immediately.

K. MISCELLANEOUS COMMENTS: Mayor Sowden will allow each member of the Governing Body to offer any miscellaneous comments which they may have at this time.

L. ADJOURNMENT: Mayor Sowden will request a motion to adjourn the meeting.

Borough of Franklin, County of Sussex

Resolution #2022-69

RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF FRANKLIN APPROVING POLICE CONTRACT WITH THE PBA LOCAL 404 2021 TO 2025

WHEREAS, the Police Officers in the Borough of Franklin are represented by the PBA Local 404;

WHEREAS, the Borough entered into a Memorandum of Understanding with the PBA on December 23, 2021;

WHEREAS, negotiations have now been completed to the Collective Bargaining Agreement between the Borough and the PBA;

WHEREAS, the Administrator recommends approving the contract;

WHEREAS, the Mayor and Council have had an opportunity to review a proposed contract for 5 years starting January 1, 2021 through December 31, 2025;

NOW THEREFORE IT BE RESOLVED by the Mayor and Council of the Borough of Franklin that the PBA Local 404 contract as presented is hereby approved and the Mayor is authorized to execute the contract on behalf of the Borough.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Franklin in the County of Sussex and State of New Jersey on this 26th day of July 2022.

Dated:

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Collective Bargaining Agreement

Between

The Borough of Franklin

&

New Jersey PBA Local 404

January 2021 – December 2025

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1 - DEFINITION	4
ARTICLE 2 - MANAGEMENT RIGHTS	5
ARTICLE 3 – EMPLOYEE RIGHTS	6
ARTICLE 4 – PBA BUSINESS	8
ARTICLE 5 - GRIEVANCE PROCEDURE.....	9
PURPOSE	9
STEPS OF THE GRIEVANCE PROCEDURE	10
ARTICLE 6 - DISCIPLINE AND DISCHARGE	12
ARTICLE 7 - BENEFITS.....	13
ARTICLE 8 - SALARIES AND WAGES	15
ARTICLE 9 - HOURS OF WORK.....	16
ARTICLE 10 - OVERTIME AND CALL-OUT	18
ARTICLE 11 - OFF DUTY EMPLOYMENT	19
ARTICLE 12 - ALLOWANCES	20
MOTOR VEHICLE REIMBURSEMENT	21
MEAL ALLOWANCE	21
EDUCATIONAL BENEFITS	21
ARTICLE 13 - COMPENSATION DAYS	22
COURT DAYS	22
PERSONAL DAYS	22
SICK DAYS.....	23
BEREAVEMENT LEAVE.....	23
VACATION DAYS.....	24
HOLIDAYS	25
PRORATION OF BENEFIT TIME	26
ARTICLE 14 - PENSIONS	26
ARTICLE 15 - DUES CLAUSE	26
ARTICLE 16 - MILITARY LEAVE.....	27
ARTICLE 17 - FMLA AND NJFLA LEAVE.....	27
ARTICLE 18 – SEPERABILITY AND SAVINGS CLAUSE	27
ARTICLE 19 - FULLY BARGAINED AGREEMENT	27

ARTICLE 20 - TERM AND RENEWAL	28
ARTICLE 21 - RECOGNITION AND SCOPE	28
SALARY GUIDE	28
PATROLMAN.....	29
SERGEANT.....	29
LIEUTENANT	29

PREAMBLE

- A. THIS AGREEMENT is entered into this day of _____, 2022 by and between the BOROUGH OF FRANKLIN, in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Employer or Borough), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 404 (hereinafter called the Association).
- B. The Employer recognizes the Association as the exclusive majority representative for all ranks below that of Captain in the Police Department of the Employer, within the meaning of the New Jersey Employer-Employee Relations Act, et seq. **N.J.S.A. 34:13A-1.1**

ARTICLE 1 – DEFINITION

- A. The term of "Police Officer", "member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular and refers throughout to the sworn, regular Police Officers employed by the Employer.
- B. The term "Employer" and/or "Borough" as used herein shall be defined as the Borough, a municipal corporation of the State of New Jersey.
- C. The term "grievance" as used herein means any dispute or controversy arising over any matter which affects the arbitrable terms, and conditions of employment of Employees, and may be raised by the Association through its Grievance Committee on behalf of an individual Employee or group of Employees, or the Employer.
- D. The term "Grievance Committee" is a group of members comprised of by the association.
- E. The term "party" as said herein means the Association or the Employer and is not intended to include an individual Employee or group of Employees.
- F. The term "minor discipline" as used herein means those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees.
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments, and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish, maintain and amend a code of Rules and Regulations of the Department and Employee Handbook for the operation of the Department, subject to the Association's right to negotiate over those that impact terms and conditions of employment
5. To determine the shifts, hours of work, and the number of employees needed at any given time, subject to the Association's right to negotiate over those determinations that impact terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the Borough of Franklin.

- C. Nothing contained herein shall be construed to deny or restrict the Borough in any of its rights, responsibilities and authority under Titles 40 and 40A of the New Jersey Statutes, or any other National, State, County or Local laws, statutes or ordinances.
- D. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such rights or powers, nor shall the failure to specifically mention a management right herein, which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be constituted as giving up such right. All management rights, which have existed in the past, are specifically incorporated herein.

ARTICLE 3 – EMPLOYEE RIGHTS

Members of the force hold a unique status as public officers in that the nature of their offices and employment involves the exercise of a portion of the police powers of the municipality. Items hereinafter outlined in Article 3 shall NOT supersede changes or alterations signed into effect by the New Jersey Attorney General.

- A. The wide-ranging powers and duties given to the Department and its members involve them in all manners and contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory officers. To ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the force is on duty.
 2. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
 4. The interrogation of the member shall only be recorded with the notice to the member.
 5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal, or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officers from informing the member of possible consequences of his/her acts.
 6. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to law.
 7. If a member, as a result of an investigation is being charged with a violation of rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or PBA representatives before any further interrogation.
- B. If a complaint is lodged against a member of the force, be it written, oral, anonymous or otherwise, said member, shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. Officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers pertaining to the case.
- C. No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying his approval.
- D. The employee shall acknowledge that he has had the opportunity to review any such material or document by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his answer shall be reviewed by the Chief of Police and attached to the file copy. If a member still objects to a document being placed in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.

- E. Although the Borough agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file that is not available for the employee's inspection and without the employee's full knowledge. The Chief of Police shall also establish a strict policy of confidentiality concerning the contents of personnel files, consistent with the Chain of Command of the Police Department, and appointing authority and the need to have access to such information.
- F. When an officer is involved in a critical incident, such as a shooting, serious motor vehicle accident or traumatizing physical altercation, said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed two business days unless the officer is physically or mentally incapacitated.
- G. Each member of the Department may review his/her personnel file twice annually in the calendar year. This twice-annual review is permissible and shall only be carried out by the Chief of Police or his designated representative.

ARTICLE 4 – PBA BUSINESS

- A. The Employer will encourage the full security of all individual rights and privileges of its Employees as citizens in the democratic society consistent with their duties and responsibilities as Employees of the Employer.
- B. The PBA State Delegate (or Alternate Delegate) shall be granted one day off with pay each month to attend the New Jersey State PBA Meetings. The Delegate or alternate delegate shall be granted time off with pay each month to attend the County PBA meetings, if the Delegate is scheduled to work during the meeting.
- C. Two (2) members authorized by the PBA shall be granted convention leave with pay to attend the NJSPBA Main and Mini conventions pursuant to 40A:14-177. In addition, up to two (2) members selected by the PBA shall be granted time off without loss of pay to attend the annual NJSPBA Collective

Bargaining Seminar. The PBA shall provide no less than thirty (30) days' advanced written notice to the Chief or his designee, requesting leave for attending members. Such requests shall not be unreasonably denied.

