sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, May 25, 2021 11:12 AM
To: Matthew P. Lyons
Subject: Re:

Great, thanks!

On Tue, May 25, 2021 at 8:05 AM Matthew P. Lyons <MLyons@gklegal.com> wrote:

We will approve the SSA and grant tonight.

We will then need to send it to the schools

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, May 25, 2021 5:11 AM
To: Matthew P. Lyons <MLyons@GKLEGAL.com>
Subject:

External Sender.

Just checking in to make sure you don't need anything for me on the LEAP finalization. Thanks!

sgarofolo@franklintownship.com

From:	Community Development Director <cdd@franklintownship.com>
Sent:	Tuesday, May 18, 2021 10:10 AM
To:	Stefanie Garofolo
Subject:	Fwd:
Attachments:	support for grant.docx

report

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Mon, Apr 13, 2020 at 10:51 AM
Subject:
To: John Bruno <jbruno@franklintownship.com>

For your review....thanks, Jake.

April 13, 2020

E. Christina Velázquez, Senior Program Analyst

Gloucester County Planning Department Housing and Community Development

1200 N. Delsea Drive

Clayton, NJ 08312

Re: USDA Housing Preservation Grant Program

Dear Ms. Velázquez:

Please accept this letter of support for the USDA Housing Preservation Grant Program. On behalf of myself and the Township Committee, we very much appreciate that our township has been selected as one of the targeted municipalities for the grant funding cycle. Thank you for submitting the application so that our residents may benefit.

The Township of Franklin has long participated in the CDBG/HOME Investment Partnership Program, and residents are able to make improvements they would not have been able to make because of this assistance. The safety of those living in the Township of Franklin continues to be the highest priority of our governing body, and we thank you, Gloucester County, USDA, and USHUD for all you do to ensure the success of funding.

Please contact me with any questions, and thank you again.

Very truly yours,

Mayor John Bruno

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, May 18, 2021 10:12 AM
To: Stefanie Garofolo
Subject: Fwd: just an FYI

report

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Tue, Apr 7, 2020 at 9:02 AM
Subject: Fwd: just an FYI
To: John Bruno <jbruno@franklintownship.com>

---------- Forwarded message ----------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Tuesday, April 7, 2020
Subject:
To: "prattell@delsearegional.us" <prattell@delsearegional.us>

Hi, Pat! Hope all is well! I am helping the Township apply for a grant involving the senior lunches and I was wondering if you could think of anything that would make it easier for the food to be transported. As it involves a grant, wish list items are fine, and I figured you would be the expert. If you can think of anything at all that would improve the program that we could purchase, I would appreciate you sharing when you get an opportunity. Thank you again and stay safe.
Nancy Kennedy

Community Development Director, Twp of Franklin

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 17, 2021 4:56 AM
To: John Bruno

Good morning! Last week, I worked on gathering OPRA responses, attempted to finalize the LEAP grant, and researched grants. Please let me know when we can discuss the Atlantic City Electric Grant, and thank you!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 10, 2021 10:37 AM
To: John Bruno

Jake, last week I coordinated some issues for the EDC, met with Committeewoman Flaim and Donnie Davis, reviewed your suggested grant, worked on LEAP distribution and searched new grants. Thank you!

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, April 26, 2021 11:35 AM
To: John Bruno; Community Development Director

Good morning! Last week, I attempted to coordinate some EDC activity with an upcoming presenter, met with the Chief to work on the body camera grant and reviewed progress, communicated with Committeewoman Flaim about the upcoming veteran's meeting, checked in on the NEEF grant to see if we qualified or should reapply, and compiled additional research on the bulk trash issue repeated in the Township.

Hope you have a great week!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 03, 2021 9:56 AM
To: John Bruno
Subject: Re: FW: Atlantic City Electric Sustainable Communities Grants

I know Heather and Dave had talked about making a playground/walking trail at the little league fields. Malaga also gets a lot of press for needing new equipment. I will do whatever you want, just let me know. Thanks, Nancy

On Fri, Apr 30, 2021 at 2:04 PM John Bruno <jbruno@franklintownship.com> wrote:

I got this and figured it might be worth a shot at applying for. Let me know what you think. If we have a good plan to spruce up some open space or something else you think is worth while. I might be able to pull some strings.
Thanks Nancy
---------- Forwarded message ---------
From: **DiGiambattista, Bridget** <bdigiambattista@co.gloucester.nj.us>
Date: Fri, Apr 30, 2021 at 1:45 PM
Subject: FW: Atlantic City Electric Sustainable Communities Grants
To:
CC: Bianco, Thomas A. <tbianco@co.gloucester.nj.us>, Shirey, Michelle <mshirey@co.gloucester.nj.us>, O'Brien, Shannon <sobrien@co.gloucester.nj.us>, Jones, Tammy <tjones@co.gloucester.nj.us>, Gangloff, Michele <mgangloff@co.gloucester.nj.us>, Spence, Daniele <dspence@co.gloucester.nj.us>

Good Afternoon,

Last year, Atlantic City Electric's Sustainable Communities Grant Program provided $75,000 in grants to fund open space and environmental projects and resiliency projects across the company's South Jersey service area. We are excited to announce the application period has opened for our second year of the program! The grant request period runs from April 28 to June 30, 2021.

In partnership with Sustainable Jersey, an organization that researches best practices for what communities could and should do to contribute to a sustainable future, Atlantic City Electric provided grants to the following municipalities in 2020:

- **Cape May City ($10,000)** - The grant will be used for conducting a study around Cape Island Creek to identify the causes of nuisance flooding and develop a citizen early warning system in order to reduce property loss.
- **Egg Harbor City ($10,000)** - The grant will be used for repairs needed at Lake Dam including replacing missing fence along the secondary spillway, repairing a tilted pedestrian bridge railing at primary spillway, and repairing abutment walls including removing and replacing fractured concrete at ends of spillway.
- **Hamilton Township ($10,000)** - The grant will be used for incorporating green infrastructure to address stormwater issues and enhance emergency management related to flooding events.
- **Medford Township ($10,000)** - The grant will be used for creating an intelligent weather station for monitoring, modeling and visualization in order to enable timely preparation and implementation of emergency plans.

- **Clementon Borough ($5,000)** - The grant will be used for reinventing Clementon's Open Space and Recreation Plan to ensure the preservation of natural spaces including the community's lakes and almost 200 acres of dedicated open space.
- **Downe Township ($5,000)** - The grant will be used for making Raybins Beach, a currently untamed coastal wilderness ecosystem, accessible to residents and visitors.
- **Hammonton ($5,000)** - The grant will be used for planning responsible development and preservation of open space by updating Hammonton's Open Space and Recreation Plan.
- **Middle Township ($5,000)** - The grant will be used for updating Middle Township's Open Space and Recreational Plan, which will promote responsible public recreation, preserve and enhance historic and cultural resources, conserve land for wildlife, enhance water quality, protect open space lands and promote health and wellness in the community.
- **Salem City ($5,000)** - The grant will be used for redeveloping Salem's West Playground, making the park a safe place where children can play and be active.
- **Waterford Township ($5,000)** - The grant will be used to build a bike path between two of the Township's primary recreational facilities and two schools, lessening the dependence on motor vehicles and acting as a safe route for kids to take to schools.
- **Wenonah Borough ($5,000)** - The grant will be used for repairing and renovating the Clay Hill trails of the Wenonah Conservation Area that supports residents, school students and visitors throughout the county for hiking and learning.

Interested organizations can learn more about the 2021 Sustainable Communities Grant Program and how to submit a grant request at atlanticcityelectric.com/SustainableCommunities.

Local Municipalities Encouraged to Apply for Atlantic City Electric Sustainable Communities Grants

Open space, environmental and resiliency projects to receive $75,000 in grant funding

MAYS LANDING, N.J. (April 28, 2021)) – Atlantic City Electric is offering grants of up to $10,000 to local municipalities for projects focusing on open space preservation, improvements to parks and recreation resources, and environmental conservation. The company's Sustainable Communities Grant Program, which was launched last year and is facilitated by Sustainable Jersey, provides $75,000 in grants annually to fund open space and environmental projects and resiliency projects across the company's South Jersey service area. The grant request period runs from April 28 to June 30, 2021.

The program will provide $50,000 in grants of up to $10,000 each for projects focusing on open space preservation, improvements to parks and recreation resources, and environmental conservation. Projects include the development of recreation trails, the purchase of open space, and the planting of trees and other vegetation. The program also will provide grants, totaling $25,000, to support resiliency projects that demonstrate innovation in providing a safe and reliable resource for a community during a time of emergency.

In 2020, the Sustainable Communities Grant Program supported 11 local projects, including the installation of an intelligent weather station in Medford Township, helping to make Raybins Beach in Downe Township more accessible to residents and visitors, expanding open space and support for Hammonton's Open Space and Recreation Plan, a new bike path in Waterford Township and redeveloping Salem's West Playground.

Municipalities in the Atlantic City Electric service area can apply for a Sustainable Communities grant each year. A committee with representatives from Atlantic City Electric and Sustainable Jersey reviews each application and selects the projects to receive funding.

For Atlantic City Electric, and its parent company Exelon, diversity, equity and inclusion is a core foundational value both in the workplace and in outreach to the people it serves. The company strongly encourages underrepresented communities to apply for the Sustainable Communities grant.

Interested organizations can learn more about the Sustainable Communities Grant Program and how to submit a grant request at atlanticcityelectric.com/SustainableCommunities.

Readers are encouraged to visit *The Source,* Atlantic City Electric's online news room. For more information about Atlantic City Electric, visit atlanticcityelectric.com. Follow the company on Facebook at facebook.com/atlanticcityelectric and on Twitter at twitter.com/acelecconnect. Our mobile app is available at atlanticcityelectric.com/mobileapp.

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About Atlantic City Electric:

Atlantic City Electric is a unit of Exelon Corporation (Nasdaq: EXC), the nation's leading energy provider, with approximately 10 million customers. Atlantic City Electric provides safe and reliable energy service to approximately 560,000 customers in southern New Jersey.

About Sustainable Jersey:

Sustainable Jersey is a non-profit that provides tools, training and financial incentives to support communities as they pursue sustainability programs. Currently, 81 percent or 459 of New Jersey's 565 municipalities are participating in the municipal certification program and 353 school districts and 969 schools are participating in the Sustainable Jersey for Schools certification program.

Bert Lopez | External Affairs Manager

Atlantic City Electric | Governmental & External Affairs

428 East Ellis Street | Glassboro, NJ 08028

o: 856-863-7945 | c: 609-513-1543

atlanticcityelectric.com

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Thomas Bianco
Director Gloucester County
Department of Economic Development
856-384-6930 office

856-417-6632 cell
tbianco@co.gloucester.nj.us

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, April 12, 2021 12:09 PM
To: John Bruno; Community Development Director

Good morning! I was able to successfully schedule a presentation for the next EDC meeting, and continue to work with Committeewoman Flaim on her veteran's project. Please let me know if I may meet with the Zoning Officer to assist in any way with ongoing projects related to the corridor, or if you would like follow up letters drafted. Thank you and have a great week!
Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From:	Community Development Director <cdd@franklintownship.com>
Sent:	Monday, April 19, 2021 5:19 AM
To:	John Bruno; Community Development Director; Heather Flaim
Attachments:	123_1.jpeg

Good morning! Last week, following our meeting, Donnie Davis made tremendous improvements to his property on RT 47. Heather, he is also excited to meet at your convenience to discuss the Veterans, and asked me to thank you for your continued support. I will continue this week to explore grants, schedule follow up on behalf of Committeewoman Flaim with Pastor Davis, and research EDC issues as requested. Thank you, Nancy Kennedy, Esq.


2110

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Wednesday, April 07, 2021 5:43 AM
To: John Bruno; Community Development Director

Last week, I met with the EDC, and provided correspondence regarding same at the request of the Chairman. Prior to the meeting, I had attempted to schedule a presentation to be heard at the meeting, but due to a scheduling conflict, the parties were unable to attend. They are hoping to appear at the next meeting.

As reported, there is activity taking place on the police body camera grant, and Committeewoman Flaim and I spoke about potential meeting dates with Donnie Davis. If you have any questions, please let me know. Thanks, Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, March 29, 2021 12:07 PM
To: John Bruno; Community Development Director; Heather Flaim; Brian Zimmer; Dave Deegan
Subject: Body Camera Grant

I have copied three members of the Township Committee, so please do not respond as a group to this email, as same would violate the Sunshine Law. Just wanted to make sure that everyone is aware the Body Camera grant has posted, and Chief Zimmer and I (as well as Lieutenant Gonzalez) have already started reviewing the grant at length. It is my understanding that Chief Zimmer reached out with some questions,and he and I will meet to brainstorm further once those answers are provided. Thank you!

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, March 23, 2021 11:43 AM
To: John Bruno; Community Development Director
Subject: Report

As you know, I switched my days this week, so please accept this week's report today. In addition to corresponding with a resident about potential grant opportunities and researching grants at length for the Township, I toured the corridor, reviewed past correspondence related to various properties, and spoke at length with Committeewoman Flaim about her desire to seek funding for Veterans/potential Veteran's issues.

Please contact me with any questions, and as always, please forward me action taken so that I may follow up accordingly pursuant to advice previously given. Have a great day!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, March 18, 2021 11:36 AM
To: Nkbrent5@yahoo.com
Subject: Fwd:

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Tue, Jan 19, 2021 at 5:33 AM
Subject:
To: John Bruno <jbruno@franklintownship.com>, Community Development Director <administrator@franklintownship.com>

Good morning! Last week, I researched some properties provided to the Mayor, and was able to update a report previously submitted for review. I also forwarded some unfortunate news regarding the EDC, researched grants, and toured the corridor and Meredith Farms.

Additionally, I conducted sme research regarding a boundary census and communicated with the Mayor regarding same. I hope this week is wonderful for both of you, and as soon as I receive the information discussed last week, I will provide further follow up on the properties referenced.

Thank you!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, February 18, 2021 5:24 AM
To: Community Development Director
Subject: Re:

Will do! Thank you!

On Tue, Feb 16, 2021 at 12:54 PM <administrator@franklintownship.com> wrote:

Hi Nancy:

The environmental Chair for 2021 is Jonathan Stippick, 856-993-3361 jonstippick@gmail.com . The liaisons are Tim and Heather. You should reach out to Jon to see if they meet the criteria to submit such a grant and if so assist them in the prep of same as long as matching funds are not required.

John

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, February 16, 2021 5:43 AM
To: John Bruno <jbruno@franklintownship.com>; Community Development Director <administrator@franklintownship.com>
Subject:

I'm not sure who the environmental chair is, but this should be reviewed by their organization. Any thoughts, please let me know. It's up to $2,500-

- May 15, 2021
  - Applications must be **submitted by 11:59 pm on April 1, 2021** to be considered
- July 15, 2021
  - Applications **submitted by 11:59 pm on June 1, 2021** to be considered

Only ONE application can be submitted per submission period. Entities that oversee multiple landsites can submit one application per landsite, per submission period.

STRONG APPLICATIONS WILL INCLUDE THE FOLLOWING

- Applicants can request up to $2,500 to be spent over six (6) months.
- Applicants must clearly describe the impact of the COVID-19 pandemic on the public land site (e.g., wear and tear on trails due to increased public use, increased litter, postponed projects such as planting/invasive species removal, etc.)*
- Applicants must clearly describe a project (or projects) they will implement to address the impact of the pandemic.

*"Public lands" includes **parks, nature areas, and other green spaces** that are publicly accessible. Publicly accessible property means public or private property to which the public or patrons have a reasonable expectation of relatively unrestricted access.

The following are the types of projects NEEF will support:

CONSERVATION PROJECTS

Conservation projects are designed to address environmental concerns. Projects in this category should aim to help to protect biodiversity, wildlife, wild places, or endangered species. Projects may include specific activities such as tree planting, invasive species removal, data collection, and/or environmental monitoring. These types of projects typically produce conservation outcomes such as area of invasive species removed, number of native plants planted, or area of habitat created or enhanced.

ACCESSIBILITY PROJECTS

These are projects that are designed to increase access to public lands. This project type may seek to increase access for the general public or for a specific population, such as people with physical disabilities. Projects can focus on increasing access to public lands via the built environment such as trails, boat ramps, and other public access points, as well as inclusive programming designed to break down social barriers to access.

MAINTENANCE PROJECTS

Maintenance projects restore or enhance park infrastructure. Park infrastructure includes any of the basic facilities (e.g., buildings, fences) and physical amenities (e.g., restrooms, picnic tables) utilized on the public land space. Specific activities include repairs or maintenance on roads and buildings, and/or enhancements to facilities such as nature centers, pavilions, etc.

CULTURAL AND HISTORICAL PRESERVATION PROJECTS

Projects that are focused on preserving public land sites that hold historic and/or cultural value. Preservation projects include a wide range of activities from brick-and-mortar rehabilitation to neighborhood surveys and documentation efforts.

If the project will include volunteers, applicants must describe the following:

- How will volunteers be recruited? (**PLEASE NOTE:** Staff members and program-funded AmeriCorps members **do not count** as volunteers).
- How applicants will ensure the safety of volunteers (social distancing, providing instructions for solo service projects, etc.)
    - Applicants will need to review and approve a disclaimer in the application related to in-person volunteer activities.
- How the project will benefit visitors and the surrounding community when complete.

If the project will not include volunteers, please explain why.

If funds are going to a Friends Group/community nonprofit, official documentation of the partnership with the public land served is required (e.g., letter, MOU, etc.). Applicants must also present an appropriate and detailed project budget.

IF SELECTED FOR FUNDING

If your proposal is selected for funding, your organization (or fiscal agent) will need to provide the following within a week.

- Required financials:
    - Conflict of interest policy
    - A list of the Board of Directors
    - Annual organizational budget
    - Audit for the 2019 fiscal year, or if an audit is not available, a Balance Sheet and Profit and Loss Statement for prior fiscal year

EXPECTATIONS IF FUNDED

- Commitment to collect and report on relevant key performance indicators (KPIs).

- The full list of KPIs can be downloaded here (PDF).

- As needed, collaborate with NEEF's Marketing & Communications team on press releases, stories, and other external communications related to funded projects.

All applications must be submitted through our online system. If you have any questions related to the fund, please consult our FAQ page. For all other questions or problems, please contact us at grantsadmin@neefusa.org(link sends e-mail).

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, December 14, 2020 5:20 AM
To: John Bruno; Community Development Director
Subject: report

Good morning! Last week, I continued to act as the liaison between the attorney for the potential PA Avenue project and the EDC.. Additionally, I was the conduit by which our newest prospective solar panelist finally provided an electronic overview of his plans for Franklin Township. In addition to searching for grants and monitoring progress on the corridor, I also engaged in some professional development, and thank the Township for the opportunity. As always, please contact me if I can be of any assistance in any area.

This will be my last report until 2021, (John, to that end, I put in for the last 8 hours of vacation to be used on the 17th, just wanted to make sure it went through), but if there is anything I can do even while off, please do not hesitate to call me or text me. I am more than happy to help in any way,, and will usually be 3 minutes down the road! I am also hoping to attend the wrap up meeting.

Thank you both for your kindnesses and assistance (and patience!) throughout this year, and please accept my best wishes and prayers for a very safe and blessed Christmas for you and your families..

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, January 14, 2021 11:44 AM
To: Community Development Director; John Bruno
Subject: Fwd:
Attachments: Doyle Prioritized Properties - Copy.pdf

Initial report, Doyle Prioritize

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Thu, May 7, 2020 at 9:53 AM
Subject:
To: Heather Flaim <hflaim@franklintownship.com>, Mary Petsch-Wilson <mpetsch-wilson@franklintownship.com>, John Bruno <jbruno@franklintownship.com>, Tim Doyle <tdoyle@franklintownship.com>, Dave Deegan <ddeegan@franklintownship.com>

I know Mary and Tim received the attached, but want to make sure everyone has access to their copy sent on April 2, 2020. Thank you.

REVIEW OF PRIORITIZED CORRIDOR PROPERTIES

Mr. Doyle asked me to research several specific properties situated on the "corridor" of Routes 40 and 47 and forward any zoning violations to our administrator, Mr. Salvatore. I am happy to prioritize the concerns of individual committeepersons to the extent I can, especially given our temporary lack of an available zoning officer. (My understanding is that Bill Trampe, who was acting zoning officer during the illness of Bill DiMatteo, has resigned from that position.)

I am giving my opinions as Community Development Director, as I am not the Zoning Officer or Solicitor. My opinions are tailored to address the objectives of my position. I hope you find them helpful. I have researched and thoroughly analyzed all of the requested properties, except the two with storage container issues (1152 Delsea Drive and across from 1707 Harding Highway). I have run into address issues with both and will require some additional time.

If you have any questions, please let me know. Also, I am happy to assist with any revisions or additions to the current ordinances that may be helpful. Finally, I would recommend some consideration be given to all as far as timelines are concerned, as there may be serious financial or logistical problems resulting from the coronavirus pandemic that would inhibit remediation of the noted violations.

1640 Harding Highway (Block 7202, Lot 19) is owned by 1640 Harding Highway Associates, whose address is 959 Elk Rd., Monroeville, NJ 08343. The adjacent lot known as 1664 Harding Highway (Block 7202, Lot 20) is also owned by 1640 Harding Highway Associates.

Both lots are situated in the Light Manufacturing zone of the Township. Permitted uses in Light Manufacturing are as follows:

- Food and associated industries.
- Fabrication and assembly of paper and wood products.
- Biological, chemical, electronic and pharmaceutical laboratories and scientific laboratories devoted to research, design and experimental operation of equipment.
- Fabrication and assembly of computers and related peripheral equipment.
- Manufacturing and assembly of electronic products.
- Fabrication and assembly of metal products, excluding the processing of metals from raw materials.
- Limited manufacture of light machinery.
- Printing and publishing.
- Instruments and related products including laboratory instruments, medical instruments, photographic equipment, measuring instruments, etc.
- Hydroponics and greenhouses as part of a commercial operation for wholesale purposes.
- Special trade contractors.
- Municipal facilities deemed necessary and appropriate by the governing body of Franklin Township.
- Administrative and business offices.
- Warehousing and distribution facilities.
- Self-storage facilities.
- Outdoor storage of building supplies, contractor's equipment or crated and baled material in conjunction with a wholesale establishment not to exceed 10% of the

developed portion of the site. Excluded are junk, scrap metals and materials, automobiles and other machinery or vehicles intended for dismantlement or demolition. All areas used for the storage of material are to be paved as per standards enumerated in § 253-50A(1). Area is to be screened with a six-foot opaque fence and landscaped.

It appears that the original lot is operated by A G Truck Logistics LLC. I believe the operation would fall under the warehousing and distribution facilities use, and is, therefore, an approved use. As a warehouse and distribution facility, there is no provision limiting outdoor storage of trailers.

As far as the business expanding onto an adjoining lot, which is owned by the same company and is also zoned Light Manufacturing, there is nothing to prohibit this. Outdoor storage of contractor's equipment on this lot may be limited in the last section of the approved uses (above). However, it is very unclear whether the construction equipment is being used to do work on the lot or whether it is simply being stored there. Even if it is being stored there, it is difficult to say that it violates the limitation above, as it is not a wholesale establishment.

In addition to the construction equipment, there are also several stacked trailers on the property at 1664 Harding Highway, as well as a few cars.

If these, or the construction equipment, are intended for dismantlement or demolition, these would fall into one of the prohibited uses under this zoning which include:

- Outdoor storage of junk, scrap metals and materials, automobiles and other machinery or vehicles intended for dismantlement or demolition.

- Asphalt plants.
- Concrete plants.
- Foundries.
- Oil refining facilities.
- Chemical production facilities.
- Metal finishing and production.
- Steel manufacturing.
- Recycling facilities.
- Animal slaughtering.

There are several other Ordinances that appear by their title to apply, but there are issues with each. **§295-3 Obnoxious growths prohibited** applies to "any developed lot or lots or any lot or lots approved for development and/or under construction within the Township of Franklin." This lot is neither developed nor approved for development or under construction. Therefore, §295-3 does not apply.

There may be violations of **§295-4 Obnoxious debris prohibited** and **§295-5 Unregistered vehicles**. Each comes with its own potential issue. §295-4 prohibits "filth, garbage, trash, debris, junk vehicles or bulky waste." It is unclear whether the items at issue are junk vehicles. Even if they are junk vehicles, they would also have to create "an adverse effect or impairment of visual or aesthetic scenes or vistas" or "interfere with the overall enjoyment or general well-being of the public." This is a very subjective standard and would be difficult to prove beyond a reasonable doubt in court given the rather unappealing aesthetic even without the junk vehicles. §295-5 may apply if the vehicles on this property are, in fact, unregistered. However, this section specifically excludes "unregistered vehicles and equipment incidental to a permitted use and utilized as part of normal business operations, whereby the same may not be required to be registered to accomplish the purpose they serve."

Overall, I believe the best approach would be to ask that a six-foot opaque fence and landscaping be installed, if this would address the issue of concern related to appearance. I don't believe this is required in this situation, but I would be happy to reach out to the Anthony Guglietti to see if he is willing to proceed in this direction rather than enter into what could become a lengthy and possibly expensive court exercise, if the committee or administrator were to choose to go forward.

Alternatively, Mr. Salvatore can issue a notice of a zoning violation for the storage of construction equipment and for obnoxious debris and unregistered vehicles on the 1664 Lot. A notice of violation could also be sent related to the storage of any automobiles and other machinery or vehicles intended for dismantlement or demolition. But again, if complaints are made following the notice of violation, it is unclear whether any of them would be successful. Further, even if the Township were successful, it may only serve to impede the development that we seek on the corridor and further cement the Township's reputation as being anti-business.

For information purposes, the 13.5-acre lot with offices and other buildings at 1640 Harding Highway is assessed at $475,000 and taxes are currently $16,772.25 per year. The 8-acre lot at 1664 Harding Highway is assessed at $114,600 and taxes are $4,046.52 per year. It does not appear that the taxes have been adjusted to reflect the recent demolition of a small residence that was on this property.

350 Harding Highway (Block 6701, Lot 10) is owned by Macs Auto Electric, whose address is PO Box 16, Landisville, NJ 08326.

This property is situated in the Pinelands Highway Commercial zone of the Township. Permitted uses in Pinelands Highway Commercial are as follows:

- Agriculture.
- Agricultural equipment sales and service.
- Agricultural commercial and processing facilities.
- Garden centers.
- Nurseries and greenhouses.
- Building materials and garden supplies.
- Automotive repair shops, including auto body repair.
- Restaurants, excluding drive-through restaurants.
- Convenience commercial.
- Government buildings.
- Public utility substations.
- Child-care centers.
- Veterinary hospitals and clinics.

There are no specifically prohibited uses for this Pinelands Highway Commercial Zoning.

It appears that the lot is operated by Mac's Auto Electric. I believe the operation would fall under the automotive repair shop use, and is, therefore, an approved use. The issue at hand is whether three trailers on the side of the repair shop are in violation of the zoning ordinances. The three trailers appear to be used for storage, as they have been in place for more than a year and two of the trailers appear to have steps in place. I was not able to get a license plate number to confirm that they are not registered, but it is likely that they are not, given the length of time they have been stationary.

The Property Maintenance Ordinance (Chapter 295) address unregistered vehicles (including trailers) and reads as follows (*bold added*):

> **§ 295-5 Unregistered vehicles; registered vehicles; exceptions.**
>
> A. It shall be unlawful for any owner or owners, occupant or occupants of any lot within the Township of Franklin to keep or store **more than one unregistered vehicle that is outside of an enclosed building**, and, also, **no unregistered vehicle shall be used for storage** or stored on vacant land. Also, any such area whereby any unregistered vehicle is kept or stored **shall be located in the rear yard, and such area shall be properly screened** from adjacent property owners and the general public in order to eliminate or reduce an adverse effect or impairment of visual or aesthetic scenes or vistas and to prevent such area from becoming a nuisance or annoyance or interference with the enjoyment or general well-being of any resident of this municipality.
>
> B. Registered vehicle trailers and coaches stored on a property are strictly prohibited unless the Township Committee has approved the same by way of temporary permit for limited duration set forth in a Resolution. This section shall not apply to vehicle trailers and coaches registered to the property owner and temporarily parked or stored on the property.
>
> C. **This section shall not apply to unregistered vehicles and equipment incidental to a permitted use and utilized as part of normal business operations, whereby the same may not be required to be registered to accomplish the purpose they serve.**

There appear to be three problems with the assumed unregistered trailers. The first is that there are more than one of them, the second is that they are probably used for storage (although we do not know this to be the case), and the third is that they are not located in the rear yard and shielded. However, subsection C, specifically excludes from this section unregistered vehicles and equipment incidental to a permitted use. The automotive repair shop clearly is a permitted use as explained above. The owner would likely argue that the trailers are incidental (def: "accompanying but not a major part of something") to that use.

I do not believe there is anything that can be done here under the current language other than again asking the owner to move and/or screen the trailers.

For information purposes, the 4.57-acre lot with garage at 350 Harding Highway is assessed at $147,700 and taxes are currently $5,215.29 per year. There is also a billboard on the property assessed at $2,000 and taxes for that are currently $70.62 per year.

1523 Harding Highway (Block 7203, Lot 19) is owned by Frank, Mildred, Lucy and Edith Capozzi according to current tax records, whose address is 1523 Harding Highway, Newfield, NJ 08344. The named owners are known to be deceased; however, a search of Gloucester County Property Records did not show any deeds transferring title as of now. This property is situated in the Highway Commercial zone of the Township, but has been used for residential and farming purposes until the recent demolition of the residence. The issue Mr. Doyle would like addressed with this property is the debris. Specifically, there is a large pile of debris resulting from the demolition of the residence on the property.

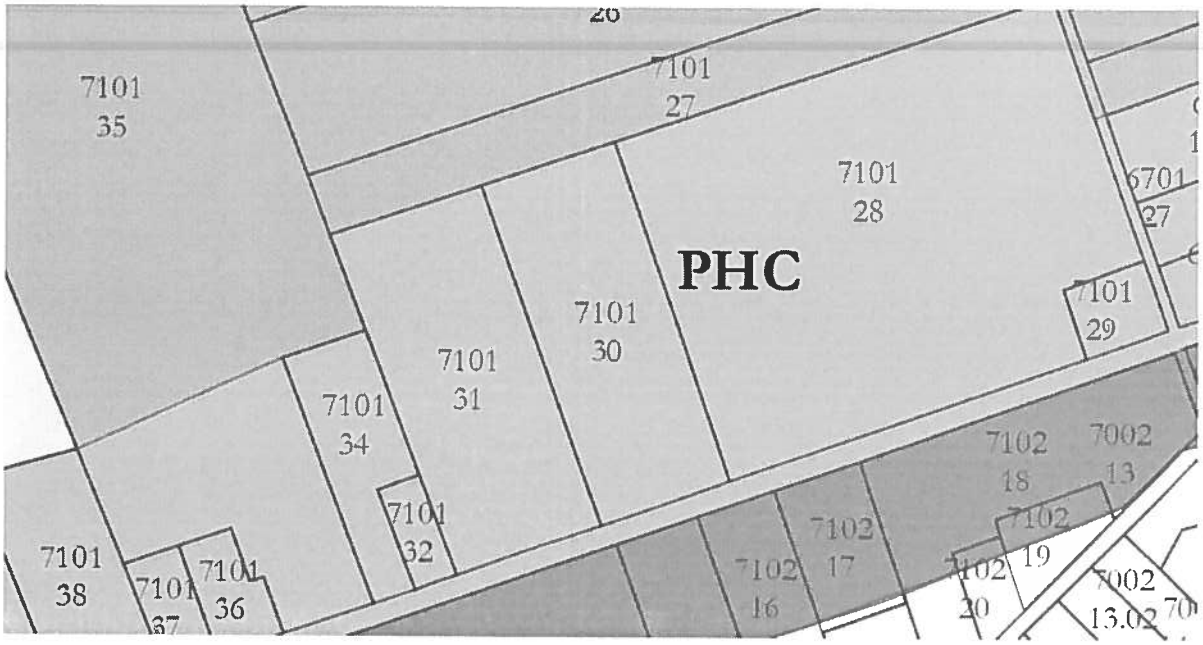
This debris pile is in violation of Property Maintenance Ordinance (Chapter 295), which reads as follows:

> **§ 295-4 Obnoxious debris prohibited.**
>
> It shall be unlawful for any owner or owners, occupant or occupants of any lot or lots within the Township of Franklin to allow, store or keep the accumulation of filth, garbage, trash, debris, junk vehicles or bulky waste which will prevent free or uninterrupted passage or become a public health, safety or fire hazard thereon or which is an adverse effect or impairment of visual or aesthetic scenes or vistas or is a nuisance or annoyance or interference with the overall enjoyment or general well-being of the public.

This is a large pile of obvious debris contrasted against the open field/landscaped pond surrounding it and would likely meet the standard for this ordinance if the administrator wants to issue a notice of violation. The solicitor may need to become involved to ensure proper notice is made to the correct parties given that the named owners are all deceased and the person who may have been responsible for the trust or estate has had some legal difficulties. I do not know his status, the status of the property or who would be need to be noticed.

For information purposes, the parcel appears to have 11.8 acres farmland assessed at $7,000, with current annual taxes of $254.23 and 15.8 acres not farmland assessed at $333,900, with current annual taxes of $11,790.01. It does not appear that the taxes have been adjusted to reflect the demolition of the residence on the property.

870 Harding Highway (Block 7101, Lot 30) is owned by Gerald J Truster, whose address is 2406 Delsea Drive, Franklinville, NJ 08322.



This property is situated in the Pinelands Highway Commercial zone of the Township. Permitted uses in Pinelands Highway Commercial are as follows:

- Agriculture.
- Agricultural equipment sales and service.
- Agricultural commercial and processing facilities.
- Garden centers.
- Nurseries and greenhouses.
- Building materials and garden supplies.
- Automotive repair shops, including auto body repair.
- Restaurants, excluding drive-through restaurants.
- Convenience commercial.
- Government buildings.
- Public utility substations.
- Child-care centers.
- Veterinary hospitals and clinics.