D. In addition, the parties agree that the PBA President and/or the State Delegate shall be given time off to handle grievances, negotiations during normal working hours. Officers will be subject to recall to duty in case of an emergency.

E. The PBA President shall be granted time off with pay, not to exceed twenty-four (24) total hours annually to attend to other PBA business. Any time off required under this Article of the Agreement shall be submitted in writing within a reasonable amount of time to the Chief of Police for approval.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. A grievance may be initiated by an individual, a group of employees, or by the Association. As the sole majority representative, the Association shall be notified of and shall have the right to be present at all stages of the grievance procedure.

PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Employees.
2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate representative of the Employer.
3. Nothing herein shall be construed as limiting the right of any Employee having a grievance to pursue his own grievance apart from the Association and its grievance committee.

4. For the purpose of this section, workdays shall be defined as Monday through Friday. Excluding holidays.

STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

1. An aggrieved Employee, or the Association on behalf of the aggrieved Employee or Employees, or the Employer, shall institute action under the provisions hereon, within thirty (30) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his Division Commander (Captain) for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.
2. The Division Commander (Captain) shall render a decision within ten (10) working days after receipt of the grievance
3. In the event the actions, orders or directives of the Division Commander (Captain) are the reason for the grievance, then the grievance shall immediately proceed to STEP TWO. The Chief of Police has the authority to determine if bypassing STEP ONE is appropriate and shall refer the grievance back to STEP ONE for action if he feels it is appropriate to do so.

STEP TWO

1. In the event a satisfactory settlement has not been reached, the Employee or the Association shall, in writing and signed, file his grievance with the Chief of Police within ten (10) working days following the determination at STEP ONE.
2. The Chief of Police shall render a written decision within ten (10) working days from the receipt of the grievance.

STEP THREE

1. In the event the grievance has not been resolved in or at STEP TWO, the Association shall, in writing and signed, file the grievance with the appropriate authority or designee within ten (10) working days following the determination at STEP TWO. This presentation shall include copies of all previous correspondence relating to the matter in the dispute. The appropriate authority or designee shall give the Association and or the Employee the opportunity to be heard. The appropriate authority or designee shall render a written decision within ten (10) working days from receipt of the grievance.

STEP FOUR

1. If the grievance has not been resolved in or at STEP THREE, the matter may be referred to arbitration as hereinafter provided.
2. If the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:
 - a. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within twenty (20) working days following the receipt of the Mayor's (or designee's) determination.
 - b. The party demanding the arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.

- c. The costs of the services of the Arbitrator shall be borne equally by the Employer and the Association; except that any late cancellation fees shall be paid fully by the cancelling party.
- d. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- e. The decision of the Arbitrator shall be final and binding upon the Employer and the Association.
- f. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement thereto.

A failure to respond at any STEP in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next Step.

Upon prior notice to the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with Employees and the Employer on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of Employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty Employees.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

- A. It is expressly understood that the Borough shall have the right to discipline and discharge an employee; however any and all discipline shall only occur for just cause.
- B. Employees covered by this Agreement shall retain all civil rights under State and Federal law. Any discipline or discharge proceedings shall be processed in accordance with law. All employees

subject to disciplinary charges seeking suspension, demotion or discharge shall have the right to counsel of their choosing, at their cost, at any hearing which may be requested. Nothing in this article shall deny any employee from utilizing the representative of their choice during any internal or potentially criminal investigation.

- C. For any disciplinary action or matter that the Association declines to pursue on the employee's behalf through this negotiated grievance and arbitration process, the employee may choose to pursue the matter through all steps of this process including arbitration, on his or her own and at his or her own expense.
- D. An employee who is suspended, demoted, or discharged shall have the right to appeal the discipline imposed in accordance with the procedure outlined below, which shall be the officer's sole avenue of appeal:
 - a. Arbitration shall be the exclusive remedy for disciplinary suspensions without pay for five (5) days or less. When a permanent officer is suspended without pay for five (5) days or less, the officer may bypass the grievance procedure of Article 4 and the officer, or the Association on his or her behalf, may file for grievance arbitration with PERC in accordance with Article 4.
 - b. A permanent officer who has been disciplined through a suspension of six (6) days or more, a demotion, or discharge may appeal the discipline to the Superior Court of New Jersey for review in accordance with N.J.S.A. 40A:14-150, provided, however, that an officer who is discharged may elect to file for arbitration in accordance with N.J.S.A. 40A:14-200, et seq.

ARTICLE 7 - BENEFITS

- A. The Borough shall provide hospitalization, major medical and prescription drug health insurance to the employees with the same plan(s) in effect at the time of the execution of this contract provided that if the plans or carriers change, the Borough cannot substantially change the existing benefits or coverages received by the Employees. The PBA agrees to negotiate in good faith in the event that the Borough

seeks to review and competitively compare available health insurance plans. All employees shall contribute to their health insurance provided this language is in accordance with the rates established by the tables in P.L. 2011, Ch. 78.

- B. A dental plan shall be provided to the Employees. This dental plan shall provide coverage under Horizon Blue Cross/Blue Shield of New Jersey in the Horizon Dental Option Plan (100/80/50), with exception to major care, in which the Borough agrees to pay an additional ten percent (10%) to the Employee upon proof of service. The Borough agrees to maintain this or an equivalent level of coverage under an alternate plan, should the Borough find it necessary to change insurance carriers. The Borough shall have the right to modify the source of dental insurance coverage, so long as the level of coverage is equal to or better than the dental plan specified in the preceding sentence.
- C. The existing life insurance benefits shall be continued and reviewed by the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.
- D. The Borough shall provide temporary disability insurance for the benefit of the employee, which may be provided through the New Jersey Division of Temporary Disability Insurance, providing the equivalent of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the weekly earnings of the employee for a twenty-six (26) week maximum period. The Borough shall not be responsible for payment of any differential between full salary and the temporary disability benefits paid pursuant to this paragraph. The provisions of this paragraph are not applicable to disability arising from line of duty injuries or other workers' compensation injuries. The Borough shall provide temporary disability insurance for the benefit of the Employees under the present plan providing the equivalent to sixty-six and two thirds ($66\frac{2}{3}\%$) percent of the weekly earnings of each Employee for a six (6) month maximum period.
- E. The Borough shall provide a reimbursement for eyeglasses/contact lenses of up to Two Hundred Dollars (\$200.00) per year to be used either by the Employee or a member of the Employee's family upon submission of receipt verifying purchase. This benefit can only be used once per year for one person (Employee or one member of the family). It cannot be "split" and for a maximum of \$200.00.
- F. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims arising out of, and/or within the scope of his/her employment.

- G. Police officers will be provided with a defense consistent with N.J.S.A. 40A:14-155. The Borough will pay any civil judgment against the police officer for compensatory damages only so long as the acts committed by the police officer upon which the action is based were within the scope of his/her employment and there is no judicial or administrative finding that the officer's actions constitute actual fraud, malice, willful misconduct, or an intentional wrong.
- H. Any item that is just, stolen, or broken, while the Employee is on duty, will be replaced at the expense of the Borough after first being submitted to the Borough's insurance company for any possible claim/payment.

ARTICLE 8 - SALARIES AND WAGES

- A. Salary Increases across the board with step movement as follows:
- Effective 1/1/2021 – 2.0%
 - Effective 1/1/2022 – 2.25%
 - Effective 1/1/2023 – 2.25%
 - Effective 1/1/2024 – 2.25%
 - Effective 1/1/2025 – 2.25%
- B. Step increases on the salary guide (Schedule A) are to be given on the anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of Police. An Employee denied a Step increase shall have the right to file a grievance under Article 5.
- C. All new Employees, other than Recruits, shall not receive any step increases during the first year of employment with the Borough. On the first-year anniversary of the new Employee's employment, the new Employee shall be placed on the appropriate level of the next step. The appropriate level shall be determined by the date of that anniversary and its corresponding level under that step. All step increases will be from the Employee's anniversary date of hire and/or one year from their date of promotion. In the event an Employee would suffer a reduction in salary as a result of moving up one guide step in any year,

the employee will be placed on the next appropriate step which would result in a salary increase for the employee.

- D. Any new Employee who is hired prior to graduation from Police Academy shall be hired as a "Recruit." The new Employee shall remain a Recruit until graduation from the Academy and shall receive an annual salary of \$30,000. Upon his/her graduation from the Police Academy, the Recruit shall be placed on Step 1 of the Patrolmen's Salary Guide.
- E. The employee assigned as a Detective shall receive an annual stipend equivalent to five percent (5%) of his/her base salary. This annual stipend shall be limited to three percent (3%) in the event the Employee assigned as a Detective holds the rank of Sergeant or higher. This stipend is intended to fully compensate the Detective for on-call status, areas of expertise requiring notification and/or clarification, correspondence with mutual aid agencies, and all other forms of electronic or verbal communication during non-working hours.
- F. The Employee(s) that serves as a full time assigned Detective shall not be entitled to overtime pay except where the assigned detail is not related to his/her detective duties, such as providing shift coverage or working road jobs, in which case any overtime incurred on such assigned detail shall be paid at the rate of time and one-half (1½).
- G. In the event an Employee is promoted to the rank of Sergeant or Lieutenant, his/her salary will be set at step one on the applicable Superior Officer salary guide for that year; provided, however, that if the new base step one salary is less than the Employee's total base salary at the time of promotion, the Employee will be moved to the next appropriate guide step which will result in a salary increase.

ARTICLE 9 - HOURS OF WORK

- 1. The Chief of Police or his designee shall have the discretion to assign or reassign department personnel to the below tour assignments:
 - a. 8-hour tour (Administration 1)
 - b. 10-hour tour (Administration 2)

c. 12-hour tour (Patrol Division)

- B. Officers working eight-hour shifts -- For officers working eight-hour shifts, any hours worked in excess of (40) forty hours in any work week, shall be compensated at a rate of one and one-half times the employee's regular rate of pay or at a rate of one and a half times the hours worked in compensatory time, provided that said overtime work is authorized by the chief.
- C. Officers Working Ten Hour Shifts - For officers working ten-hour shifts, any hours worked in excess of (40) forty hours in any work week, shall be compensated at a rate of one and one-half times the employee's regular rate of pay or at a rate of one and a half times the hours worked in compensatory time, provided that said overtime work is authorized by the chief.
- D. The 12-hour work schedule shall consist of 4 Patrol Division Squads. The shifts shall be: Shift 1-0600 hours to 1800 hours and Shift 2 - 1800 hours to 0600 hours. The sequence of days on and days off shall be: 2 consecutive days on -duty followed by 2 consecutive days off-duty followed by 3 consecutive days on-duty followed by 2 consecutive days off-duty followed by 2 consecutive days on - duty followed by 3 consecutive days off-duty. The 3 on 3 off sequence shall fall on Friday, Saturday, and Sunday. Squads will rotate shifts on a 28-day cycle.
- E. Effective January 1, 2021 and each January 1st thereafter, each officer on the Pitman schedule shall receive 104 hours of "Kelly" time hereafter referred to as "pitman" time that must be used by the end of the year assigned. If an officer does not elect to use his Pitman time by November 1 of the year assigned, the Department may compel him to use it between November 1 of the current year and February 28 of the succeeding year. If an officer does not use Pitman time by February 28 of the succeeding year, all remaining pitman time from the preceding year will be forfeited. The current years' "Pitman" time shall be prorated by 1/12th in the year that an employee separates employment. The use of Pitman" time shall not create overtime.
- F. No change of shifts or transfer of an Officer between shifts shall occur without ten (10) days' notice, except in cases of *emergencies* such as but not limited to protracted illness or injury, as determined by the Police Chief.

- G. For the purpose of this Agreement, all holidays will be from 6:00 a.m. of the actual holiday until 6:00 a.m. of the day after the holiday.

ARTICLE 10 - OVERTIME AND CALL-OUT

- A. Overtime is to be paid to any Employee who works other than and beyond his/her regularly scheduled workday. Overtime shall be compensated at a rate of time and one-half (1-1/2). Time and one-half (1-1/2) pay shall be granted at a rate of one hour if an Employee works at least one-quarter of any hour.
- B. Detectives shall be compensated through compensatory time at a rate of 1-1/2 hours per 1 hour. Compensatory time shall be granted at a rate of one hour (1-1/2 hours compensatory time) if an employee works at least one quarter of any hour.
- C. Overtime opportunities will be distributed as equally as possible among employees of the same rank. Where no member of the same rank is available or willing to work the overtime assignment, the Chief of Police may, in his or her sole discretion, order a member of the same rank to work the overtime or assign the overtime to a member of a different rank.
- D. Employees covered by the terms of this Agreement shall be utilized initially in the event that overtime service is required in order to cover a regularly scheduled shift. Employees covered by the terms of this Agreement shall be utilized initially before the utilization of a Special Police Officer is given consideration. Special Police Officers may be employed for Municipal Court security.
- E. The Borough agrees to pay a minimum of four (4) hours for unscheduled call-out time when an off-duty Employee is called out for the purpose of general police duty and shall compensate the Employee at a rate of time and one-half (1-1/2) for this call-out.
- F. When an Employee who is scheduled for a specific tour of duty is called in prior to their tour of duty, the Employee shall be compensated at the rate of time and one-half (1-1/2) for the actual hours worked

providing said hours are contiguous of the scheduled tour of duty. Call- out as specified in Paragraph D does not apply.

G. An Employee may, at the end of overtime worked, elect to be compensated as paid overtime (time and one-half rate) or in compensatory time (time and one-half rate) when the Employee elects to take compensatory time off (CTO) then said CTO would accumulate in a CTO time bank for future use. Future use of CTO would be at the Employee's sole discretion subject to prior departmental approval. At no time shall the CTO Bank contain more than two hundred forty (240) hours. The Association shall be allowed to review the CTO Bank to ensure that no more than 240 hours have accrued. All earned and unused compensatory time may be carried over for use within the first six months of the next calendar year ("carry-over year"), up to a maximum of 240 hours. All carry-over year compensatory time must be used by June 30, or it shall be paid out at the applicable hourly rate as of June 30 payout. The use of Compensatory time shall not create overtime.

H. Any cash payment for overtime shall be paid in either the payroll for the pay period in which it was earned or the next pay period.

ARTICLE 11 - OFF DUTY EMPLOYMENT

A. The rate of pay for contracted Police services shall be: Churches and Schools in the Borough, Borough funded events, and Borough association events such as; road work, the Franklin Carnival, Franklin Day: \$60 per hour (4-hour min.). In addition, the Association and the Borough can agree to apply the \$60.00 per hour rate (with the 4-hour minimum) to any not-for profit organization whose primary purpose is to provide benefit and/or service to Borough and its residents and community. The decision to do so shall be in the sole discretion of the Borough and the Association.

B. All other outside contracted services / Extra Duty assignments such as JCP&L, PSE&G, Verizon, Comcast, Skoda, etc., shall be compensated at a rate of \$85.00 per hour (4 hour minimum).

C. The Borough Employees acknowledge off-duty Employment is voluntary, so long as the off-duty vendor is an entity other than the Borough, and where no employee is willing or available to work the off-duty

employment, the assignment will be filled by an officer or officers of adjacent agencies at the agreed upon rate of their respective municipalities for such assignments.

- D. All State or NHTSA grant funded traffic details and roadway safety enhancement details such as “Click it or Ticket” and DUI enforcement campaigns, etc., shall be compensated at the rate set in accordance with the grant agreement entered into by the Borough when application for these grant funded campaigns are made.
- E. An administrative fee will be set by the Borough, at its sole discretion, through an amendment of its ordinance, to defray such costs as worker's compensation, liability insurance, payroll processing costs and payroll taxes. The Borough will also determine the costs to be charged for the use of its police vehicle.
- F. Officers performing off-duty employment will be considered doing employment for the Borough, shall be under the control of the Borough and its police department doing such work, and shall be subject to all departmental rules, regulations and policies during such off-duty employment.