There are no specifically prohibited uses for this Pinelands Highway Commercial Zoning.

The property consists of a residence and two other buildings. A previous owner applied for and was granted a use variance to allow storage of seal coating and line striping equipment, continuation of the preexisting non-conforming residential use, and a variance to allow three uses, namely the two previously mentioned and farming. The variance was granted with certain conditions. A copy is attached at the end of this section.

It does not appear that all of the conditions were complied with, as the driveway does not appear to be paved and all vehicles are not stored inside. The above photograph is from 2018. The use variance was approved in 2016. The property was foreclosed upon by Newfield National Bank and subsequently sold to the current owner on July 9, 2019. The facility now appears to be used as a swimming pool sales lot, with parts still residential and parts still farmed. The use of the property is now different from that for which the variance was granted and two additional conditions of the variance appear to be violated, being the prohibition of retail sales and the removal of at least one of the two trees specified to remain. Although, at the present time because the use has changed, the conditions of the variance are no longer at issue. The current use is not the specific use for which the variance was granted.

Further, unless swimming pool sales are considered building materials, this is not a permitted use in this zoning and a notice of violation can be sent.

Also, if the pools are used, the owner or tenant would be required to be licensed under the Used Merchandise Sales Ordinance (Chapter 368), which reads in part as follows:

> **§ 368-1 License required.**
>
> No person or persons, firm or corporation shall engage in the business of buying and/or selling used merchandise, antiques, equipment, building materials and other personal property; that is to say, no person or persons, firm or corporation shall keep and maintain a building, yard, space or place in the Township of Franklin for the purpose of buying or selling used secondhand merchandise, antiques, equipment, furniture, toys, household appliances, lumber and building materials, including any article used in the building and construction of a home or other building, plumbing fixtures, heating plants of any nature and parts thereof, automobile parts and equipment, pipe, electric fixtures or any other used or secondhand or personal property of every kind and nature whatsoever without being licensed so to do by the Township Committee of the Township of Franklin. However, this chapter shall not apply to persons who are displaying and selling used merchandise totally within the confines of a building or other structure. Any display or sale of used merchandise outside the confines of said structure shall be within the purview of this chapter.

Additional information would need to be confirmed (whether the pools are used and whether the operator is licensed) before a notice of violation is sent for a Chapter 368 violation.

I do not believe there is any ordinance that would prohibit the clearing, grading and fill work that was done.

For information purposes, the parcel appears to have 6.71 acres farmland assessed at $5,200, with current annual taxes of $0 and 2.65 acres with a residence not farmland assessed at $240,500, with current annual taxes of $10,148.10.

Township of Franklin
Zoning Permit

Application #:	3203	Permit No:	20160007.000	Issue Date:	01/11/2016	Voucher/Receipt #:	13483
Construction Control Number :						Check #:	
Block:	7101	Lot:	30	Qualifier:	QFARM	Amount collected:	$20.00
Work Site:	870 HARDING HWY			Zone:	R-A		
Owner:	BELARMINO, JIMENO L & ETALS			Agent:	ED CLARK		
Address:	870 HARDING HWY			Address:	30 ARBUTUS AVENUE		
City/State/Zip:	NEWFIELD NJ 08344			City/State/Zip:	PITMAN NJ 08071		
Telephone:	___-____			Telephone:	856 2971172		
Fax:	(___)-___-____			Fax:	(___)-___-____		
EMail:				EMail :			
Tenant:							

This is to certify that the above-described premises together with any building thereon, are approved for use as indicated below and as depicted on the Plot Plan:

USE - DETACHED GARAGE - STORAGE - PERSONAL/BUSINESS EQUIPMENT & SECOND GARAGE FOR MATERIALS STORAGE. HOME OFFICE FOR PAPER WORK AND PHONE CALLS.

Which is a:

[ ] Use permitted by Zoning Ordinance, Article - Section -

[X] Use permitted by variance approved on 01/05/2016, # ZB15-12 subject to any special conditions attached to the grant thereof.

[ ] Valid nonconforming use as established by ( ) findings of the Zoning Board of Adjustment or by ( ) the undersigned zoning officer or by ( ) Planning Board on the basis of evidence supplied by applicant. Conditions, if any:

[ ] There is a nonconforming structure on the premises by reason of insufficient

[ ] Other:

ADDITIONAL PERMITS REQUIRED. SEE CONSTRUCTION OFFICE.

Zoning Official

This is NOT a Construction Permit

FRANKLIN TOWNSHIP
ZONING BOARD OF ADJUSTMENT
RESOLUTION NO. ZB15-12

WHEREAS, Edgar Clark, III has applied to the Zoning Board of Adjustment of the Township of Franklin seeking a use variance to permit storage of seal coating and line striping equipment, continuation of a pre-existing non-conforming residential use, a variance to permit three uses on one lot consisting of a residential use, storage of seal coating and line striping equipment and farming and for waiver of formal site plan review and approval; and

WHEREAS, the property in question is located on Harding Highway/State Highway Route 40 and known as Lot 30, Block 7101, on the tax map of Franklin Township, said property being in a PHC Zone; and

WHEREAS, the Zoning Board of Adjustment, after carefully considering the evidence presented has made the following factual findings and statements of reason:

1. All notices of the public meeting were properly served in compliance with New Jersey State Statute and the Franklin Township Land Use Ordinance and the application was deemed complete.

2. Robert J. Wiltsee, Esquire appeared on behalf of the applicant who is a contract purchaser of the property. The applicant presented the testimony of Steven L. Filippone, PE, PP. The applicant is under contract to purchase the parcel which consists of approximately 9.3 acres and includes a single family dwelling, a 2,780 square foot garage and a 370 square foot storage building. The remainder of the parcel is active farmland.

3. The applicant has operated a seal coating, line striping business for approximately four years. He proposes to reside in the single family dwelling on the property and utilize the garage to house his vehicles and equipment for his business. He proposes to pave the driveway which has access to the garage and to install four parking spaces for four employees. The employees will only be present on site for a short time when they arrive in the morning to take the vehicles and equipment to the job site and when they return at the end of the day.

4. All work and cleaning of equipment and vehicles will take place at the job site. Any sealer or paint to be stored at the property is water based. There will be no customers or retail sales at the property. An in home office will be utilized for paper work and phone calls. There will be no well or septic service at the garage. The garage will be improved with stucco and paint, the two large trees in the front of the property will remain and the existing lights on the premises and on the garage will remain.

5. The Board carefully considered the Zoning Board Engineer's review letter of November 23, 2015. No one from the public appeared at the meeting to comment on the application. The applicant obtained a Pineland's Certificate of filing on August 4, 2015. The Board determined that a waiver of site plan review and approval was appropriate based upon the applicant addressing the comments set forth in the Zoning Board Engineer's review letter.

6. The Board has determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Master Plan and Zoning Ordinance of the Township of Franklin. The applicant has shown the special reasons necessary to grant the variance.

NOW, THEREFORE, BE IT RESOLVED, by the Zoning Board of Adjustment of the Township of Franklin this 5th day January of 2016, confirming action heretofore taken, that the application of Edgar Clark, III seeking a use variance to permit storage of seal coating and line striping equipment, continuation of a pre-existing non-conforming residential use, a variance to permit three uses on one lot consisting of a residential use, storage of seal coating and line striping equipment and farming and for waiver of formal site plan review and approval is hereby granted, subject to the following conditions:

1. The applicant shall obtain all other necessary governmental approvals from State, County, Federal and Municipal governmental agencies or bodies. If the applicant fails to obtain and execute a zoning permit within six months of this approval, then this approval shall be null and void and no permit shall be issued.

2. The applicant shall satisfy all outstanding fees and escrows prior to the granting of construction permits or

issuance of a Certificate of Occupancy.

3. All vehicles, equipment and supplies shall be stored inside. There shall be no outside storage.

4. The site shall be utilized by employees only with no public or retail use.

5. The residence shall be occupied by the owner of the business and shall not be a rental unit.

6. The applicant shall make aesthetic improvements to the exterior of the garage and shall pave the driveway and provide the four employee parking places as proposed on the plan.

7. The two large trees on site shall be maintained and the existing building mounted and pole lighting shall remain. The applicant shall comply with any requirements of the Township Fire Marshall.

8. Cleaning of the vehicles and equipment and disposal of debris shall take place off site.

9. In lieu of posting a performance guarantee and inspection fees, the applicant's engineer shall provide a certification that all improvements have been completed as set forth on the plan submitted with the application.

10. The applicant shall comply with all comments set forth in the Zoning Board Engineer's review letter dated November 23, 2015 if not already addressed herein.

FRANKLIN TOWNSHIP
ZONING BOARD OF ADJUSTMENT

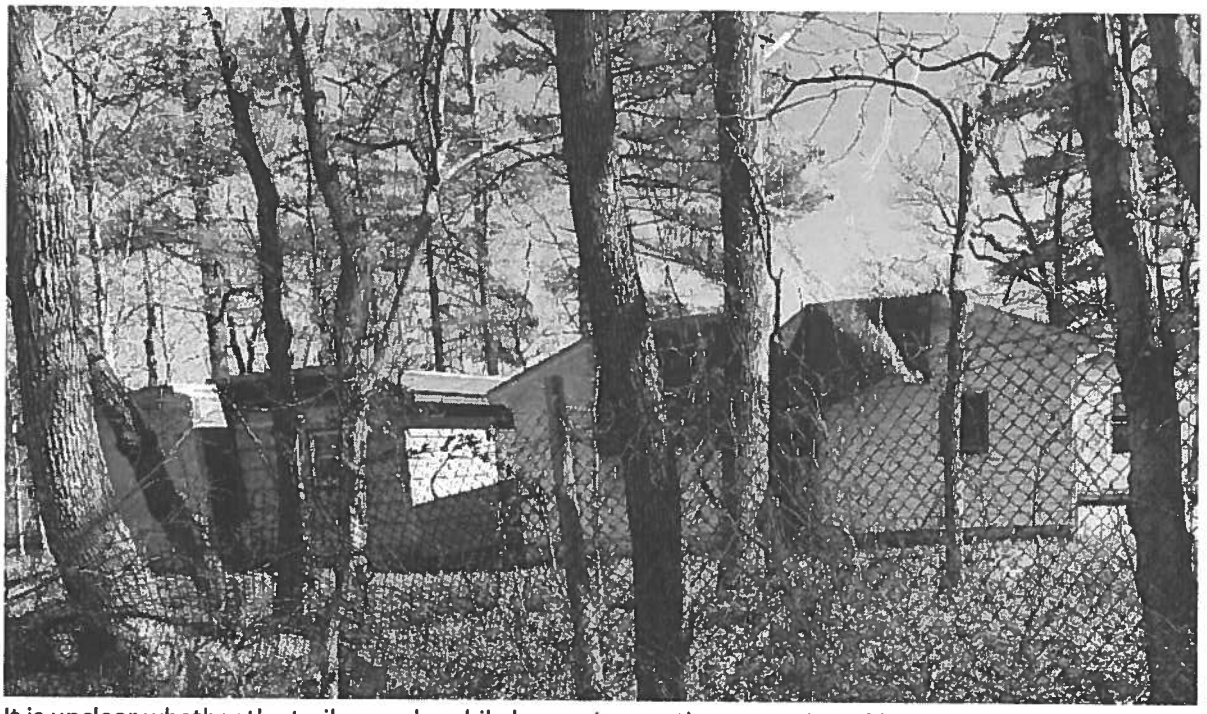
John Gravenor, Chairman

ATTEST:

E. Lynne Rafuse, Secretary

1664 Delsea Drive (Block 1401, Lot 102) is owned by Amazing Grace Community Church, whose address is 325 Pennsylvania Avenue, Franklinville, NJ 08322.

This is one of a number of parcels owned by Amazing Grace Community Church. The others include Block 1401, Lots 69 (Q-Farm), 77 (mostly Q-Farm), 80 (Exempt – Parsonage), 87, 89, 104 (Q-Farm), 105 (Q-Farm), 107 (Q-Farm), 111 (Q-Farm and Exempt - Veterans Housing), 112 (Q-Farm), and 115 (Q-Farm).



It is unclear whether the trailers and mobile homes in question are on Lot 102, or Lots 104 or 105 or 87. Lots 104 and 105 are partially zoned Highway Commercial and partially zoned Residential/Agricultural. Lots 102 and 87 are completely within the Highway Commercial zone. Permitted uses in the Highway Commercial zone are as follows:

A. Principal uses.

- Business and commercial uses (including but not limited to building materials, hardware, garden centers, general merchandise stores, food stores, apparel and accessory stores, furniture, home furnishings and equipment, miscellaneous retail, special trade contractors).
- Professional and business offices (depository institutions, nondepository credit institutions, security, commodity brokers and services, insurance carriers, real estate, holding and other investment offices, business services, health services, legal services, educational services, engineering and management services).
- Personal services establishments.
- Funeral homes, provided that each funeral home shall be entitled to a residential accessory use.
- Diners and restaurants, including drive-through restaurants.
- Bars, pubs and taverns.
- Government buildings.
- Public utilities and public utility substations.
- Mass transit stations and depots.
- Child-care centers.
- Houses of worship.
- Clubs, lodges and fraternal organizations.
- Pet care services.
- Self-storage facilities.

B. Accessory uses.

- Indoor storage of goods that are sold on site (not warehousing).
- Limited manufacturing and assembly incidental to the on-site retail business such as, but not limited to, bakery, silk screening, etc.
- Parking.
- Signs.
- Enclosures for the storage of trash and recyclable materials.
- Fencing.

C. Conditional uses.

- Automobile fueling stations when part of a larger planned development.
- New automobile sales and service facilities.
- Kennels.
- Local communications facilities when part of a larger planned development.
- Assisted living centers, nursing homes and convalescent centers.
- Planned villages: Residential uses are permitted as part of a planned village and, in no case, shall any residential use be permitted within 200 feet of the street lines of Delsea Drive or Harding Highway. Villages may include single-family detached, semidetached, townhouses and multifamily dwellings, provided that they are

designed in accordance with the conservation subdivision standards provided for in this plan in § 253-107G. Up to 25% of the developed land in a village may be used for nonresidential purposes. A minimum tract area of 50 acres shall be required for a village.

Although the storage of mobile homes (not set up) is not a specifically excluded use, there is nothing to indicate that it would be a permitted use unless, perhaps, the mobile homes were part of a business operation, i.e. they were being offered for sale to the public, in which case they would likely require a used merchandise license, as at least some of them appear to be used.

The Used Merchandise Sales Ordinance (Chapter 368) reads in part as follows:

§ 368-1 License required.

No person or persons, firm or corporation shall engage in the business of buying and/or selling used merchandise, antiques, equipment, building materials and other personal property; that is to say, no person or persons, firm or corporation shall keep and maintain a building, yard, space or place in the Township of Franklin for the purpose of buying or selling used secondhand merchandise, antiques, equipment, furniture, toys, household appliances, lumber and building materials, including any article used in the building and construction of a home or other building, plumbing fixtures, heating plants of any nature and parts thereof, automobile parts and equipment, pipe, electric fixtures or any other used or secondhand or personal property of every kind and nature whatsoever without being licensed so to do by the Township Committee of the Township of Franklin. However, this chapter shall not apply to persons who are displaying and selling used merchandise totally within the confines of a building or other structure. Any display or sale of used merchandise outside the confines of said structure shall be within the purview of this chapter.

It does not appear, however, that the mobile homes or trailers are part of any commercial business. Likewise, the storage of trailers would not be permitted under Residential-Agricultural Zoning. In R-A Residential Agricultural Districts, land may be used and buildings or structures erected, altered or used for any of the following purposes and no other:

A. Single-family detached dwellings.

B. Open space land in accordance with § 253-109 as hereinafter provided.

C. Nonresidential uses as follows:

- Agricultural uses, including horticultural, wholesale nurseries, and the raising of crops and livestock, except as otherwise restricted, and buildings related to the same. Forestry in accordance with an approved woodland management plan, vacant woodlots and other similar silvicultural uses.

- Woodland preserve, game preserve, wildlife sanctuary, wildlife management or other similar conservation use including hunting, trapping and fishing in accordance with applicable fish and game regulations.
- Municipal building, police station, municipal park, municipal recreation area, garage for storage and repair of municipal or School Board equipment, municipal library, fire station, emergency medical services building, private or parochial school or School Board office, municipal sewage plant and other municipal uses.
- Privately owned outdoor recreation area such as parks, picnic grounds, equestrian academy, natural swimming area, golf course and golf driving range, provided that:
    - The minimum lot size is 15 acres.
    - The use and its design are compatible with the natural character of the site and developed areas surrounding the proposed use.
    - The uses include any accessory structures required for the operation of such outdoor activity.
    - Any such commercial activity as is permitted or parking area shall be screened or separated from a public street or from an adjoining property by a buffer strip of not less than 100 feet in width if grass or 50 feet in width if wooded or at the option of the applicant by a fifty-foot wide landscaped buffer with a fence six feet in height at the point of the buffer nearest the commercial activity, to assure that the proposed use shall not detract from or adversely affect the surrounding properties.
- Accessory uses customarily incidental to the principal uses, such as follows:
    - An office or studio of a physician, dentist, lawyer, musician, architect, engineer or other professional person, when located within or directly connected to the dwelling used by such professional person as his private dwelling.
    - Home occupations as defined by Franklin Township Ordinance § 253-190.10.
    - A private garage for not more than three vehicles, provided that such garage is located at the rear of the lot or is directly connected to the dwelling.
    - Signs as permitted in Article XXXIV of this chapter.
    - Fences and swimming pools in accordance with Franklin Township ordinances.
    - Farm labor facilities, customary farm buildings for livestock, for the storage of farm products or equipment or for the processing of farm products excepting therefrom the processing of livestock or as otherwise permitted by New Jersey statutes regarding agricultural uses.
    - Private noncommercial athletic courts and sports fields provided that no outdoor lighting shall be permitted. Athletic courts and fields shall be buffered from adjoining residential properties by either a fifty-foot buffer or a six-foot high opaque fence.