ARTICLE 12 - ALLOWANCES

- A. Each Employee shall receive an equipment/clothing allowance of;
 - 1. A total of Thirteen Hundred and Fifty Dollars (\$1,350) detailed as:
 - i. \$850.00 for purchase of equipment/clothing per year
 - ii. \$500.00 for maintenance per year.
- B. The Borough agrees to-purchase up to three (3) bullet proof vests per year, to be distributed and used by the Employees, for each year of this contract.
- C. The Borough agrees to provide two hundred fifty (250) rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each Employee covered by this Agreement. The officer can elect to choose ammunition type so long as the ammunition is utilized and approved by the department for duty purposes.

MOTOR VEHICLE REIMBURSEMENT

- A. Any Employee using his/her own vehicle on official business (with approval of the Chief of Police or his/her designee) shall be compensated at the rate allowed by the I.R.S.
- B. Employees shall be compensated for travel expenses incurred while attending Police-related School.
- C. When an Employee's vehicle is used for official business, a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the Employee at the Borough's request.

MEAL ALLOWANCE

- A. Employees shall be compensated Twelve Dollar (\$12.00) daily as meal allowance when assigned to attend a police-related school outside the Borough. Meal reimbursements shall not be provided under any other circumstances except while attending a full day at court out of the Borough as per Article 13, Sec. C.

EDUCATIONAL BENEFITS

- A. Any Employee actively attending and pursuing a fully accredited college program incidental to his/her employment shall receive up to six hundred dollars (\$600) per year to be utilized for books and/or tuition, providing a final grade of "C" or better is attained.
- B. Ten dollars (\$10) will be added to the Employee's base pay for each college credit the Employee has earned, starting with the sixty-first (61st) credit (e.g., a \$10 per year benefit for 61 credits), with a maximum benefit of One Thousand Dollars (\$1,000) per Employee per year.

C. College reimbursement covered under this Paragraph A. shall be approved by the Chief of Police prior to reimbursement.

D. Employees hired on or after 1/1/18 will no longer be eligible for the educational benefits of this Article.

ARTICLE 13 - COMPENSATION DAYS

COURT DAYS

A. Employees shall receive eight (8) days (96 hours) off per year to compensate for appearances in State Superior Court, Federal Court and Municipal Court.

B. Compensation shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (Court day).

2. Compensation days may be taken by the Employee the day immediately before or the day immediately following a holiday or vacation leave.

C. When an Employee must spend a full day (more than 6 hours) in Court out of the Borough, said Employee will be compensated for a Twelve Dollar (\$12.00) meal allowance.

PERSONAL DAYS

A. Each Employee shall receive three (3) personal days (36 hours) per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (personal day) except in the case of emergency, in which event the notice requirement shall be waived.
2. Compensation days may be taken by the Employee the days immediately before or the days immediately following a holiday or vacation leave.
3. The annual allotment of Personal Days shall accrue and be available for use commencing on January 1 of each year. Unused Personal Days shall be lost and shall not carry over from year to year. New Employees will be awarded a **pro-rated** number of Personal Days based upon that portion of the calendar year they will be employed by the Borough.

SICK DAYS

- A. Each Employee shall be granted eleven (11) days sick leave per year (132 hours), with a limited right of accumulations of one hundred and seventy-five (175) days. The annual allotment of Sick Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Sick Days based upon that portion of the calendar year they will be employed by the Borough.
- B. Upon retirement from PFRS, including disability retirement, the Employee shall be compensated for unused sick days by calculating the number of days at the current rate of pay. Sick time payout compensation shall not exceed \$15,000.00. If New Jersey Law is changed to mandate a lower payout even, where there is an existing contract, the lower payout set by New Jersey Law shall control.
- C. Employees will be granted a total at five (5) "family illness days" which can be used for the care of family members. Any absences over three (3) consecutive days will require medical documentation.

BEREAVEMENT LEAVE

- A. In case of death of the employee's spouse or child, the employee shall be granted four (4) days off without loss of pay. In case of death in the immediate family, an employee shall be granted leave without loss of

pay from the day of death up to and including the day after the funeral, not to exceed four (4) days. Immediate family shall be defined as employee's mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative living in the Employee's household.

B. In case of death of the employee's aunt, uncle, niece, or nephew, the employee will be granted one (1) day off without loss of pay.

C. Reasonable verification of the event necessitating the bereavement leave may be required by the Borough.

VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

YEARS OF SERVICE

0 year to 5 years
Start of 6th year to 15 years
Start of 16th year to 20 years
Start of 21st year and over

VACATION TO BE RECEIVED

10 Days (120 Hours)
15 Days (180 Hours)
20 Days (240 Hours)
25 Days (300 Hours)

[Hire date prior to June 30th shall receive full annual credit. After July 1st annual credit shall be on pro-rated basis.]

B. Written request for leave shall be made by the Employee to the Chief of Police or his/her designee at least five (5) days prior to the requested leave time and approval or disapproval, in writing, and shall be returned from the Chief of Police or his/her designee within five (5) days of the Employee's request.

C. Two (2) or more Employees may have simultaneous vacations if said are not on the same duty shift as scheduled.

D. If an official holiday occurs during an Employee's authorized vacation, the Employee shall be entitled to an additional Vacation Day in lieu of the said holiday,

E. Any Employee covered herein may accumulate up to five (5) vacation days, which must be utilized in the next succeeding calendar year.

F. The annual allotment of Vacation Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Vacation Days based upon that portion of the calendar year they will be employed by the Borough following graduation from the Police Academy.

HOLIDAYS

A. Employees shall be granted fourteen (14) holidays per year (168 hours). The following list shall constitute the recognized holidays of the Borough of Franklin for Employees covered by this Agreement:

- | | |
|-----------------------|-----------------------------------|
| 1. New Year's Day | 8. Thanksgiving Friday |
| 2. Lincoln's Birthday | 9. Christmas Day |
| 3. Good Friday | 10. Martin Luther King's Birthday |
| 4. Memorial Day | 11. Washington's Birthday |
| 5. Labor Day | 12. Easter Sunday |
| 6. Veterans Day | 13. July 4 th |
| 7. Thanksgiving Day | 14. Columbus Day |

B. Holidays shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his/her designee at least three days (3) prior to the leave.
2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

C. Officers who work one of the aforementioned holidays may either: 1. Elect pay at time and one-half for all hours worked on a holiday; 2. Work the holiday for straight time pay and take another day off as the holiday; or 3. Take the holiday off with pay.

- D. In the event an Employee is scheduled to work on a holiday and is re-scheduled to work another shift, all hours worked on the re-scheduled shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.
- E. In the event a Detective is assigned to work one of the holidays listed in this agreement (in the capacity of Detective and not as Patrolman), the Detective shall be compensated at the rate of time and one-half for hours worked or be given compensatory time at such rate.
- F. Time and one-half (1-1/2) pay shall be granted at the rate of one hour if an Employee works one quarter of said hour.

PRORATION OF BENEFIT TIME

- A. The annual allotment of any benefit time referenced in this Article shall be prorated for the purpose of determining compensation at the time of separation from employment.

ARTICLE 14 - PENSIONS

- A. The Borough's existing participation in the New Jersey Police and Fire Retirement System shall remain in effect.

ARTICLE 15 - DUES CLAUSE

- A. The Borough will deduct annual PBA dues in equal amounts over twenty-four (24) pay periods each year (two per month).
- B. The employer shall not be responsible for deducting dues for any other association other than the majority representative.

- C. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and date of employment for all such employees.