- Parking lot, including driveway.

D. The following uses when authorized as a conditional use by the Planning Board:

- Houses of worship.
- Cemeteries, provided that the lot area for such use shall not be less than 20 acres.
- Hospital.
- Public utility installation.
- Mass transit station, rail or bus.
- Convalescent home.
- Club or lodge organized for fraternal or social purposes, provided that the chief activity shall not be one which is customarily carried on as a business and provided that the buildings and services shall be for the members and their guests.
- Accessory uses shall be permitted on the same lot with and incidental to any principal use.

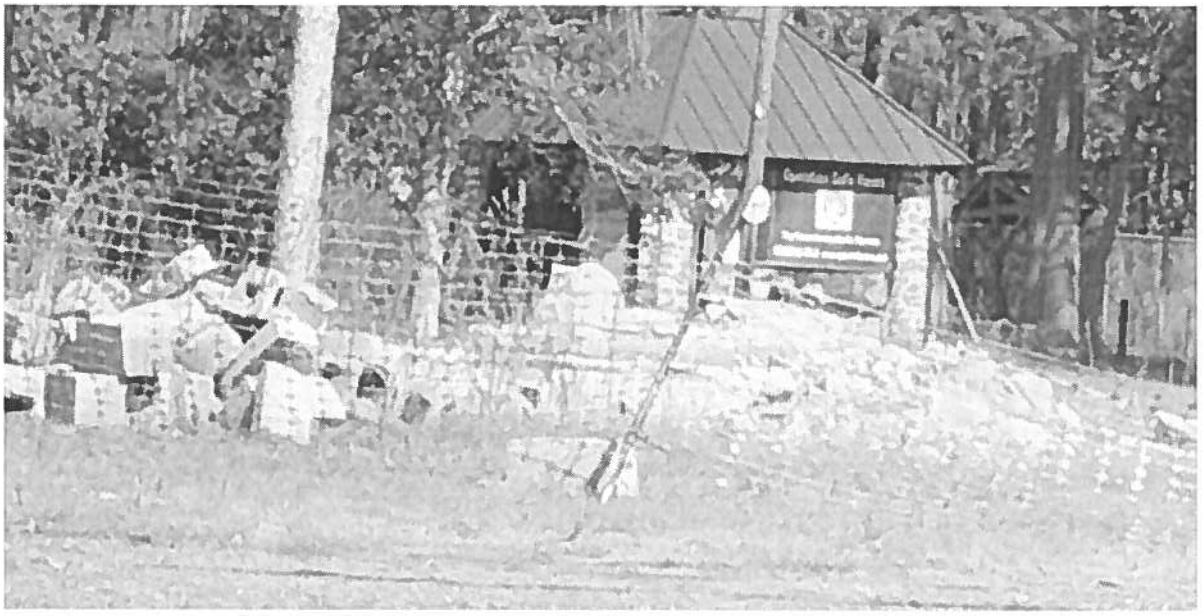
Furthermore, if the mobile homes are being stored on one of the properties that is currently farmland assessed, this could jeopardize the farmland assessment and would not be permitted. A notice of violation can be sent related to the storage of the mobile homes and trailers (these are not the type of trailers that would require registration). As a word of caution, though, this may be opening a hornets' nest, as it will bring into question the entire veteran's housing issue, which is not a permitted use in any zoning and is not a pre-existing non-conforming use, as has been suggested.

As far as the partially demolished building is concerned, the debris is in violation of Property Maintenance Ordinance (Chapter 295), which reads as follows:

§ 295-4 Obnoxious debris prohibited.

It shall be unlawful for any owner or owners, occupant or occupants of any lot or lots within the Township of Franklin to allow, store or keep the accumulation of filth, garbage, trash, debris, junk vehicles or bulky waste which will prevent free or uninterrupted passage or become a public health, safety or fire hazard thereon or which is an adverse effect or impairment of visual or aesthetic scenes or vistas or is a nuisance or annoyance or interference with the overall enjoyment or general well-being of the public.

There is a significant amount of debris remaining, along with orange plastic fencing, and while there may be some issue proving the effect beyond a reasonable doubt, it would likely meet the standard for this ordinance if the administrator wants to issue a notice of violation. A sample notice of violation for this property is attached to the end of this section. The solicitor has reviewed and approved the letter.



For information purposes, the 1-acre lot with an office at 1664 Delsea Drive is assessed at $150,000 and taxes are currently $5,247 per year. It does not appear that the taxes have been adjusted to reflect the recent demolition of a portion of the building that was on this property.

Prior to demolition:

After demolition:

TOWNSHIP OF FRANKLIN
1571 DELSEA DRIVE
FRANKLINVILLE, NJ 08328-0300
Telephone (856) 694-1234
Fax (856) 694-2823
www.franklintownship.com

Amazing Grace Ministries
c/o Donnie Davis
1664 Route 47
Franklinville, NJ 08322

Re: 1664 Route 47

Dear Mr. Davis:

I am writing to inform you that there is great concern about the dilapidated property at 1664 Route 47, which is not being maintained. Franklin Township has Ordinances to protect the safety and well-being of its residents. The property at 1664 Route 47 is in violation of several Township Ordinances.

Specifically, Franklin Township Code§ 295-13 Public nuisance states:

All abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Township.

Franklin Township Property Maintenance Code defines "Blighted Property" as:

A. Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or

B. Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or

C. Properties cited for a public nuisance pursuant to the Township Code; or

D. Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lack maintenance as required by the Township and Zoning Codes

Additionally, pursuant to § 295-3, "Obnoxious growths are prohibited", whereby it provides:

"It shall be unlawful for any owner or owners, occupant or occupants of any developed lot or lots or any lot or lots approved for development and/or under construction within the Township of Franklin to allow any brush, tall uncultivated grass, weeds or other obnoxious growths or impediment to grow thereon or to allow dead or dying trees which if left in the natural state will

prevent free or uninterrupted passage and said growth or decay is likely to become a public health, safety or fire hazard or has an adverse effect or impairment of visual or aesthetic scenes or vistas or is a nuisance, annoyance or interference with the overall enjoyment or general well-being of the public."

The structures on the property noted are dilapidated to the point of collapse, and there are innumerable piles of rubble and debris.

These issues must be cleaned up immediately.

Specifically, please allow this letter to serve as Notice that you must address the problem and clean the property within ten (10) days. If you fail to clean the property, please be advised that charges will be filed against you in Municipal Court for violations of Township Ordinances.

Please be further advised that if you fail to address the problems with the property Franklin Township may address the issues with the property detailed above and assess the cost as a lien against the property according to Township Code.

Franklin Township Code Section 295-8 provides:

"Upon the failure of any owner or owners, occupant or occupants of any premises to remove brush, tall uncultivated grass, weeds, dead or dying trees or other obnoxious growth, filth, garbage, trash or other obnoxious debris, junk vehicles, bulky waste, unregistered vehicles, vehicle trailers or trailer coaches within 10 days after notification, the public officer shall cause the same to be removed."

If you have any questions or will agree to a schedule to remediate please contact me at 856-694-1234. Thank you in advance for your cooperation.

John Salvatore, Administrator

880 Delsea Drive (Block 1306, Lot 24) is owned by Lisabeth Gonzalez, whose address is 880 Delsea Drive, Franklinville, NJ 08322.

The property is situated in the Highway Commercial zone of the Township. Permitted uses in Highway Commercial are as follows:

A. Principal uses.

- Business and commercial uses (including but not limited to building materials, hardware, garden centers, general merchandise stores, food stores, apparel and accessory stores, furniture, home furnishings and equipment, miscellaneous retail, special trade contractors).
- Professional and business offices (depository institutions, nondepository credit institutions, security, commodity brokers and services, insurance carriers, real estate, holding and other investment offices, business services, health services, legal services, educational services, engineering and management services).
- Personal services establishments.
- Funeral homes, provided that each funeral home shall be entitled to a residential accessory use.
- Diners and restaurants, including drive-through restaurants.
- Bars, pubs and taverns.
- Government buildings.
- Public utilities and public utility substations.
- Mass transit stations and depots.
- Child-care centers.
- Houses of worship.
- Clubs, lodges and fraternal organizations.

- Pet care services.
- Self-storage facilities.

B. Accessory uses.

- Indoor storage of goods that are sold on site (not warehousing).
- Limited manufacturing and assembly incidental to the on-site retail business such as, but not limited to, bakery, silk screening, etc.
- Parking.
- Signs.
- Enclosures for the storage of trash and recyclable materials.
- Fencing.

C. Conditional uses.

- Automobile fueling stations when part of a larger planned development.
- New automobile sales and service facilities.
- Kennels.
- Local communications facilities when part of a larger planned development.
- Assisted living centers, nursing homes and convalescent centers.
- Planned villages: Residential uses are permitted as part of a planned village and, in no case, shall any residential use be permitted within 200 feet of the street lines of Delsea Drive or Harding Highway. Villages may include single-family detached, semidetached, townhouses and multifamily dwellings, provided that they are designed in accordance with the conservation subdivision standards provided for in this plan in § 253-107G. Up to 25% of the developed land in a village may be used for nonresidential purposes. A minimum tract area of 50 acres shall be required for a village.

The current use, which appears to be a four-apartment building, is not an approved use in this zoning. However, the use may be a pre-existing non-conforming use. A notice of violation can be sent and if this is a pre-existing, non-conforming use, the owner can provide that information in response to the notice.

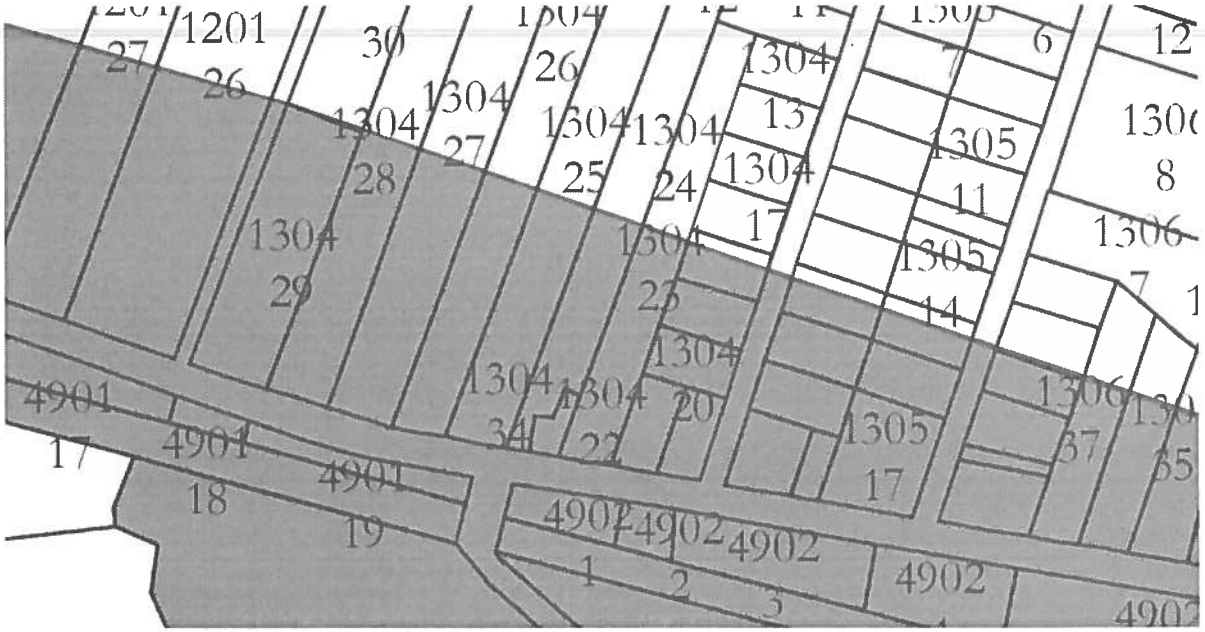
I understand that there may be some structural concerns, as well. I would advise the Committee to consult the Solicitor as to any obligations of the Township to provide housing for those evicted if action is taken in this regard. I believe that was a concern in the past.

Lynn Rafuse has informed me that there have been no applications or approvals of any type related to this property. I have notified the County as to Mr. Doyle's concerns related to well and/or septic issues.

Lastly, as far as the boat is concerned, I do not believe there is any violation related to storing a boat in the back yard of a residential property (even if its pre-existing non-conforming use as a residential property does not extend to all four units). I did not see any particular debris that would rise to the level of a violation. At this point, it is mostly the condition of the house itself that is in need of improvement, which the construction official will address.

For information purposes, the 1.38-acre lot with a single floor "apartment building" at 880 Delsea Drive is assessed at $257,100 and taxes are currently $8,977.93 per year.

1176 Delsea Drive (Block 1304, Lot 34) is owned by Jesse Brandimarto, whose address is 1182 Delsea Drive, Franklinville, NJ 08322.



The property in question is the tiny lot to the right of the notation 1304, 34. The property appears to have been abandoned prior to its purchase in 2018 by the present owner for $50,000. The present owner had also purchased the neighboring foreclosed house in 2016.

It appears that the building is being renovated as the house on the left side of the building also was, which is great for the Township.

I do not see any falling down building, storage containers or scrap piles or the other issues Mr. Doyle would like addressed. There did appear to be some equipment, maybe a trailer, behind the property

(this would be on a different property), but I do not find any ordinance violation. Maybe this is not the correct address for the property in question??

For information purposes, the .14-acre lot with a retail store at 1182 Delsea Drive is assessed at $138,400 and taxes are currently $4,832.93 per year.

940 Delsea Drive (Block 1306, Lot 27) is owned by Malaga Car Wash & Service Station, whose address is 747 Carter Hill Rd., West Deptford, NJ 08066.

The property is situated in the Highway Commercial zone of the Township. Permitted uses in Highway Commercial are as follows:

A. Principal uses.

- Business and commercial uses (including but not limited to building materials, hardware, garden centers, general merchandise stores, food stores, apparel and accessory stores, furniture, home furnishings and equipment, miscellaneous retail, special trade contractors).
- Professional and business offices (depository institutions, nondepository credit institutions, security, commodity brokers and services, insurance carriers, real estate, holding and other investment offices, business services, health services, legal services, educational services, engineering and management services).
- Personal services establishments.
- Funeral homes, provided that each funeral home shall be entitled to a residential accessory use.
- Diners and restaurants, including drive-through restaurants.
- Bars, pubs and taverns.
- Government buildings.
- Public utilities and public utility substations.
- Mass transit stations and depots.
- Child-care centers.
- Houses of worship.
- Clubs, lodges and fraternal organizations.

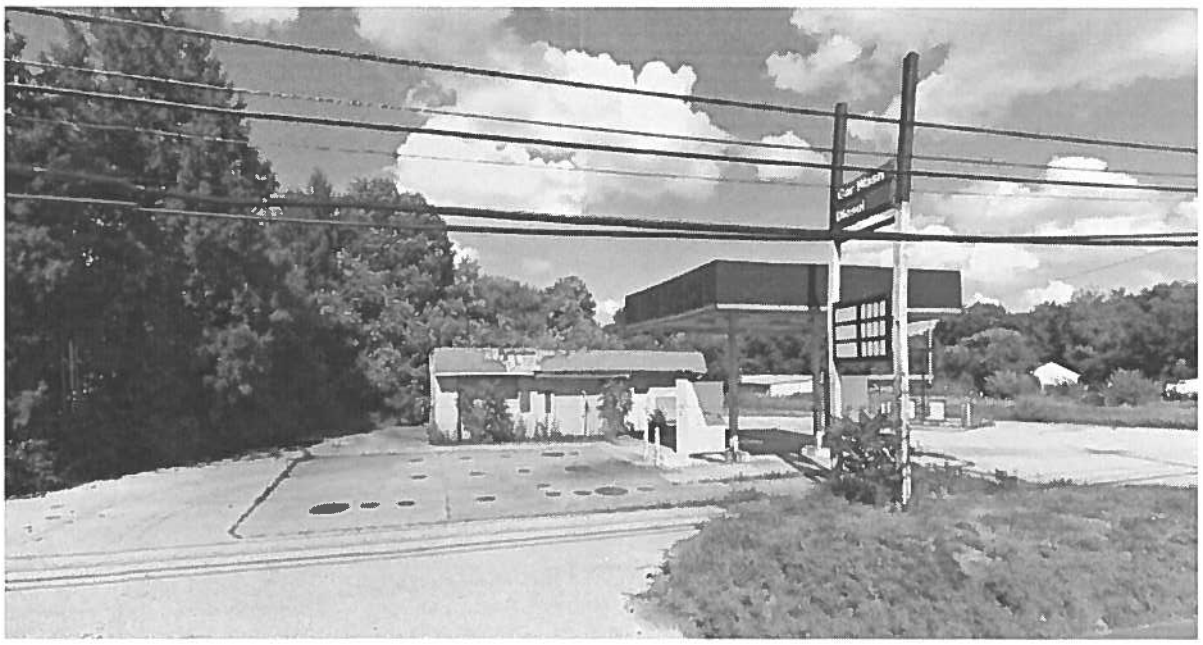
- Pet care services.
- Self-storage facilities.