ARTICLE 16 - MILITARY LEAVE

Military leave shall be granted in accordance with law.

ARTICLE 17 - FMLA AND NJFLA LEAVE

Leave under the FMLA or NJLFA shall be granted consistent with Borough policy.

ARTICLE 18 – SEPERABILITY AND SAVINGS CLAUSE

If any of the provisions of this AGREEMENT shall be determined by a Court of proper jurisdiction to be invalid, such determinations shall not impair the validity or enforceability of the remaining provisions of this AGREEMENT.

ARTICLE 19 - FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as required by the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974). This Agreement shall not

be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and remains in full effect until such time as a new AGREEMENT is executed.

ARTICLE 20 - TERM AND RENEWAL

This Agreement shall have a term from January 1, 2021 until 11:59 PM December 31, 2025. In the event that the Borough and the Association have not agreed upon by January 1, 2026 to terms and conditions of employment for police officers covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect until a new Agreement is ratified by both parties. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission (PERC).

ARTICLE 21 - RECOGNITION AND SCOPE

The Borough hereby recognizes the PBA Local 404, as the sole and exclusive negotiating representative for all Patrolmen, Sergeants, and Lieutenants in the Franklin Borough Police Department, pursuant to the New Jersey Employer Employee Relations Act and the authority of the Public Employment Relations Commission for the State of New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions for the members of the bargaining unit recognized hereunder.

FOR PBA LOCAL 404

FOR THE BOROUGH OF FRANKLIN

SALARY GUIDE

PATROLMAN

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Patrolman 1	0	1	44,716	45,722	46,751	47,803	48,878
Patrolman 2	12	2	49,943	51,067	52,216	53,391	54,592
Patrolman 3	24	3	55,171	56,412	57,681	58,979	60,306
Patrolman 4	36	4	60,398	61,757	63,147	64,568	66,020
Patrolman 5	48	5	65,626	67,102	68,612	70,156	71,734
Patrolman 6	60	6	70,853	72,447	74,078	75,744	77,449
Patrolman 7	72	7	76,081	77,793	79,543	81,333	83,163
Patrolman 8	84	8	81,308	83,138	85,008	86,921	88,877
Patrolman 9	96	9	86,536	88,483	90,474	92,509	94,591
Patrolman 10	108	10	91,763	93,828	95,939	98,098	100,305
Patrolman 11	120	11	102,881	105,196	107,563	109,983	112,458

SERGEANT

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Sergeant 1	0	1	106,300	108,692	111,138	113,638	116,195
Sergeant 2	12	2	109,681	112,148	114,672	117,252	119,890
Sergeant 3	24	3	113,146	115,691	118,294	120,956	123,677

LIEUTENANT

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Lieutenant 1	0	1	118,788	121,461	124,194	126,988	129,845
Lieutenant 2	12	2	123,814	126,600	129,448	132,361	135,339
Lieutenant 3	24	3	128,838	131,737	134,701	137,732	140,831

Borough of Franklin, County of Sussex

Resolution #2022-70

RESOLUTION ESTABLISHING SALARIES FOR CERTAIN EMPLOYEES OF FRANKLIN BOROUGH FOR THE YEAR 2022

WHEREAS, the Borough of Franklin Council adopted Resolution 2022-64 on June 28, 2022; and

WHEREAS, Resolution 2022-64 approved 2022 salary increases for certain employees; and

WHEREAS, there was a clerical error that caused certain employees to be included in Resolution 2022-64; and

WHEREAS, this resolution completely replaces and supersedes Resolution 2022-64 in its entirety; and

WHEREAS, Franklin Borough is a municipal employer with full time staff; and

WHEREAS, the salary ranges for Franklin Borough employees have been established by Ordinance 07-2022 adopted on May 24, 2022; and

WHEREAS, the funding necessary to pay the salaries as established by ordinance has been appropriated in the 2022 Municipal Budget adopted on May 24, 2022; and

WHEREAS, the Personnel Committee has reviewed the salaries for certain employees and unanimously recommends the following salaries; and

BE IT RESOLVED by the Governing Body of the Borough of Franklin, that the following named persons be paid the salaries and/or hourly rates indicated:

BE IT FURTHER RESOLVED these rates shall be retroactive to January 1, 2022:

Name	Position	2022 Rate
Darlene J. Tremont	Municipal Clerk	\$86,239.72
Darlene J. Tremont	Registrar	\$ 2,197.46
Colleen Little	Deputy Clerk	\$49,791.94
Colleen Little	Deputy Registrar	\$ 1,623.65
Andrew Bernath	Administrator/CFO/QPA	\$120,000.00
Scott Holzhauer	Tax Assessor	\$43,021.40
Susan Brush-Babcock	Recreation/ Court Clerk	\$27,846.00
Wendy Burdge	Administrative Assistant	\$47,550.69
Diana Falica	Sewer Collector/ Tax Clerk	\$40,800.00

Borough of Franklin, County of Sussex
Resolution #2022-70

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ, I, Andrew K. Bernath, Chief Financial Officer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that there are adequate funds available.

Andrew K. Bernath, CFO/QPA

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin, County of Sussex, State of New Jersey at a regular meeting of said Governing Body held on July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-71

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk of the Borough of Franklin pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations, and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and Council of the Borough of Franklin, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I, Darlene J. Tremont, hereby certify that this is a true copy of the resolution passed at a meeting of the Borough of Franklin Governing Body held on July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF SUSSEX

We, members of the governing body of the Borough of Franklin, in the County of Sussex, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Franklin Borough Council of the Borough of Franklin in the County of Sussex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2021;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
John M. Sowden IV, Mayor	Concetto Formica, Councilman
(L.S.)	(L.S.)
Rachel Heath, Councilwoman	Joe Limon, Councilman
(L.S.)	(L.S.)
John Postas, Councilman	Stephen Skellenger, Councilman
(L.S.)	(L.S.)
Gilbert Snyder, Councilman	
(L.S.)	(L.S.)

Sworn to and subscribed before me this
26th day of July, 2022
Notary Public of New Jersey

Darlene J. Tremont, Municipal Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Borough of Franklin, County of Sussex

Resolution #2022-72

WHEREAS, a Corrective Action Plan for the Audit Report Year of 2021 has been prepared and filed by Chief Financial Officer, Andrew K. Bernath; and

WHEREAS, said Plan has been reviewed by the Mayor and Council of the Borough of Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Franklin that the Corrective Action Plan for the Audit Report Year of 2021 is accepted and approved for filing in the Borough Clerk's Office.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin at a regular meeting held on July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Attachment to Resolution 2022-72

BOROUGH OF FRANKLIN COUNTY OF SUSSEX CORRECTIVE ACTION PLAN 2021 AUDIT REPORT

As required by Local Finance Notice #92-15

Finding #1 Finance

1. Description: That adequate segregation of duties within the Tax Collector and Water/Sewer Utility Collector Departments be maintained.
2. Analysis: Due to the limited number of employees within the Tax Collection and Water/Sewer Utility Collection departments there is not always a segregation of duties
3. Corrective Action: The Borough will consider strengthening internal control within reason of the costs, benefits derived, and budget constraints.
4. Implementation Date: July 12, 2022

Finding # 2 Finance

1. Description: Maintain accurate analysis of balance for the payroll account
2. Analysis: The payroll account held a balance of unidentified funds from previous years.
3. Corrective Action: The Borough has awarded a contract to a new payroll provider that provides accurate reports of the payroll account.
4. Implementation Date: Awarded 6/28/22, Implementation Date 10/1/2022

Finding # 3 Finance

1. Description: The Zoning Office to maintain a cashbook
2. Analysis: The zoning office cashbook needs to be maintained on a more detailed basis
3. Corrective Action: The zoning office has been instructed to maintain a cash ledger in excel.
4. Implementation Date: 7/14/2021