B. Accessory uses.

- Indoor storage of goods that are sold on site (not warehousing).
- Limited manufacturing and assembly incidental to the on-site retail business such as, but not limited to, bakery, silk screening, etc.
- Parking.
- Signs.
- Enclosures for the storage of trash and recyclable materials.
- Fencing.

C. Conditional uses.

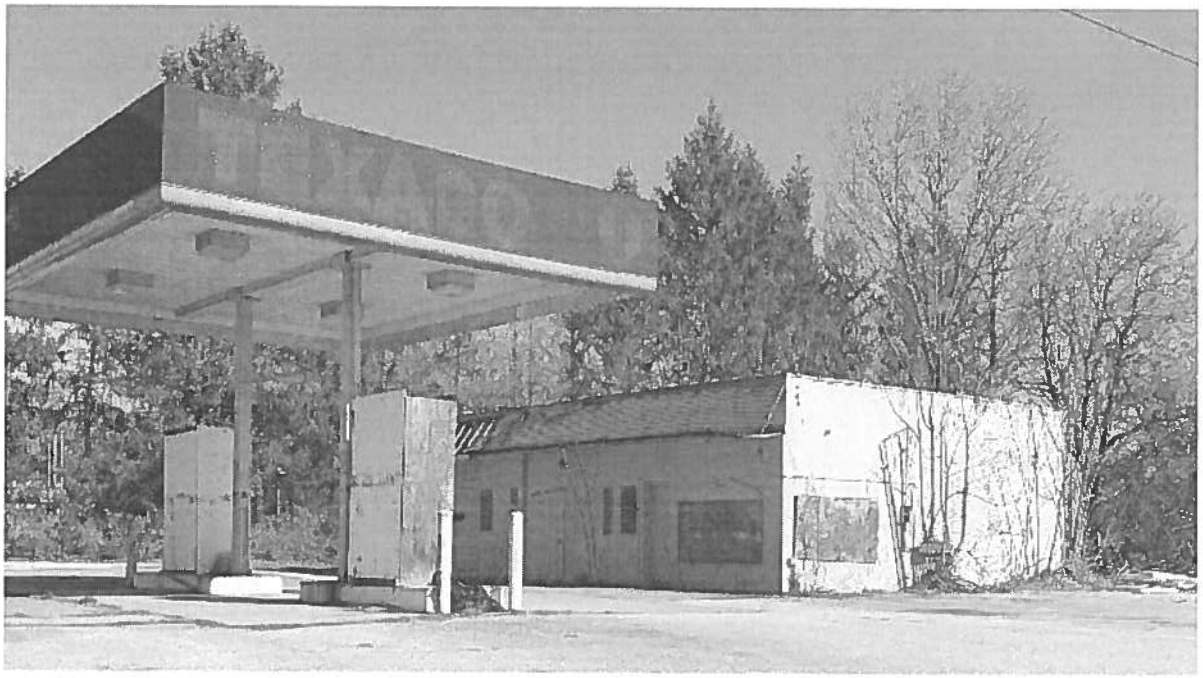
- Automobile fueling stations when part of a larger planned development.
- New automobile sales and service facilities.
- Kennels.
- Local communications facilities when part of a larger planned development.
- Assisted living centers, nursing homes and convalescent centers.
- Planned villages: Residential uses are permitted as part of a planned village and, in no case, shall any residential use be permitted within 200 feet of the street lines of Delsea Drive or Harding Highway. Villages may include single-family detached, semidetached, townhouses and multifamily dwellings, provided that they are designed in accordance with the conservation subdivision standards provided for in this plan in § 253-107G. Up to 25% of the developed land in a village may be used for nonresidential purposes. A minimum tract area of 50 acres shall be required for a village.



Since the property has been abandoned for more than one year, it is no longer a pre-existing non-conforming use. Therefore, it would need a use variance to reopen as a gas station since it does not meet the conditional use requirement of being part of a larger planned development.

Additionally, the property has two liens from the NJEDA attached. The one from 1999 is for $244,335 and the one from 2000 is for $5,665. Both appear to be from costs incurred in the removal and/or cleanup from underground storage tanks. However, this property still appears on the DEP list of known contaminated sites.

In 2009, Franklin Township recorded a tax sale lien against the property for unpaid 2008 taxes. In 2014, likely in error (possibly fortunate error), the property was again sent to tax sale and a lien by a private business (MTAG Cust FIG Cap Inv NJ13), which supersedes our prior lien, was recorded in 2015. In 2017, Franklin Township again recorded a lien for unpaid taxes in 2014, which was subsequently cancelled. A copy of the liens are attached to the end of this section.



The result of all this is an abandoned property with little hope of change. A copy of the lien redemption amount on the property is attached to the end of this section. There seem to be some conflicts between the liens and the redemption calculation. However, even if the property is foreclosable by the Township now or at some later point, it is likely a liability given its status on the Known Contaminated Sites list. An environmental assessment would have to have been done to evaluate the cost and benefits of foreclosure.

Overall, there is not much that can be done related to this property at this point other than sending a notice of violation to the owner for any obnoxious growths or debris. Assuming the owner does not respond, the township can then perform the necessary work and lien the property. The risk, of course, is that the costs are likely unrecoverable. This should be referred to the Solicitor for evaluation before any actions are taken. At this point, I did not see any urgent problems that need to be addressed. However, I suspect that in spring there will be an overgrowth situation and, at some point, the building

and canopy will need to be referred to the construction official and may need to be demolished. Unfortunately, the Township will likely bear the cost of these expenses.

For information purposes, the .82-acre lot with an abandoned gas station at 940 Delsea Drive is assessed at $181,500 and taxes are currently $6337.98 per year.

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE
No. 08-00054

I, Lawrence J. Nightlinger, Jr., COLLECTOR OF TAXES of the taxing district of the TOWNSHIP of FRANKLIN in the COUNTY of Gloucester and State of New Jersey, do hereby certify that on the 17th day of December, 2008 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to Township of Franklin

whose address is 1571 Delsea Drive, Franklinville, NJ 08322

for Three Thousand Nine Hundred Seventy One dollars and Fifty One cents, the land in said taxing district described as Block No. 1306 Lot No. 27, and known as 940 DELSEA DR, on the tax duplicate thereof and assessed thereon to MALAGA CAR WASH & SERVICE STATION
Adtl Lots: TEXACO GAS STATION.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2008			
	3,654.19 DOCKET# 966	210.04 DB 4619 P 116	3,864.23
Assessments For Improvements			
	DOCKET# 969	MB 11546 P 304	
Total Cost of Sale	107.28		107.28
Total			3,971.51
Premium (if any) Paid	0.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of 18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after December 31, 2007; municipal authority charges accruing after December 31, 2007 and assessment installments not yet due, amounting to 0.00 dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of December, 2008.

STATE OF NEW JERSEY
COUNTY OF: Gloucester

SEAL

Lawrence J. Nightlinger, Jr., COLLECTOR OF TAXES

BE IT REMEMBERED, that on this 26th day of December 2008 before me a Notary Public of New Jersey, personally appeared Lawrence J. Nightlinger, Jr., the Collector of Taxes of the taxing district of FRANKLIN TOWNSHIP in the County of Gloucester, who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: Lawrence J. Nightlinger, Jr., PREPARER

Jacqueline A. Pace, NOTARY PUBLIC
JACQUELINE A. PACE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 28, 2013

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes this acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERT: 1291983
Block: 1306 Lot: 27
Qualifier:
No. 14-00356

I, JOANNA L POTOPCHUK, COLLECTOR OF TAXES of the taxing district of the FRANKLIN TOWNSHIP in the COUNTY of GLOUCESTER and State of New Jersey, do hereby certify that on the 17th day of December, 2014 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to MTAG Cust FIG Cap Inv NJ13

whose address is 8323 Ramona Blvd. West
Suite 2, Jacksonville, FL 32221

for Six Thousand Three Hundred Nine dollars and Twenty Nine cents, the land in said taxing district described as Block No. 1306 Lot No. 27, and known as 940 DELSEA DR, on the tax duplicate thereof and assessed thereon to MALAGA CAR WASH & SERVICE STATION.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2014	5,631.95	502.34	6,134.29
	MB 14248 DOCKET# 00009988	24	
Assessments For Improvements			
Total Cost of Sale	175.00		175.00
Total			6,309.29
Premium (if any) Paid	0.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of 18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after December 31, 2014; municipal authority charges accruing after December 31, 2014, and assessment installments not yet due, amounting to 0.00 dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of January, 2015.

STATE OF NEW JERSEY
COUNTY OF: GLOUCESTER

Joanna L Potopchuk
JOANNA L POTOPCHUK, COLLECTOR OF TAXES

SEAL

BE IT REMEMBERED, that on this 13th day of January 2015 before me a Notary Public of New Jersey, personally appeared JOANNA L POTOPCHUK the Collector of Taxes of the taxing district of FRANKLIN TOWNSHIP in the County of GLOUCESTER, who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: Joanna L Potopchuk
JOANNA L POTOPCHUK, PREPARER

Marie T. Celia
MARIE CELIA, NOTARY PUBLIC

MARIE T. CELIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 13, 2017
ID # 2207228

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate of sale, the collector, the Notary Public who takes this acknowledgement, and the preparer shall be printed, typed or stamped beneath such signature the name of the person that signed.

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE
No. 16-00045

I, JOANNA L POTOPCHUK, COLLECTOR OF TAXES of the taxing district of the TOWNSHIP of FRANKLIN in the COUNTY of GLOUCESTER and State of New Jersey, do hereby certify that on the 15th day of December, 2016 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to Township of Franklin

whose address is 1571 Delsea Drive, Franklinville, NJ 08322

for Seven Thousand Three Hundred Eighty One dollars and Eight cents, the land in said taxing district described as Block No. 1306 Lot No. 27, and known as 940 DELSEA DR, on the tax duplicate thereof and assessed thereon to MALAGA CAR WASH & SERVICE STATION.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2014	5,631.95	1,574.13	7,206.08
	MB 14940 DOCKET# 00000240	289	
Assessments For Improvements			
Total Cost of Sale	175.00		175.00
Total			7,381.08
Premium (if any) Paid	0.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of 18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after December 31, 2016; municipal authority charges accruing after December 31, 2016 and assessment installments not yet due, amounting to 0.00 dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of December, 2016.

STATE OF NEW JERSEY
COUNTY OF: GLOUCESTER

Joanna L Potopchuk (SEAL)
JOANNA L POTOPCHUK, COLLECTOR OF TAXES

BE IT REMEMBERED, that on this 16th day of December 2016 before me a Notary Public of New Jersey, personally appeared JOANNA L POTOPCHUK, the Collector of Taxes of the taxing district of FRANKLIN TOWNSHIP in the County of GLOUCESTER, who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: Joanna L Potopchuk
JOANNA L POTOPCHUK, PREPARER

MICHELE R. SCHREIFUHREZ, NOTARY PUBLIC
MICHELE R. SCHREIFUHREZ
NOTARY PUBLIC NEW JERSEY
COMMISSION EXPIRES JULY 15, 2020

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the Collector, the Notary Public who takes this acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

Certificate: 08-00054
Prop Loc: 940 DELSEA DR

Owner: MALAGA CAR WASH & SERVICE STATION
Address: 747 CARTER HILL DR
WEST DEPTFORD, NJ 08066

Type of Lien: Municipal
Interest Rate:18.00
Apr 2: N
Premium: 0.00

Block/Lot/Qual: 1306. 27.
Sale Date: 12/17/08
Redemption Calculation Date: 04/02/20
Include Current Charges: Y

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	3,654.19	210.04	3,864.23

Cost:	107.28	
Total Certificate:		3,971.51
#Days: 4065 Per Diem: 1.985755 Int on Cert:		8,072.09
Redemption Penalty (2.00 %):		79.43
Total:		12,123.03

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Tax	2009	1	02/01/09	913.55	18.00	0.456775	4021	1,836.69	2,750.24
Tax	2009	2	05/01/09	913.55	18.00	0.456775	3931	1,795.58	2,709.13
Tax	2009	3	08/01/09	938.46	18.00	0.469230	3841	1,802.31	2,740.77
Tax	2009	4	11/01/09	938.46	18.00	0.469230	3751	1,760.08	2,698.54
Tax	2010	1	02/01/10	926.01	18.00	0.463005	3661	1,695.06	2,621.07
Tax	2010	2	05/01/10	926.00	18.00	0.463000	3571	1,653.37	2,579.37
Tax	2010	3	08/01/10	948.73	18.00	0.474365	3481	1,651.26	2,599.99
Tax	2010	4	11/01/10	1,008.15	18.00	0.504075	3391	1,709.32	2,717.47
Tax	2011	1	02/01/11	952.23	18.00	0.476115	3301	1,571.66	2,523.89
Tax	2011	2	05/01/11	952.22	18.00	0.476110	3211	1,528.79	2,481.01
Tax	2011	3	08/01/11	991.12	18.00	0.495560	3121	1,546.64	2,537.76
Tax	2011	4	11/01/11	991.11	18.00	0.495555	3031	1,502.03	2,493.14
Tax	2012	1	02/01/12	971.67	18.00	0.485835	2941	1,428.84	2,400.51
Tax	2012	2	05/01/12	971.67	18.00	0.485835	2851	1,385.12	2,356.79
Tax	2012	3	08/01/12	1,015.81	18.00	0.507905	2761	1,402.33	2,418.14
Tax	2012	4	11/01/12	934.52	18.00	0.467260	2671	1,248.05	2,182.57
Tax	2013	1	02/01/13	973.42	18.00	0.486710	2581	1,256.20	2,229.62
Tax	2013	2	05/01/13	973.42	18.00	0.486710	2491	1,212.39	2,185.81
Tax	2013	3	08/01/13	1,744.55	18.00	0.872275	2401	2,094.33	3,838.88
Tax	2013	4	11/01/13	1,798.99	18.00	0.899495	2311	2,078.73	3,877.72
Misc	2013	3	12/04/13	700.00	18.00	0.350000	2278	797.30	1,497.30
Tax	2014	1	02/01/14	1,372.60	18.00	0.686300	2221	1,524.27	2,896.87
Tax	2014	2	05/01/14	1,372.59	18.00	0.686295	2131	1,462.49	2,835.08
Tax	2014	3	08/01/14	1,421.60	18.00	0.710800	2041	1,450.74	2,872.34
Tax	2014	4	11/01/14	1,465.16	18.00	0.732580	1951	1,429.26	2,894.42

Balance Type	Year Prd	Date	Prin/Penalty	Interest	Total
CURRENT CHARGES:					
TOTAL			0.00	0.00	0.00
TOTAL CURRENT CHARGES			0.00	0.00	0.00

LIEN REDEMPTION + CURRENT CHARGES:

Principal	60,536.40
Interest	60,193.70
Redemption Penalty	79.43
Tax Penalty	910.46
Recording Fees	20.00
Other Charges	0.00
TOTAL DUE	121,739.99

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, December 07, 2020 5:20 AM
To: John Bruno; Community Development Director
Subject: Report

Good morning! This past week, I was honored to assist Deputy Mayor Flaim in the most minor of ways with the Committee initiative to bring some Christmas magic to the children of our community. Additionally, as always, I performed grant research and review, and am curious where the Committee is on sustainable NJ initiatives. Please let me know.

Last week, this grant was reviewed, (**Bicycle Infrastructure and Advocacy Projects)** and it may be helpful in securing something for Pennsylvania Avenue, which I have discussed with Jim W. from CME as well. Let me know when you wish to discuss, and as always, please advise if there is anything I can do to assist with any project in any way.

I was in contact with a solar representative who wishes to appear before the EDC, but as you know, the meeting for December was canceled due to COVID concerns. Thank you both! Have a great week!

Best,
Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, May 27, 2021 12:02 PM
To: Heydel, Kevin (DCA); Matthew P. Lyons
Subject: Fwd: FW: LEAP
Attachments: LEAP_001359.pdf

Dear Mr. Heydel:

Attached please find documents required for the issuance of the grant. Again, your kindness and assistance are greatly appreciated. Please let us know if anything else is needed.

Best,
Nancy Kennedy, Esq.
Community Development Director

---------- Forwarded message ---------
From: **Matthew P. Lyons** <MLyons@gklegal.com>
Date: Thu, May 27, 2021 at 11:52 AM
Subject: FW: LEAP
To: Community Development Director <cdd@franklintownship.com>

Nancy

Attached are all the executed documents regarding LEAP.

Do you have a direct contact we can forward these to?

Thanks.