Finding # 4 Finance

1. Description: Reconciling items are properly supported and the general ledger is supported by the receipts ledger.
2. Analysis: There were unreconciled items on the bank reconciliations in 2021. Due to the resignation of the previous CFO reconciliations were not being done in a timely manner.
3. Corrective Action: Bank reconciliations are done monthly.
4. Implementation Date: 01/01/2022

Finding # 5 Finance

1. Description: A Dedication by Rider is obtained for the Open Space Trust Fund.
2. Analysis: The Open Space Trust Fund had funds deposited into it but the fund was never approved by council resolution or the DLGS.
3. Corrective Action: A resolution to establish the Open Space Trust Fund has been sent to the Borough Clerk to be included on the agenda of the July 26,2022 council meeting, Once approved by council it will be sent to DLGS for final approval.
4. Implementation Date: 07/26/2022

Finding # 6 Finance

1. Description: Maintain records of all fixed assets disposed of and they be removed from the Fixed Assets accounting system.
2. Analysis: An update of the fixed assets accounting system was not done in 2021. Due to the resignation of the previous CFO the fixed asset inventory was not scheduled in 2021
3. Corrective Action: The fixed asset inventory has been scheduled for 10/19/2022
4. Implementation Date: 10/19/2022

NOT YET APPROVED BY COUNCIL

Borough of Franklin, County of Sussex

Resolution #2022-73

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR OPEN SPACE PURPOSES

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a county or municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A.40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or moneys by dedication by rider; and

NOW, THEREFORE, BE IT RESOLVED by the Borough of Franklin, County of Sussex,
New Jersey as follows:

1. The Borough Council does hereby request permission of the Director or the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A.40A:40:12-15.2, for the exclusive purpose of depositing and expending funds to operate a Municipal Open Space Trust.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin, County of Sussex, State of New Jersey at a regular meeting held on July 26, 2022

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-74

RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF FRANKLIN AMENDING RESOLUTION 2022-68 WITHDRAWING THE APPROVAL FOR THE RENEWAL OF LIQUOR LICENSE 1906-33-004-007

WHEREAS, the Borough of Franklin Council adopted Resolution 2022-68 on June 28, 2022;

WHEREAS, Resolution 2022-68 approved the renewal of a number of liquor licenses for the 2022-23 licensing year;

WHEREAS, Resolution 2022-68 approved Plenary Retail Consumption License No. 1906-33-004-007, Coyote Cocina Mexicana LLC, for renewal;

WHEREAS, Liquor License 1906-33-004-007, Coyote Cocina Mexicana LLC, was not eligible for renewal because it needed a special ruling from the New Jersey Department of Alcohol and Beverage Control;

WHEREAS, the referenced renewal was recommended in error;

WHEREAS, the Borough Council now adopts this Resolution to correct the error;

NOW THEREFORE IT BE RESOLVED as follows:

1. Resolution 2022-68 is hereby amended to remove the approval for the renewal of Plenary Retail Consumption Liquor License No. 1906-33-004-007, Coyote Cocina Mexicana LLC; and
2. The Plenary Retail Consumption Liquor License No. 1906-33-004-007 Coyote Cocina Mexicana, LLC is not approved for renewal for the 2022-23 licensing year and the owner and applicant is directed to comply with the requirements of the New Jersey Alcohol and Beverage Control Commission in the event that they want to seek renewal; and
3. A copy of this amending Resolution shall be served on the license holder.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin, County of Sussex, State of New Jersey at a meeting of said Governing Body held on July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-75

RESOLUTION OF THE BOROUGH OF FRANKLIN, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY, REQUESTING THE SUSSEX COUNTY CLERK TO PRINT UPON THE OFFICIAL BALLOT OF THE NOVEMBER 8, 2022 GENERAL ELECTION A PUBLIC QUESTION ASKING THE LEGAL VOTERS OF FRANKLIN BOROUGH WHETHER THE DATE OF THE FRANKLIN BOROUGH SCHOOL DISTRICT ELECTION SHALL BE MOVED FROM NOVEMBER TO APRIL BEGINNING 2023

WHEREAS, in 2012, the date of annual school elections for the Franklin Borough School District (“School District”) was changed from April to November; and

WHEREAS, more than four such annual school elections have been conducted since the election date was changed to November; and

WHEREAS, having school elections in November exempts the School District’s budget from voter approval even though a significant portion of the Borough’s property tax levy, for which the Borough and its taxpayers are responsible, is used to fund the School District’s budget; and

WHEREAS, N.J.S.A. 19:60-1.1 (b)(1) expressly authorizes the Governing Body to move the date of the annual school election to the third Tuesday in April upon the adoption of a resolution at a public meeting, provided adequate notice thereof is given to affected board(s) of education; and

WHEREAS, prior to considering taking any such action, the Mayor and Council wish to make the public aware of the significance of school board election dates, and to ascertain the sentiment of legal voters regarding their interest in voting on the largest expenditure of their property tax bill; and

WHEREAS, N.J.S.A. 19:37-1 permits the governing body of any municipality to conduct a non-binding referendum at a general election to ascertain the sentiment of the legal voters of the municipality regarding any question or policy pertaining to the government or internal affairs thereof; and

WHEREAS, pursuant to, and in accordance with N.J.S.A. 19:37-5, the Mayor and Council of the Borough of Franklin hereby declare their desire to submit to the Sussex County Clerk a formal request, in the form of this resolution, to print upon the official ballot of the November 8, 2022 general election a public question asking the legal voters of Franklin Borough whether the date of the Franklin Borough School District election shall be moved from November to the third Tuesday in April beginning 2023.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Franklin, County of Sussex, and State of New Jersey, as follows:

1. The Governing Body formally requests the Sussex County Clerk to print upon the official ballot of the November 8, 2022 general election the following public question:

Shall the date of the Franklin Borough School District election be moved from November to the third Tuesday in April beginning 2023?

2. The Mayor and Council of the Borough of Franklin hereby approve the following interpretive statement to accompany the aforesaid public question:

Interpretive Statement

In 2012, the date of annual school elections for the Franklin Borough School District ("School District") was changed from April to November. New Jersey Law permits the date of annual school elections to be changed back to the third Tuesday of April. Changing the school election date to April will allow legal voters to vote on the School District's budget whether or not it exceeds the property tax levy cap set forth by law.

3. Pursuant to N.J.S.A. 19:37-1, the public question shall be filed with the Sussex County Clerk not later than 81 days prior to the November 8, 2022 general election.

4. Pursuant to N.J.S.A. 19:37-2, a certified copy of this resolution shall be delivered to the Sussex County Clerk not less than 65 days prior to the November 8, 2022 general election.

5. Copies of this Resolution shall also be transmitted to the Sussex County Board of Elections, Secretary of the Board of Education of the Borough of Franklin, Franklin Borough School District, New Jersey Department of State Division of Elections, Executive County Superintendent of Schools, and the State Department of Community Affairs, Division of Local Government Services.

CERTIFICATION

I, Darlene J. Tremont, Borough Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin, County of Sussex, State of New Jersey at a meeting of said Governing Body held on July 26, 2022.

Darlene J. Tremont, Borough Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-76

RESOLUTION EXTENDING GRACE PERIOD FOR PAYMENT OF 3RD QTR 2022 TAXES

WHEREAS, N.J.S.A. 54:4-64 provides that third quarter tax bills were to be mailed at least 47 days prior to the due date of August 1, 2022; and

WHEREAS, because of delays outside of the Borough's control, the bills could not be mailed prior to this deadline; and

WHEREAS, N.J.S.A. 54:4-66.3d provides that when third quarter tax bills cannot be mailed by June 14, taxes shall not be subject to interest until at least 25 days after the tax bills are mailed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Franklin that the grace period for payment of 3rd Qtr 2022 taxes be extended to August 16, 2022. Any payments not made within this time shall be charged interest from the State set due date of August 1, 2022.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk, hereby certify the foregoing to be a true and correct copy of a Resolution duly adopted by the Mayor and Council of the Borough of Franklin in a meeting held in the Franklin Municipal Building at 46 Main Street at 7:00 PM on the date of July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-77

RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF FRANKLIN AWARDING TILCON THROUGH THE MORRIS COUNTY CO-OP CONTRACT# 6 (District #2) - ROAD RESURFACING OF MAPLE ROAD NOT TO EXCEED \$131,500.