Matthew P. Lyons, Esq.

Gebhardt & Kiefer, P.C.

1318 Route 31 North

Annandale, NJ 08801

Phone: (908) 735-5161 x110

Fax: (908) 735-9351

Email: mlyons@gklegal.com

www.gklegal.com

TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-96-21

ACCEPTING AND APPROVING THE LOCAL EFFICIENCY ACHIEVEMENT PROGRAM IMPLEMENTATION GRANT AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE TOWNSHIP OF FRANKLIN
AND
THE SHARED SERVICES AGREEMENT BETWEEN FRANKLIN TOWNSHIP, FRANKLIN TOWNSHIP BOARD OF EDUCATION & DELSEA REGIONAL BOARD OF EDUCATION FOR THE IMPLEMENTATION OF THE LOCAL EFFICIENCY ACHIEVEMENT PROGRAM

WHEREAS, on April 22, 2021, the Township of Franklin was awarded a LEAP Implementation Grant Funding in the amount of $16,644 for the purpose of implementing the Safe and Efficient Shared Mapping Initiative Project thru the terms and conditions set forth in an Agreement between the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township of Franklin (see attached Exhibit A); and

WHEREAS, the Township of Franklin, the Township of Franklin Board of Education and the Delsea Regional School District Board of Education have determined it is in their mutual best interests to enter into a Shared Services Agreement dated May 26, 2021 (see attached Exhibit B), regarding the utilization of the Local Efficiency Achievement Program – LEAP Implementation Grant;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Clerk of the Township of Franklin, County of Gloucester, State of New Jersey, are authorized and directed as follows:

1. To execute any documents necessary to effectuate the Local Efficiency Achievement Program Implementation Grant Agreement between the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township of Franklin.

2. To execute any documents necessary to effectuate the Shared Services Agreement dated May 26, 2021, between the Township of Franklin, the Township of Franklin Board of Education and the Delsea Regional School District Board of Education;

ADOPTED at a Township Committee meeting of the Township of Franklin on Tuesday, May 25, 2021.

Attest:

Barbara Freijomil, Clerk

Township of Franklin

John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, May 25, 2021.

Barbara Freijomil, Clerk

SHARED SERVICES AGREEMENT
FOR THE IMPLEMENTATION
OF THE
LOCAL EFFICIENCY ACHIEVEMENT PROGRAM

THIS SHARED SERVICES AGREEMENT ("Agreement") is made as of the 26th day of May, 2021 (the "Effective Date"), by and between, the Township of Franklin, (hereinafter "Franklin") having its principal place of business at 1571 Delsea Drive, Franklinville, NJ 08322; the Township of Franklin Board of Education (hereinafter "Franklin BOE"); having its principal place of business at 3228 Coles Mill Road, Franklinville; and the Delsea Regional School District Board of Education (hereinafter "Delsea BOE") having its principal place of business at 242 Fries Mill Road, Franklinville, NJ 08322, (collectively "the Parties"); for the utilization of the Local Efficiency Achievement Program – LEAP Implementation Grant.

WHEREAS, the New Jersey Department of Community Affairs has awarded a LEAP Implementation Grant in the amount of $16,644 for Safe and Efficient Shared Mapping Initiative.

WHEREAS, the Township has entered into an Implementation Grant Agreement with the State of New Jersey, Department of Community Affairs, Division of Local Governmental Services ("State") dated _____ outlining the specific terms and conditions of the funding.

WHEREAS, Franklin shall not be utilizing any of the funds directly.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Franklin, Franklin BOE and Delsea BOE do hereby agree to the terms and conditions of sharing the LEAP Implementation Grant contained in the Agreement with the State.

[SIGNATURE PAGE TO FOLLOW]

Witnessed or Attested By:

Barbara Lagrand

THE TOWNSHIP OF FRANKLIN

By: .....

Witnessed or Attested By:

.....

FRANKLIN TOWNSHIP BOARD OF EDUCATION

By: .....

Witnessed or Attested By:

.....

DELSEA REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

By: .....

Witnessed or Attested By:

THE TOWNSHIP OF FRANKLIN

By: .....

Witnessed or Attested By:

FRANKLIN TOWNSHIP BOARD OF EDUCATION

By: .....

Witnessed or Attested By:

DELSEA REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

By: .....

Witnessed or Attested By:

Barbara Fuyuma

THE TOWNSHIP OF FRANKLIN

By: .....

Witnessed or Attested By:

Dawn Burrough

FRANKLIN TOWNSHIP BOARD OF EDUCATION

By: .....

Witnessed or Attested By:

Danielle Smith

DELSEA REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

By: Joseph M Collins

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

April 22, 2021

Ms. Nancy Kennedy, Esq.
Grant Administrator
Township of Franklin
1571 Delsea Drive
Franklinville, NJ 08322

Dear Ms. Kennedy:

Thank you for applying to the Shared Services Czars and Division of Local Government Services for a Local Efficiency Achievement Program (LEAP) Implementation Grant to support the Safe and Efficient Shared Mapping Initiative Project. As you are aware, the LEAP Implementation Grant exists to support projects that demonstrate breadth of collaboration and innovation among New Jersey communities, and that have the potential to produce expansive and efficiency-generating shared services. We enjoyed learning about your project and appreciate your efforts toward increasing shared services in your community.

On behalf of Governor Phil Murphy, Lieutenant Governor and New Jersey Department of Community Affairs Commissioner Sheila Oliver, and the Shared Services Czars, we are pleased to inform you that after a thorough evaluation process, you are being awarded LEAP Implementation Grant funding in the amount of $16,644 (Sixteen Thousand Six Hundred Forty Four Dollars). All proceeds from this grant are to be used exclusively for the purpose of implementing the Safe and Efficient Shared Mapping Initiative Project.

Prior to disbursement of LEAP Implementation Grant funds, a grant agreement (attached) between the participants and the Division must be executed. Once received and reviewed, please execute the grant agreement and return one copy via email to: dlgs.leapgrant@dca.nj.gov no later than May 29, 2021. A fully executed copy of the agreement will be returned to you for your records. Following execution of the agreement, you may begin submitting for reimbursement of costs associated with your shared services project in accordance with the terms and conditions of the grant agreement.

Congratulations on embarking on a new shared services initiative. We look forward to providing assistance as you implement your shared services project and encourage you to continue to explore and expand your shared service initiatives in the future.

Sincerely,

Jordan Glatt
Shared Service Co-Czar

Nicolas W. Platt
Shared Service Co-Czar

Jacquelyn A. Suárez

Jacquelyn Suarez, Director
Division of Local Government Services

LOCAL EFFICIENCY ACHIEVEMENT PROGRAM IMPLEMENTATION GRANT AGREEMENT BETWEEN THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES

AND

Franklin Township

FY 2021/2022 GRANT # I-2021-2022-08

A grant contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections: A. Specific Terms and Conditions; B. Agreement Budget C. Work Plan; and D. Program Provisions. By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February 1998 (Last Amended April 2018). The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the activities and scope of work as described in, Section C. of this Grant Agreement. The provisions of this Grant Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs, Division of Local Government Services and the Recipient.

If this Grant Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT

By: _____ DATE: 5/25/21
(Grantee/Chief Administrative Officer)

NAME: John Bruno
(Print)

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY: DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY: _____
Jeannine DeHart, Administrative Analyst 4
Office of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: _____
Jacquelyn Suarez, Director
Division of Local Government Services

GRANT AGREEMENT DATA SHEET

PROJECT INFORMATION
FUNDING PROGRAM NAME: LEAP Implementation Grant
PROJECT TITLE: Safe and Efficient Shared Mapping Initiative
PROJECT AREA(S): Franklin Township and Delsea Regional School District

RECIPIENT INFORMATION
LEAD AGENCY LOCAL UNIT NAME: Franklin Township
ADDRESS: 1571 Delsea Drive, Franklinville, NJ 08322
CONTACT INFORMATION: Nancy Kennedy, Esq.

PARTICIPATING LOCAL UNIT NAME: Delsea Regional School District
ADDRESS: 242 Fries Mill Road, Franklinville, NJ 08322
CONTACT INFORMATION: Piera Gravenor, Superintendent

PARTICIPATING LOCAL UNIT NAME:
ADDRESS:
CONTACT INFORMATION:

STATE INFORMATION
DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Local Government Services
ADDRESS:101 South Broad Street, 2nd Floor, P.O. Box 803, Trenton, NJ08625
CONTACT PERSON: Laurie Ann Doyle
TELEPHONE NUMBER: (609) 292-4132

FUNDING AMOUNT AND SOURCE OF FUNDS
ACCOUNT NUMBER: 2021-495- 022-8030-667
AMOUNT: $16,644

GRANT AWARD PERIOD
April 22, 2021 THROUGH: October 31, 2022
LENGTH OF AWARD PERIOD: 18 Months
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: December 31, 2022
PURPOSE OF GRANT: This award will provide funding for Safe and Efficient Shared Mapping Initiative

SECTION A: SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of this LEAP Implementation Grant Agreement, the Recipient Grantee agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant Agreement provisions are detailed as follows:

THIS AGREEMENT is made by and between the STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES, having offices at 101 South Broad Street, Trenton, NJ 08625-0800, hereinafter "DLGS" and "Municipality, County, Commission, School District or Authority" Lead Agency, Franklin Township, located at 1571 Delsea Drive, Franklinville, New Jersey, 08322, hereinafter "Grantee."

WHEREAS, to advance the Shared Services Czars' mission to promote and implement Grantee service sharing, consolidation, and regionalization, the State of New Jersey, through DLGS, has established the Local Efficiency Achievement Program ("LEAP") Implementation Grant, making funding available statewide to support New Jersey local units' development and implementation of shared service projects across the State of New Jersey; and

WHEREAS, LEAP grants provide reimbursement for qualifying expenses incurred in the implementation of a local or regional service agreement, or for the coordination of programs and services authorized under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq.; and

WHEREAS, LEAP Implementation Grant project criteria include advancing efficiency in the provision of services, improving operational effectiveness, reducing the cost of staff time associated with providing service, involving at least two governmental units, reflecting a documented commitment in the form of a certified governing body resolution from each participating local unit to proceed to implementation of the shared service, and identifying qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, LEAP Implementation Grant awards to eligible unit projects may be up to $250,000 per project, which may count for up to a maximum of seventy-five (75%) percent of qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, the project known as Safe and Efficient Shared Mapping Initiative which will provide funding for Safe and Efficient Shared Mapping Initiative shared service agreement,

between Franklin Township and Delsea Regional School District. has been selected for a LEAP Implementation Grant award.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE DLGS AND GRANTEE AGREE AS FOLLOWS:

1. **LEAP IMPLEMENTATION GRANT AMOUNT**: The DLGS awards a grant to Franklin Township in the amount of $16,644 for Safe and Efficient Shared Mapping Initiative.

2. The Grantee and all participating local units shall provide the following matching funds and/or in-kind services to the approved project: Safe and Efficient Shared Mapping Initiative.

3. **GRANTEE REPRESENTATION**: The Grantee hereby affirmatively certifies that:
   A. The Grantee possesses legal authority to accept LEAP Implementation Grant funds and shall provide a resolution, motion or similar action duly adopted as an official act by the Grantee authorizing acceptance of the LEAP Implementation Agreement, including all supplementary provisions and assurances contained herein; and

   B. The Grantee shall fully cooperate and make available to the DLGS information related to the LEAP Implementation Grant awardee project, results, techniques involved, and conclusions reached for purposes of publication or other use; and

   C. The executed shared service agreement, if any, between participating local, county or regional government agencies shall remain up-to-date and enforced throughout the LEAP Implementation Grant Award period.

The Grantee agrees and attests that if any of the representations made by the Grantee under this paragraph are intentionally or willfully false or fraudulent, the DLGS may immediately declare the Grantee in default of this LEAP Implementation Grant Agreement, allowing for the remedies as provided for herein.

4. **LEAP IMPLEMENTATION GRANT GENERAL PROCESS AND PROCEDURES**: The Grantee agrees as follows:

   A. The Grantee shall provide sufficient funds, resources and necessary supplies and/or equipment above and beyond grant amount to complete implementation of the shared service project for which funding was awarded; and

B. The Grantee shall not utilize LEAP Implementation Grant funds to support salaries, fringe benefits, rent, utilities, telephone maintenance, general administrative costs, early retirement incentive programs or costs related to alcohol, out-of-DLGS or out-of-country travel, prizes and awards, honoraria, lobbying expenses, fundraising events/expenses, grant-writing costs, fines and penalties, taxes, deficit funding and refreshments for meetings. If approved in advance, salaries are eligible during a limited transition period when the service is being implemented, but once the transition period is complete (no more than a three-year period) authorized salaries and other operating costs are local responsibilities; and

C. The LEAP Implementation Grant Award $16,644, Sixteen thousand six hundred forty four dollars, will be considered the maximum amount of assistance; the value of any time or other costs above the maximum grant amount approved by the LEAP shall not be reimbursable through LEAP; and

D. The LEAP Implementation Grant Award project period for this shared service implementation project is from April 22, 2021 to October 31, 2022, **hereinafter "Project Period Expiration Date."** Liquidation of obligations under this LEAP Implementation Grant Agreement shall be completed by: December 31, 2022; and

E. The Scope of Work Funded by the LEAP Implementation Grant Encompasses the activities delineated in Section C; and

F. The Grantee hereby agrees to perform the work in the authorized Scope of Work in the manner and upon the terms therein specified; and

G. Following execution of this LEAP Implementation Grant Agreement, the Grantee shall be permitted to move funds between authorized categories for eligible items without requesting prior approval from the DLGS; and

H. The Grantee shall submit a Financial Status Report (FSR) Expense Report, Payment Voucher and Project Progress Report with each reimbursement payment request. Copies of fully executed purchase orders and cancelled checks (front and back) documenting expenditure of funds for which reimburse nent is sought shall be included with reimbursement payment request. Reimbursement payment requests can be submitted at any time throughout the implementation project, however, must be submitted at least every three (3) months accompanied by a Project Progress Report. Reimbursement payments will be made via electronic transfer of funds to the account and financial institution identified by the Grantee in accordance with the Division's batch payment schedule. Reimbursement payment requests received more than two (2)

months after the close of the fiscal year during which costs were incurred cannot be guaranteed. The LEAP Implementation Grant is a reimbursed-based program. No advance payments or drawdown of grant funds shall be provided; and

I. The Grantee may request its final reimbursement payment at the conclusion the of approved project period set forth in subsection 3(d) above. The conclusion of the project cannot occur before the execution of the shared service agreement for which LEAP Implementation Grant funds were provided, except as otherwise provided in writing by the DLGS. Regardless of the date of the conclusion of the approved project period, a grant recipient must submit a final report documenting that all administrative responsibilities and required activities under the approved shared services project have been satisfactorily completed by the date of conclusion of the approved project period. The report must describe the benefits derived from the LEAP Implementation Grant Award and specify challenges or barriers confronted during implementation, savings realized, efficiencies achieved, quality of service improvement and the transferability of the project/program to other jurisdictions; and

J. The Grantee shall comply with LEAP Implementation Grant Agreement stipulations, standards, or conditions; failure to do so could result in suspension of agreement, withholding of further grant payments, prohibition of additional obligations or project funds pending corrective action, disallowance of all or part of the cost associated with the noncompliance and termination of agreement or taking of other available legal remedies; and

K. The LEAP Implementation Grant Award shall be considered closed upon full satisfaction of all conditions and covenants contained herein and upon closeout of the LEAP Implementation Grant Agreement by the DLGS; and

L. The Grantee shall maintain and retain accounting and other grant-related records and information for the duration of the project funded by the grant, as required by applicable DLGS and local laws and regulations, for no less than two (2) calendar years. Such records shall be subject to examination, audit and inspection by the DLGS and/or other federal, DLGS, or local agency that has jurisdictional authority.

5. **METHOD OF PAYMENT:**

A. Payment under this LEAP Implementation Grant Agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive

payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.

B. Progress payments are to be made on a periodic basis. Such payments shall be processed only upon receipt of the required financial and narrative reports. Payments are to be made in the form of reimbursement of documented expenditures.

C. The DLGS may withhold payment of any costs disallowed as improperly incurred under the terms, conditions and/or Scope of Work of this LEAP Implementation Grant Agreement.

6. **REPORTING OBLIGATIONS:** Extensions of reporting due dates may be granted upon written request to the DLGS. If reports are not submitted as required, the DLGS may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the DLGS and the Grantee. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the DLGS may require additional and more detailed reports from the Grantee.

7. **PERFORMANCE MONITORING:** The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in the approved Scope of Work. The Grantee must inform the DLGS of the following types of conditions which affect program objectives and performance as soon as they become known:

   A. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any DLGS assistance needed to resolve the situation.

   B. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.

The DLGS may, at its discretion, make site visits to:

A. Review project accomplishments and management control systems.

B. Audit the grant during implementation of the agreement.

C. Provide such technical assistance as may be required.

8. PROJECT REVISION AND MODIFICATION:

A. The Grantee must make written application to the DLGS for approval of all proposed major changes to the funded project's scope, schedule or budget.

   i. Major changes are defined as:

      1. Any change which alters the scope of the funded project as described in the approved Scope of Work constitutes a major change.

      2. Any change which delays the project period schedule specified in this Grant Agreement, by more than ninety days constitutes a major change.

   ii. The Grantee must apply for authorization to undertake a major change at least twenty working days prior to the proposed change. The DLGS will review and comment on the application within 20 working days. The DLGS will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire DLGS grant allocation for the project.

B. The DLGS may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the DLGS and the Grantee, must be incorporated in formal written amendments to this agreement.

C. The DLGS may reduce the grant budget and the Scope of Work of this agreement if:

   i. The DLGS notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the DLGS, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and

   ii. After consultation, the Grantee is unable to develop to the satisfaction of the DLGS a plan to rectify its low level of program expenditures or progress; and

   iii. The DLGS, upon thirty-days' notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account Grantee's fixed costs.

9. **TERMINATION, SUSPENSION AND EXPIRATION:** The following definitions apply for the purposes of this Section:

A. Termination - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Project Period Expiration date. Funded activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.

B. Suspension - The suspension of this Grant Agreement means a temporary cessation of DLGS support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the DLGS. Project activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.

C. Project Period Expiration - The expiration of the Project Period of this agreement is the automatic deadline when all work must be complete in order to be eligible for DLGS support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Project Period Expiration Date. The DLGS will not reimburse any project-related costs expended beyond the Project Period Expiration Date.

D. If the Grantee has not begun to implement the approved Scope of Work by the first anniversary of the effective date of the Grant Agreement, the DLGS may terminate this Grant Agreement.

E. If the grantee fails to submit any required reports for two successive reporting periods, the DLGS may terminate the LEAP Implementation Grant.

F. Should the Grantee fail to comply with the stipulations or conditions contained in this agreement, the DLGS may, upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The DLGS may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that this action is compliant with the governing law and regulations.

G. If the Grantee fails to comply with stipulations or conditions contained in this agreement, the DLGS may terminate the grant. The DLGS must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the

grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day.

10. **ACCESS TO RECORDS:** The Grantee agrees to make available to the DLGS, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations in accordance with single audit and other governing audit standards. All visitations, inspections, and audits, including visits and requests for documentation in the discharge of the DLGS's responsibilities, as a general rule, provide for prior notice when reasonable and practical; however, the DLGS retains the right to make unannounced visitations, inspections, and audits as deemed necessary. The DLGS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

11. **RECORDS RETENTION:**

    A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of two years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the two-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later. The retention period starts from the date of submission of the final expenditure and performance report.

    B. The DLGS may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

12. **AUTHORIZATIONS AND APPROVALS:** Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the DLGS, that approval or authorization must be given in writing by the Director of Local Government Services or her designee.

13. FINANCIAL MANAGEMENT SYSTEM:

A. The Grantee is responsible for maintaining an adequate financial management system. The Grantee must notify the DLGS if the Grantee cannot comply with the requirements established in this section.

B. Grantee financial management system must provide for:

   i. Accurate, current, and complete disclosure of the financial results of each program or contract.

   ii. Records that adequately identify the source and application of funds for DLGS-supported activities. These records must contain information pertaining to the disposition of all DLGS assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.

   iii. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.

   iv. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.

   v. Procedures for determining reasonableness, allowability, and allocability of costs.

14. AUDIT REQUIREMENTS - GRANTS OVER $100,000:

A. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend $750,000 or more in State or federal financial assistance within their fiscal year, must require that these recipients have annual organization-wide audits performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State Policy.

B. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend less than $750,000 but $100,000 or more in State and/or federal financial assistance within their fiscal year, must require that these recipients have either a financial audit performed in accordance with the Government Auditing Standards (Yellow Book) or a program specific audit performed in accordance with the revised Single Audit Act, and OMB circular No. A-133 Revised, Section 235.

15. **NO ASSIGNMENT**: The Grantee shall not assign the organization's obligations or interest under this LEAP Implementation Grant Agreement.

16. **DEFERRAL OF EXERCISE OF DLGS' RIGHTS**: No delay or omission by the DLGS to exercise any right or power shall impair the DLGS's right to exercise any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the DLGS.

17. **GOVERNING LAW AND JURISDICTION**: The rights and obligations of the parties, and the terms and conditions of this LEAP Implementation Grant Agreement shall be governed by the laws of the State of New Jersey. The Grantee hereby consent(s) to the jurisdiction of the Superior Court of New Jersey and agree(s) that any lawsuits of any nature pertaining to this LEAP Implementation Grant Agreement shall be brought in that Court only.

18. **AMENDMENTS MUST BE IN WRITING**: This LEAP Implementation Grant Agreement constitutes the entire agreement between the DLGS and the Grantee and supersedes all prior agreements, representations and/or understandings, oral or written. The terms and conditions of this LEAP Implementation Grant Agreement may only be amended by written agreement signed by the DLGS and the Grantee.

19. **OTHER DOCUMENTATION REQUIREMENTS**: The Grantee agrees to execute any and all other documentation applicable to and required by the DLGS to process LEAP Implementation Grant funds or close out the project at the conclusion of the project period.

20. **COOPERATION BY GRANTEE**: The Grantee shall act in good faith and use best efforts to cooperate with the DLGS and to timely respond to requests or provide required documents as necessary. Any such request or approval sought by the DLGS shall not be unreasonably withheld by the Grantee.

21. **THIRD PARTY REQUIREMENTS:** A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted project activities. The Grantee must be responsible for compliance by all third parties with the terms, conditions and requirements of this Grant Agreement, and for any claims arising out of the third-party contracts, and as a condition of any third-party contract, the signatories must hold the State harmless from any claims by the third parties which may arise under this Grant Agreement.

22. **AVAILABILITY OF FUNDS:** The Grantee hereby recognizes and agrees that funding of the grant awarded under this LEAP Implementation Grant Agreement by the DLGS is expressly dependent upon the continued availability of funds appropriated to the DLGS by the State Legislature. Neither DCA, nor the State of New Jersey shall be held liable for the failure to provide funding for the grant awarded hereunder because of the absence of available funds.

23. **DEFAULT**: Any one or more of the following events shall constitute an event of default under this LEAP Implementation Grant Agreement (an "Event of Default"):

A. Failure to perform any covenant or promise under this LEAP Implementation Grant Agreement, or making any representation or warranty in this LEAP Implementation Grant Agreement, or in the application for the grant, or in any report, certificate, financial statement or other instrument furnished which is false or misleading in any material respect;

B. If any Event of Default, as defined hereunder, has occurred and remains uncured under any other agreement entered into between the DLGS and the Grantee.

24. **REMEDIES UPON DEFAULT**: Upon the existence of any Event of Default, the DLGS, after giving notice and reasonable opportunity to cure the default may, in its sole discretion, do any of the following, alone or in combination:

Terminate this LEAP Implementation Grant Agreement;

A. Rescind the grant award, reclaim funds or withhold grant funding not yet received, or disqualify a Grantee from participating in future grant awards if any condition of the grant program is unmet, including if grant funds received by the Grantee are not properly accounted for, or if the Grantee fails to meet reporting or certification requirements;

B. File an action at law against the Grantee to obtain a judgment against the Grantee to recover the full amount of all grant funds paid; or

C. Pursue any other remedies against the Grantee including any civil and criminal remedies allowed by law.

The DLGS' rights under this paragraph shall survive termination of the LEAP Implementation Grant Agreement. Failure to insist on the prompt performance by the Grantee of its obligations pursuant to this LEAP Implementation Grant Agreement is not a waiver by the DLGS of any of its rights hereunder.

25. **INDEMNIFICATION:** The Grantee shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments and expenses and costs and expenses in connection therewith for any and all damages sustained by reason of property loss, personal injury or any other losses which shall arise from or result directly or indirectly in regard to this LEAP Implementation Grant Agreement. The Grantee agrees to indemnify and hold harmless the DLGS and their respective members, agents, officers, employees and servants from all losses, claims, damages, liabilities, and costs whatsoever (including all costs,

expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity. The provisions of this paragraph shall survive the expiration or earlier termination of this LEAP Implementation Grant Agreement.

26. **LEGAL ACTION:** In the event that a lawsuit or other action of any kind is instituted by or on behalf of the DLGS against the Grantee related to this LEAP Implementation Grant Agreement, the Grantee agrees to pay such additional sums as a court may adjudge for reasonable attorney fees and to pay all costs and other fees incurred by or on behalf of the DLGS for this lawsuit or other action.

27. **COMPLIANCE WITH ALL LAWS:** The Grantee will comply with all Federal, DLGS, County and municipal laws, rules and regulations applicable to the project, regardless of whether the provision is cited in this LEAP Implementation Grant Agreement, including, but not limited to:
    A. Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

    B. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq.

    C. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

    D. OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)

    E. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

28. **LEVEL OF FUNDING:** This Agreement and level of funding is in no way to be construed as a commitment on the DLGS' part as to the level of funding for any future extensions or new agreements.

29. **CONFLICTS OF INTEREST PROHIBITED:** No person shall be employed or retained as a consultant under this agreement by the Recipient or any of its sub-recipients while he/she or a member of his/her immediate family is a member of the governing body of the Recipient; exercises supervisory authority over his/her position; or serves on a Board or committee which –either by rule or practice –regularly nominates, recommends, or screens candidates for his/her position. Exceptions to this provision must be requested in writing from the Division of Local Government Services. For the purpose of this paragraph, a member of an immediate family shall include the following persons: Husband, Wife, Father, Father-in-Law, Mother, Mother-

in-Law, Brother, Brother-in-Law, Sister, Sister-in-Law, Son, Son-in-Law, Daughter, or Daughter-in-Law.

30. **LEASES PERIOD LIMITATIONS:** No leases for buildings, equipment, or vehicles dependent upon LEAP Challenge grant funding for continuation can be entered into which extend beyond the period of the grant agreement. Leases must include a clause stating the agency has the right to terminate said lease in the event that funding from the Department of Community Affairs is terminated prior to the original agreement termination date. This clause must be included in all agreements for leasing of vehicle(s), equipment or buildings.

31. **MISCELLANEOUS:**

A. Notices. All notices, requests, repayments and other communications shall be in writing and shall be deemed duly given when personally delivered, or sent by United DLGSs mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder:

DCA:

Director
Division of Local Government Services
101 South Broad Street, P.O. Box 803
Trenton, NJ 08625

Grantee: Franklin Township
1571 Delsea Drive
Franklinville, NJ 08322

B. Disclaimer of Agency Relationship. The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Severability. In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding unless the invalid provision renders performance or enforcement of the remainder of the agreement impossible.

D. The rights and remedies of the DLGS under this LEAP Implementation Grant Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated herein by reference.

THIS CONCLUDES SECTION A OF THE LEAP IMPLEMENTION GRANT AGREEMENT.
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SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	$

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2021/2022**											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

LEAP Challenge Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2021/2022**											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #4:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #5:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	$

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2020/2021**											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
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Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

LEAP Challenge Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2020/2021**											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #4:												
Task #1:												
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Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 17, 2021 4:56 AM
To: John Bruno

Good morning! Last week, I worked on gathering OPRA responses, attempted to finalize the LEAP grant, and researched grants. Please let me know when we can discuss the Atlantic City Electric Grant, and thank you!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 10, 2021 10:37 AM
To: John Bruno

Jake, last week I coordinated some issues for the EDC, met with Committeewoman Flaim and Donnie Davis, reviewed your suggested grant, worked on LEAP distribution and searched new grants. Thank you!

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, April 26, 2021 11:35 AM
To: John Bruno; Community Development Director

Good morning! Last week, I attempted to coordinate some EDC activity with an upcoming presenter, met with the Chief to work on the body camera grant and reviewed progress, communicated with Committeewoman Flaim about the upcoming veteran's meeting, checked in on the NEEF grant to see if we qualified or should reapply, and compiled additional research on the bulk trash issue repeated in the Township.

Hope you have a great week!

Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 03, 2021 9:56 AM
To: John Bruno
Subject: Re: FW: Atlantic City Electric Sustainable Communities Grants

I know Heather and Dave had talked about making a playground/walking trail at the little league fields. Malaga also gets a lot of press for needing new equipment. I will do whatever you want, just let me know. Thanks, Nancy

On Fri, Apr 30, 2021 at 2:04 PM John Bruno <jbruno@franklintownship.com> wrote:

I got this and figured it might be worth a shot at applying for. Let me know what you think. If we have a good plan to spruce up some open space or something else you think is worth while. I might be able to pull some strings.
Thanks Nancy
---------- Forwarded message ---------
From: **DiGiambattista, Bridget** <bdigiambattista@co.gloucester.nj.us>
Date: Fri, Apr 30, 2021 at 1:45 PM
Subject: FW: Atlantic City Electric Sustainable Communities Grants
To:
CC: Bianco, Thomas A. <tbianco@co.gloucester.nj.us>, Shirey, Michelle <mshirey@co.gloucester.nj.us>, O'Brien, Shannon <sobrien@co.gloucester.nj.us>, Jones, Tammy <tjones@co.gloucester.nj.us>, Gangloff, Michele <mgangloff@co.gloucester.nj.us>, Spence, Daniele <dspence@co.gloucester.nj.us>

Good Afternoon,

Last year, Atlantic City Electric's Sustainable Communities Grant Program provided $75,000 in grants to fund open space and environmental projects and resiliency projects across the company's South Jersey service area. We are excited to announce the application period has opened for our second year of the program! The grant request period runs from April 28 to June 30, 2021.

In partnership with Sustainable Jersey, an organization that researches best practices for what communities could and should do to contribute to a sustainable future, Atlantic City Electric provided grants to the following municipalities in 2020:

- **Cape May City ($10,000)** - The grant will be used for conducting a study around Cape Island Creek to identify the causes of nuisance flooding and develop a citizen early warning system in order to reduce property loss.
- **Egg Harbor City ($10,000)** - The grant will be used for repairs needed at Lake Dam including replacing missing fence along the secondary spillway, repairing a tilted pedestrian bridge railing at primary spillway, and repairing abutment walls including removing and replacing fractured concrete at ends of spillway.
- **Hamilton Township ($10,000)** - The grant will be used for incorporating green infrastructure to address stormwater issues and enhance emergency management related to flooding events.
- **Medford Township ($10,000)** - The grant will be used for creating an intelligent weather station for monitoring, modeling and visualization in order to enable timely preparation and implementation of emergency plans.

- **Clementon Borough ($5,000)** - The grant will be used for reinventing Clementon's Open Space and Recreation Plan to ensure the preservation of natural spaces including the community's lakes and almost 200 acres of dedicated open space.
- **Downe Township ($5,000)** - The grant will be used for making Raybins Beach, a currently untamed coastal wilderness ecosystem, accessible to residents and visitors.
- **Hammonton ($5,000)** - The grant will be used for planning responsible development and preservation of open space by updating Hammonton's Open Space and Recreation Plan.
- **Middle Township ($5,000)** - The grant will be used for updating Middle Township's Open Space and Recreational Plan, which will promote responsible public recreation, preserve and enhance historic and cultural resources, conserve land for wildlife, enhance water quality, protect open space lands and promote health and wellness in the community.
- **Salem City ($5,000)** - The grant will be used for redeveloping Salem's West Playground, making the park a safe place where children can play and be active.
- **Waterford Township ($5,000)** - The grant will be used to build a bike path between two of the Township's primary recreational facilities and two schools, lessening the dependence on motor vehicles and acting as a safe route for kids to take to schools.
- **Wenonah Borough ($5,000)** - The grant will be used for repairing and renovating the Clay Hill trails of the Wenonah Conservation Area that supports residents, school students and visitors throughout the county for hiking and learning.

Interested organizations can learn more about the 2021 Sustainable Communities Grant Program and how to submit a grant request at atlanticcityelectric.com/SustainableCommunities.

Local Municipalities Encouraged to Apply for Atlantic City Electric Sustainable Communities Grants

Open space, environmental and resiliency projects to receive $75,000 in grant funding

MAYS LANDING, N.J. (April 28, 2021)) – Atlantic City Electric is offering grants of up to $10,000 to local municipalities for projects focusing on open space preservation, improvements to parks and recreation resources, and environmental conservation. The company's Sustainable Communities Grant Program, which was launched last year and is facilitated by Sustainable Jersey, provides $75,000 in grants annually to fund open space and environmental projects and resiliency projects across the company's South Jersey service area. The grant request period runs from April 28 to June 30, 2021.

The program will provide $50,000 in grants of up to $10,000 each for projects focusing on open space preservation, improvements to parks and recreation resources, and environmental conservation. Projects include the development of recreation trails, the purchase of open space, and the planting of trees and other vegetation. The program also will provide grants, totaling $25,000, to support resiliency projects that demonstrate innovation in providing a safe and reliable resource for a community during a time of emergency.

In 2020, the Sustainable Communities Grant Program supported 11 local projects, including the installation of an intelligent weather station in Medford Township, helping to make Raybins Beach in Downe Township more accessible to residents and visitors, expanding open space and support for Hammonton's Open Space and Recreation Plan, a new bike path in Waterford Township and redeveloping Salem's West Playground.

Municipalities in the Atlantic City Electric service area can apply for a Sustainable Communities grant each year. A committee with representatives from Atlantic City Electric and Sustainable Jersey reviews each application and selects the projects to receive funding.