WHEREAS funds are available to resurface Maple Road; and

WHEREAS, to accomplish the resurfacing, the Borough of Franklin will utilize Morris County Cooperative Bid Contract #6, (District #2) which exceeds the prevailing bid threshold:

VENDOR: Tilcon, 9 Entin Road, Parsippany, NJ 07054

COST: Not to Exceed \$131,500

WHEREAS, the Chief Financial Officer has certified as to the availability of funds pursuant to N.J.A.C. 5:30-5.4, said funds to be encumbered from accounts 04-215-55-992-001 and 04-215-55-992-002.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Franklin, County of Sussex, State of New Jersey authorizes the Mayor and the Borough Clerk to enter into a contract with Tilcon of Parsippany, New Jersey, not to exceed \$131,500 for road resurfacing of Maple Road.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin County of Sussex, State of New Jersey at a regular meeting of said Governing Body held at 7:00 PM on July 26, 2022.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

Borough of Franklin, County of Sussex

Resolution #2022-78

RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF FRANKLIN AWARDED DENVILLE LINE PAINTING, INC. THROUGH THE MORRIS COUNTY CO-OP CONTRACT# 36, FOR TRAFFIC STRIPING OF MAPLE ROAD

WHEREAS funds are available to resurface Maple Road; and

WHEREAS, the estimated cost of the road resurfacing exceeds the prevailing bid threshold; therefore, the Borough of Franklin desires to award a contract through the Morris County Cooperative Bid Contract #36, to Denville Line Painting, Inc. for traffic striping for an amount not to exceed \$2,800.00;

WHEREAS, the Chief Financial Officer has certified as to the availability of funds pursuant to N.J.A.C. 5:30-5.4, said funds to be encumbered from accounts 04-215-55-992-001 and 04-215-55-992-002.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Franklin, County of Sussex and State of New Jersey that a contract be awarded to Denville Line Painting, Inc. for traffic striping in an amount not to exceed \$2800.00 and same is hereby ratified and approved.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin at a regular meeting held on July 26, 2022, at 7:00 PM.

Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA				
RACHEL HEATH				
JOSEPH LIMON				
JOHN POSTAS				
STEPHEN SKELLENGER				
GILBERT SNYDER				
MAYOR SOWDEN (Tie Only)				

BOROUGH OF FRANKLIN

ORDINANCE No. 11-2022

AN ORDINANCE OF THE BOROUGH OF FRANKLIN, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY MODIFYING CHAPTER 184 REGARDING NOISE

BE IT ORDAINED by the Mayor and Council of the Borough of Franklin, County of Sussex, and State of New Jersey that the Franklin Borough Code is amended as follows:

SECTION I. Chapter 184 of the Code is hereby replaced as follows:

Chapter 184. Noise

§ 184-1. Land noise prohibited.

It shall be unlawful for any person in any public or private place to make, or allow to be made, continued unnecessary, loud, or unusual noise which annoys, disturbs, or injures the quiet, comfort, repose, health, peace, or safety of others within the limits of the Borough of Franklin.

§ 184-2. Unlawful acts.

The following acts are declared to be in violation of this chapter, but such enumerations shall not be deemed to be exclusive:

- A. The operation of any instrument, speaker, machine, or device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner exceeding the standard set forth in Section E.
- B. Yelling, shouting, whistling or singing between the hours of 10:00 p.m. and 7:00 a.m. or exceeding the standard set forth in Section E.
- C. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street or public place of the Borough, except as a danger warning, the sounding of any such device for any unnecessary and unreasonable period of time, the use of any horn, whistle, or other device operated by engine exhaust.
- D. The causing of any noise on any street adjacent to a school, institution of learning, church or public office building while the same are in use, or adjacent to a hospital, medical office or clinic, which interferes with the workings of such institutions or which disturbs the occupants in such buildings.
- E. The sound level standards for this Ordinance shall be as set forth and applied in N.J.S.A. 13:16-1 et seq. and N.J.A.C. 7:29.

§ 184-3. Exceptions.

The provisions of this chapter shall not apply to:

- A. The emission of sound for the purpose of alerting persons to the existence of an emergency.

B. The emission of sound at any regularly operated outdoor commercial recreational facility for the conduct of its usual business, as long as such activity takes place during the hours of 7:00 a.m. and 10:00 p.m. so long as it does not exceed the standard set forth in Section 183-3 E.

C. Noise from celebrations or events sponsored by the Borough of Franklin, public or parochial schools, or houses of worship.

D. Noise from athletic events, celebrations, concerts or dances held at borough Park, if approved and/or sanctioned or authorized by the Borough Council or Recreation Committee.

§ 184-4. Violations and penalties.

Any person violating any provision of this chapter shall be subject to the penalties set forth in Section 1-15.

SECTION II

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

SECTION III

If any article, section, subsection, paragraph, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

SECTION IV

This Ordinance shall take effect immediately upon final publication as provided by law.

ATTEST:

BOROUGH OF FRANKLIN

Darlene J. Tremont, CLERK

BY: John M. Sowden, IV, MAYOR

DATED: July 26, 2022

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of Franklin held on June 28, 2022, at 7:00 p.m. and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on July 26, 2022, at 7:00 p.m., or as soon thereafter as the Borough Council may hear this Ordinance at the Municipal Building, 46 Main Street, Franklin, New Jersey 07416, at which time all persons interested may appear for or against the passage of said Ordinance.

Darlene J. Tremont
Municipal Clerk

CERTIFICATION

I, Darlene J. Tremont, Clerk of the Borough of Franklin, do hereby certify that the Borough of Franklin Council duly adopted the foregoing Ordinance on the 26th day of July, 2022.

Darlene J. Tremont, Clerk
Borough of Franklin

John M. Sowden, IV, Mayor

Introduced: June 28, 2022

Adopted: July 26, 2022

RECORD OF COUNCIL VOTES-FIRST READING					Move	2nd
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT		
CONCETTO FORMICA COUNCIL PRESIDENT	X					
RACHEL HEATH	X					X
JOSEPH LIMON	X					
JOHN POSTAS	X					
STEPHEN SKELLENGER	X					
GILBERT SNYDER	X				X	
MAYOR SOWDEN, IV (Tie Only)						

RECORD OF COUNCIL VOTES-SECOND READING					Move	2nd
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT		
CONCETTO FORMICA COUNCIL PRESIDENT						
RACHEL HEATH						
JOSEPH LIMON						
JOHN POSTAS						
STEPHEN SKELLENGER						
GILBERT SNYDER						
MAYOR SOWDEN, IV (Tie Only)						

BOROUGH OF FRANKLIN

ORDINANCE No. 12-2022

AN ORDINANCE OF THE BOROUGH OF FRANKLIN, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY REPLACING SECTIONS 56-1 THROUGH 56-5 REGARDING EMPLOYMENT PRACTICES

BE IT ORDAINED by the Mayor and Council of the Borough of Franklin, County of Sussex, and State of New Jersey that the Franklin Borough Code is amended as follows:

SECTION I. Section 56 of the Code is hereby replaced as follows:

§ 56-1. Employment practices.

A. The Borough Council shall have the authority to:

1. Approve the hiring of any Department Head;
2. Approve the creation of any new position;
3. Authorize adequate funds in the budget for each existing position or position to be filled.

B. Whenever a vacancy exists (or a new position is created), notice shall be posted in the Borough Hall and the appropriate public forum for at least 10 days to allow applications.

C. All applications received shall be reviewed by the appropriate department head and Borough Administrator and may be reviewed by the Personnel Committee.

D. The Borough Council may interview personally the applicants for Department Head Positions who appear to be best qualified and most desirable for the position and select the one to be appointed.

E. The Borough Administrator shall hire all employees, for positions approved and funded, except for Department Heads and Police Officers.

F. All hiring for Police Officers shall be approved by the Borough Council with a written resolution setting forth the interview, review and hiring process.

G. All new employees will receive a copy of the Borough of Franklin's Employee Handbook and shall sign an acknowledgement.

H. Except when statutory requirements direct otherwise, all new employees (or old employees transferred to new or other job positions) shall be considered probationary for a minimum period of three months.

I. All veterans, as defined by N.J.S.A. 11A:5-1 shall be afforded a preference in hiring, provided that the veteran and nonveteran are equally qualified in all measurable criteria for the position.

J. All residents of the Borough of Franklin shall be afforded a preference in hiring, provided the resident and the nonresident are equally qualified in all measurable criteria for the position.

K. No person who is related to a Borough elected office holder, officer or department head shall be employed by the Borough. A relation for the purpose of this section is defined as brother, sister, husband,

wife, life partner, son, daughter, ward, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandson and granddaughter.

L. Whenever it is practical to do so, promotions shall be made from within the ranks of the Borough staff. Promotions from within the ranks shall be based on merit, character, qualifications and work habits, as determined by review of all available facts.

M. Supervisors shall be responsible for on the job instructions, as well as for providing guidance for all persons under their leadership.

N. Recommendations for promotions or transfers shall be signed by the supervisor and forwarded to the Borough Administrator or Borough Council for consideration and action.

SECTION II.

Subsections 56-2 and 56-5 are hereby deleted and reserved for future use.

SECTION III

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

SECTION IV

If any article, section, subsection, paragraph, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

SECTION V

This Ordinance shall take effect immediately upon final publication as provided by law.

ATTEST:

BOROUGH OF FRANKLIN

Darlene J. Tremont, CLERK

BY: John M. Sowden, IV, MAYOR

DATED: July 26, 2022

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of Franklin held on June 28, 2022, at 7:00 p.m. and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on July 26, 2022, at 7:00 p.m., or as soon thereafter as the Borough Council may hear this Ordinance at the Municipal Building, 46 Main Street, Franklin, New Jersey 07416, at which time all persons interested may appear for or against the passage of said Ordinance.

Darlene J. Tremont, Municipal Clerk

CERTIFICATION

I, Darlene J. Tremont, Clerk of the Borough of Franklin, do hereby certify that the Borough of Franklin Council duly adopted the foregoing Ordinance on the 26th day of July, 2022.

Darlene J. Tremont, Clerk
Borough of Franklin

John M. Sowden, IV, Mayor

Introduced: June 28, 2022

Adopted: July 26, 2022

RECORD OF COUNCIL VOTES-FIRST READING					Move	2nd
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT		
CONCETTO FORMICA COUNCIL PRESIDENT	X					
RACHEL HEATH	X					
JOSEPH LIMON		X				
JOHN POSTAS	X					X
STEPHEN SKELLENGER	X				X	
GILBERT SNYDER		X				
MAYOR SOWDEN, IV (Tie Only)						

RECORD OF COUNCIL VOTES-SECOND READING					Move	2nd
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT		
CONCETTO FORMICA COUNCIL PRESIDENT						
RACHEL HEATH						
JOSEPH LIMON						
JOHN POSTAS						
STEPHEN SKELLENGER						
GILBERT SNYDER						
MAYOR SOWDEN, IV (Tie Only)						

**COUNTY OF SUSSEX
BOROUGH OF FRANKLIN
ORDINANCE NO. 10-2022**

BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF FRANKLIN, IN THE COUNTY OF SUSSEX, STATE OF NEW JERSEY (THE "BOROUGH"); APPROPRIATING \$1,345,083 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION) AND AUTHORIZING THE ISSUANCE OF \$1,159,883 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF FRANKLIN, IN THE COUNTY OF SUSSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Franklin, in the County of Sussex, State of New Jersey (the "Borough"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$1,345,083, which sum is inclusive of a grant from the New Jersey Department of Transportation in the amount of \$141,000 (the "Grant") and the amount of \$44,200 as the down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is allocated for the Water/Sewer Utility improvements (as set forth in Section 3(a)(i) herein), as the Water/Sewer Utility of the Borough is self-liquidating, and no down payment is allocated for the Maple Road improvements (as set forth in Section 3(a)(ii) herein) as said improvement will be funded, in part, by the Grant.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the said \$1,345,083 appropriation not provided for by application hereunder of the Grant and down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,159,883 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$1,159,883 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Water/Sewer Utility</u> – Improvements To An Existing Elevated Water Storage Tank Located At 19 Highpoint Circle (Block 709, Lot 53) In The Borough, Such Improvements To Include, But Not Be Limited To, As Applicable, Interior And Exterior Tank Coating, And Improvements To And/Or Replacement Of Grouting And Sealants, Batten Access Tubes, Screens And Splash Pads, Condensate With Overflow, Manhole, Roof Vents, Gaskets, Studs, Handrails, Ladders, Inlet And Distribution Pipe Expansion Joints, Insulation, Lighting, Light Covers, Nameplate And Site Restoration	\$839,685	\$839,685	\$0	20 years
(ii) <u>Maple Road Improvements</u> – Including, But Not Limited To, As Applicable, Excavation, Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement Using Flexible Pavement As Defined Under The Local Bond Law And, Where Necessary, The Repairing And/Or Installation Of Associated Curbs, Curb Ramps, Sidewalks And Driveway Aprons, Resetting Utility Castings, Associated Drainage Work And Improvements, Roadway Painting, Landscaping And Aesthetic	\$238,408 (including the Grant)	\$97,408	\$0	20 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Improvements;				
(iii) <u>Various Roadway Improvements</u> – Improvements To Various Roadways In and Throughout the Borough Including, But Not Limited To, Pvt. Joseph Auché Drive, Ginter Street, Lozaw Road, McCann Street, Mabie Street and John Wilton Street, Such Improvements To Include, But Not Be Limited To, As Applicable, Excavation, Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement Using Flexible Pavement As Defined Under The Local Bond Law And, Where Necessary, The Repairing And/Or Installation Of Associated Curbs, Curb Ramps, Sidewalks And Driveway Aprons, Resetting Utility Castings, Associated Drainage Work And Improvements, Roadway Painting, Landscaping, Aesthetic Improvements and Traffic Control; And	\$247,790	\$222,790	\$44,200	20 years
(iv) <u>Fire Department</u> – Acquisition and Installation, As Applicable, Of Various Communication Equipment For Fire Vehicles Including, But Not Limited To Radios, Computers And Other Miscellaneous Equipment.	\$19,200	\$0	\$19,200 (Capital Improvement Fund)	N/A
TOTALS	<u>\$1,345,083</u>	<u>\$1,159,883</u>	<u>\$44,200</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,159,883.

(c) The aggregate estimated cost of said improvements or purposes is \$1,345,083, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grant in the amount of \$141,000 and the down payment available for said purposes in the amount of \$44,200.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection

and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Sussex or a private entity make a contribution or grant in aid to the Borough for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Sussex or a private entity. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Sussex or a private entity, shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Borough shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of

the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, is on file in the Office of the Clerk of the Borough and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 20 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,159,883 and the said obligations

authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$269,016 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a

nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: July 26, 2022**

**DARLENE J. TREMONT,
Clerk of the Borough of Franklin**

**ADOPTED ON SECOND READING
DATED: August 16, 2022**

**DARLENE J. TREMONT,
Clerk of the Borough of Franklin**

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

**JOHN M. SOWDEN, IV,
Mayor of the Borough of Franklin**

NOT YET APPROVED BY COUNCIL