For Atlantic City Electric, and its parent company Exelon, diversity, equity and inclusion is a core foundational value both in the workplace and in outreach to the people it serves. The company strongly encourages underrepresented communities to apply for the Sustainable Communities grant.

Interested organizations can learn more about the Sustainable Communities Grant Program and how to submit a grant request at atlanticcityelectric.com/SustainableCommunities.

Readers are encouraged to visit *The Source,* Atlantic City Electric's online news room. For more information about Atlantic City Electric, visit atlanticcityelectric.com. Follow the company on Facebook at facebook.com/atlanticcityelectric and on Twitter at twitter.com/acelecconnect. Our mobile app is available at atlanticcityelectric.com/mobileapp.

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About Atlantic City Electric:

Atlantic City Electric is a unit of Exelon Corporation (Nasdaq: EXC), the nation's leading energy provider, with approximately 10 million customers. Atlantic City Electric provides safe and reliable energy service to approximately 560,000 customers in southern New Jersey.

About Sustainable Jersey:

Sustainable Jersey is a non-profit that provides tools, training and financial incentives to support communities as they pursue sustainability programs. Currently, 81 percent or 459 of New Jersey's 565 municipalities are participating in the municipal certification program and 353 school districts and 969 schools are participating in the Sustainable Jersey for Schools certification program.

Bert Lopez | External Affairs Manager

Atlantic City Electric | Governmental & External Affairs

428 East Ellis Street | Glassboro, NJ 08028

o: 856-863-7945 | c: 609-513-1543

atlanticcityelectric.com

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Thomas Bianco
Director Gloucester County
Department of Economic Development
856-384-6930 office

856-417-6632 cell
tbianco@co.gloucester.nj.us

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, April 12, 2021 12:09 PM
To: John Bruno; Community Development Director

Good morning! I was able to successfully schedule a presentation for the next EDC meeting, and continue to work with Committeewoman Flaim on her veteran's project. Please let me know if I may meet with the Zoning Officer to assist in any way with ongoing projects related to the corridor, or if you would like follow up letters drafted. Thank you and have a great week!
Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, April 19, 2021 5:19 AM
To: John Bruno; Community Development Director; Heather Flaim
Attachments: 123_1.jpeg

Good morning! Last week, following our meeting, Donnie Davis made tremendous improvements to his property on RT 47. Heather, he is also excited to meet at your convenience to discuss the Veterans, and asked me to thank you for your continued support. I will continue this week to explore grants, schedule follow up on behalf of Committeewoman Flaim with Pastor Davis, and research EDC issues as requested. Thank you, Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Wednesday, April 07, 2021 5:43 AM
To: John Bruno; Community Development Director

Last week, I met with the EDC, and provided correspondence regarding same at the request of the Chairman. Prior to the meeting, I had attempted to schedule a presentation to be heard at the meeting, but due to a scheduling conflict, the parties were unable to attend. They are hoping to appear at the next meeting.

As reported, there is activity taking place on the police body camera grant, and Committeewoman Flaim and I spoke about potential meeting dates with Donnie Davis. If you have any questions, please let me know. Thanks, Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, March 29, 2021 12:07 PM
To: John Bruno; Community Development Director; Heather Flaim; Brian Zimmer; Dave Deegan
Subject: Body Camera Grant

I have copied three members of the Township Committee, so please do not respond as a group to this email, as same would violate the Sunshine Law. Just wanted to make sure that everyone is aware the Body Camera grant has posted, and Chief Zimmer and I (as well as Lieutenant Gonzalez) have already started reviewing the grant at length. It is my understanding that Chief Zimmer reached out with some questions,and he and I will meet to brainstorm further once those answers are provided. Thank you!

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, May 11, 2021 8:30 AM
To: Stefanie Garofolo
Subject: Fwd: FY 2021 - LEAP Implementation Grant Award
Attachments: FY 2021 LEAP Implementation Grant Award - Franklin Township Gloucester.pdf; FY2021 LEAP Implementaion Agreement- Franklin Township- I-2021-2022-08.pdf; LEAP Implementation Grant - SECTION B - Budget.docx; LEAP Implementation Grant - Section C - SOW.docx

EDC 3

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Wed, Apr 28, 2021 at 10:18 AM
Subject: Fwd: FY 2021 - LEAP Implementation Grant Award
To: Louis J Moffa <Moffa@comcast.net>, John Bruno <jbruno@franklintownship.com>

Good news!

---------- Forwarded message ----------
From: **Heydel, Kevin (DCA)** <Kevin.Heydel@dca.nj.gov>
Date: Tuesday, April 27, 2021
Subject: FY 2021 - LEAP Implementation Grant Award
To: "CDD@FRANKLINTOWNSHIP.COM" <CDD@franklintownship.com>
Cc: "clerk@franklintownship.com" <clerk@franklintownship.com>

Ms. Nancy Kennedy, Esq.

Congratulations! We are pleased to inform you that you have been awarded Local Efficiency Achievement Program (LEAP) Implementation Grant funding. Attached hereto is a copy of the award letter, a grant agreement and a word docs of Section B and C of the agreement. Please complete Section B and C, (insert into agreement) sign and return the agreement along with a resolution of grant award acceptance no later than Friday May 29, 2021 to dlgs.leapgrant@dca.nj.gov.

Best

Jacquelyn Suarez, Director

Kevin W. Heydel,

Deputy Director

Division of Local Government Services

101 South Broad Street

Trenton, NJ 08625

Phone: (609) 292-4584

Cell: (609) 915-1486

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

April 22, 2021

Ms. Nancy Kennedy, Esq.
Grant Administrator
Township of Franklin
1571 Delsea Drive
Franklinville, NJ 08322

Dear Ms. Kennedy:

Thank you for applying to the Shared Services Czars and Division of Local Government Services for a Local Efficiency Achievement Program (LEAP) Implementation Grant to support the Safe and Efficient Shared Mapping Initiative Project. As you are aware, the LEAP Implementation Grant exists to support projects that demonstrate breadth of collaboration and innovation among New Jersey communities, and that have the potential to produce expansive and efficiency-generating shared services. We enjoyed learning about your project and appreciate your efforts toward increasing shared services in your community.

On behalf of Governor Phil Murphy, Lieutenant Governor and New Jersey Department of Community Affairs Commissioner Sheila Oliver, and the Shared Services Czars, we are pleased to inform you that after a thorough evaluation process, you are being awarded LEAP Implementation Grant funding in the amount of $16,644 (Sixteen Thousand Six Hundred Forty Four Dollars). All proceeds from this grant are to be used exclusively for the purpose of implementing the Safe and Efficient Shared Mapping Initiative Project.

Prior to disbursement of LEAP Implementation Grant funds, a grant agreement (attached) between the participants and the Division must be executed. Once received and reviewed, please execute the grant agreement and return one copy via email to: dlgs.leapgrant@dca.nj.gov no later than May 29, 2021. A fully executed copy of the agreement will be returned to you for your records. Following execution of the agreement, you may begin submitting for reimbursement of costs associated with your shared services project in accordance with the terms and conditions of the grant agreement.

Congratulations on embarking on a new shared services initiative. We look forward to providing assistance as you implement your shared services project and encourage you to continue to explore and expand your shared service initiatives in the future.

Sincerely,

Jordan Glatt
Shared Service Co-Czar

Nicolas W. Platt
Shared Service Co-Czar

Jacquelyn Suarez, Director
Division of Local Government Services

LOCAL EFFICIENCY ACHIEVEMENT PROGRAM IMPLEMENTATION GRANT AGREEMENT BETWEEN THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES

AND

Franklin Township

FY 2021/2022 GRANT # I-2021-2022-08

A grant contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections: A. Specific Terms and Conditions; B. Agreement Budget C. Work Plan; and D. Program Provisions. By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February 1998 (Last Amended April 2018). The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the activities and scope of work as described in, Section C. of this Grant Agreement. The provisions of this Grant Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs, Division of Local Government Services and the Recipient.

If this Grant Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT

By: _____ DATE: _____
(Grantee/Chief Administrative Officer)

NAME: _____
(Print)

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY: DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY:_____
Jeannine DeHart, Administrative Analyst 4
Office of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY:_____
Jacquelyn Suarez, Director
Division of Local Government Services

GRANT AGREEMENT DATA SHEET

PROJECT INFORMATION
FUNDING PROGRAM NAME: LEAP Implementation Grant
PROJECT TITLE: Safe and Efficient Shared Mapping Initiative
PROJECT AREA(S): Franklin Township and Delsea Regional School District

RECIPIENT INFORMATION
LEAD AGENCY LOCAL UNIT NAME: Franklin Township
ADDRESS: 1571 Delsea Drive, Franklinville, NJ 08322
CONTACT INFORMATION: Nancy Kennedy, Esq.

PARTICIPATING LOCAL UNIT NAME: Delsea Regional School District
ADDRESS: 242 Fries Mill Road, Franklinville, NJ 08322
CONTACT INFORMATION: Piera Gravenor, Superintendent

PARTICIPATING LOCAL UNIT NAME:
ADDRESS:
CONTACT INFORMATION:

STATE INFORMATION
DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION: Division of Local Government Services
ADDRESS:101 South Broad Street, 2nd Floor, P.O. Box 803, Trenton, NJ08625
CONTACT PERSON: Laurie Ann Doyle
TELEPHONE NUMBER: (609) 292-4132

FUNDING AMOUNT AND SOURCE OF FUNDS
ACCOUNT NUMBER: 2021-495- 022-8030-667
AMOUNT: $16,644

GRANT AWARD PERIOD
April 22, 2021 THROUGH: October 31, 2022
LENGTH OF AWARD PERIOD: 18 Months
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: December 31, 2022
PURPOSE OF GRANT: This award will provide funding for Safe and Efficient Shared Mapping Initiative

SECTION A: SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of this LEAP Implementation Grant Agreement, the Recipient Grantee agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant Agreement provisions are detailed as follows:

THIS AGREEMENT is made by and between the STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES, having offices at 101 South Broad Street, Trenton, NJ 08625-0800, hereinafter "DLGS" and "Municipality, County, Commission, School District or Authority" Lead Agency, Franklin Township, located at 1571 Delsea Drive, Franklinville, New Jersey, 08322, hereinafter "Grantee."

WHEREAS, to advance the Shared Services Czars' mission to promote and implement Grantee service sharing, consolidation, and regionalization, the State of New Jersey, through DLGS, has established the Local Efficiency Achievement Program ("LEAP") Implementation Grant, making funding available statewide to support New Jersey local units' development and implementation of shared service projects across the State of New Jersey; and

WHEREAS, LEAP grants provide reimbursement for qualifying expenses incurred in the implementation of a local or regional service agreement, or for the coordination of programs and services authorized under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq.; and

WHEREAS, LEAP Implementation Grant project criteria include advancing efficiency in the provision of services, improving operational effectiveness, reducing the cost of staff time associated with providing service, involving at least two governmental units, reflecting a documented commitment in the form of a certified governing body resolution from each participating local unit to proceed to implementation of the shared service, and identifying qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, LEAP Implementation Grant awards to eligible unit projects may be up to $250,000 per project, which may count for up to a maximum of seventy-five (75%) percent of qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, the project known as Safe and Efficient Shared Mapping Initiative which will provide funding for Safe and Efficient Shared Mapping Initiative shared service agreement,

between Franklin Township and Delsea Regional School District, has been selected for a LEAP Implementation Grant award.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE DLGS AND GRANTEE AGREE AS FOLLOWS:

1. **LEAP IMPLEMENTATION GRANT AMOUNT**: The DLGS awards a grant to Franklin Township in the amount of $16,644 for Safe and Efficient Shared Mapping Initiative.

2. The Grantee and all participating local units shall provide the following matching funds and/or in-kind services to the approved project: Safe and Efficient Shared Mapping Initiative.

3. **GRANTEE REPRESENTATION**: The Grantee hereby affirmatively certifies that:
   A. The Grantee possesses legal authority to accept LEAP Implementation Grant funds and shall provide a resolution, motion or similar action duly adopted as an official act by the Grantee authorizing acceptance of the LEAP Implementation Agreement, including all supplementary provisions and assurances contained herein; and

   B. The Grantee shall fully cooperate and make available to the DLGS information related to the LEAP Implementation Grant awardee project, results, techniques involved, and conclusions reached for purposes of publication or other use; and

   C. The executed shared service agreement, if any, between participating local, county or regional government agencies shall remain up-to-date and enforced throughout the LEAP Implementation Grant Award period.

The Grantee agrees and attests that if any of the representations made by the Grantee under this paragraph are intentionally or willfully false or fraudulent, the DLGS may immediately declare the Grantee in default of this LEAP Implementation Grant Agreement, allowing for the remedies as provided for herein.

4. **LEAP IMPLEMENTATION GRANT GENERAL PROCESS AND PROCEDURES**: The Grantee agrees as follows:

   A. The Grantee shall provide sufficient funds, resources and necessary supplies and/or equipment above and beyond grant amount to complete implementation of the shared service project for which funding was awarded; and

B. The Grantee shall not utilize LEAP Implementation Grant funds to support salaries, fringe benefits, rent, utilities, telephone maintenance, general administrative costs, early retirement incentive programs or costs related to alcohol, out-of-DLGS or out-of-country travel, prizes and awards, honoraria, lobbying expenses, fundraising events/expenses, grant-writing costs, fines and penalties, taxes, deficit funding and refreshments for meetings. If approved in advance, salaries are eligible during a limited transition period when the service is being implemented, but once the transition period is complete (no more than a three-year period) authorized salaries and other operating costs are local responsibilities; and

C. The LEAP Implementation Grant Award $16,644, Sixteen thousand six hundred forty four dollars, will be considered the maximum amount of assistance; the value of any time or other costs above the maximum grant amount approved by the LEAP shall not be reimbursable through LEAP; and

D. The LEAP Implementation Grant Award project period for this shared service implementation project is from April 22, 2021 to October 31, 2022, **hereinafter "Project Period Expiration Date."** Liquidation of obligations under this LEAP Implementation Grant Agreement shall be completed by: December 31, 2022; and

E. The Scope of Work Funded by the LEAP Implementation Grant Encompasses the activities delineated in Section C; and

F. The Grantee hereby agrees to perform the work in the authorized Scope of Work in the manner and upon the terms therein specified; and

G. Following execution of this LEAP Implementation Grant Agreement, the Grantee shall be permitted to move funds between authorized categories for eligible items without requesting prior approval from the DLGS; and

H. The Grantee shall submit a Financial Status Report (FSR) Expense Report, Payment Voucher and Project Progress Report with each reimbursement payment request. Copies of fully executed purchase orders and cancelled checks (front and back) documenting expenditure of funds for which reimbursement is sought shall be included with reimbursement payment request. Reimbursement payment requests can be submitted at any time throughout the implementation project, however, must be submitted at least every three (3) months accompanied by a Project Progress Report. Reimbursement payments will be made via electronic transfer of funds to the account and financial institution identified by the Grantee in accordance with the Division's batch payment schedule. Reimbursement payment requests received more than two (2)

months after the close of the fiscal year during which costs were incurred cannot be guaranteed. The LEAP Implementation Grant is a reimbursed-based program. No advance payments or drawdown of grant funds shall be provided; and

I. The Grantee may request its final reimbursement payment at the conclusion the of approved project period set forth in subsection 3(d) above. The conclusion of the project cannot occur before the execution of the shared service agreement for which LEAP Implementation Grant funds were provided, except as otherwise provided in writing by the DLGS. Regardless of the date of the conclusion of the approved project period, a grant recipient must submit a final report documenting that all administrative responsibilities and required activities under the approved shared services project have been satisfactorily completed by the date of conclusion of the approved project period. The report must describe the benefits derived from the LEAP Implementation Grant Award and specify challenges or barriers confronted during implementation, savings realized, efficiencies achieved, quality of service improvement and the transferability of the project/program to other jurisdictions; and

J. The Grantee shall comply with LEAP Implementation Grant Agreement stipulations, standards, or conditions; failure to do so could result in suspension of agreement, withholding of further grant payments, prohibition of additional obligations or project funds pending corrective action, disallowance of all or part of the cost associated with the noncompliance and termination of agreement or taking of other available legal remedies; and

K. The LEAP Implementation Grant Award shall be considered closed upon full satisfaction of all conditions and covenants contained herein and upon closeout of the LEAP Implementation Grant Agreement by the DLGS; and

L. The Grantee shall maintain and retain accounting and other grant-related records and information for the duration of the project funded by the grant, as required by applicable DLGS and local laws and regulations, for no less than two (2) calendar years. Such records shall be subject to examination, audit and inspection by the DLGS and/or other federal, DLGS, or local agency that has jurisdictional authority.

5. **METHOD OF PAYMENT:**

A. Payment under this LEAP Implementation Grant Agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive

payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.

B. Progress payments are to be made on a periodic basis. Such payments shall be processed only upon receipt of the required financial and narrative reports. Payments are to be made in the form of reimbursement of documented expenditures.

C. The DLGS may withhold payment of any costs disallowed as improperly incurred under the terms, conditions and/or Scope of Work of this LEAP Implementation Grant Agreement.

6. **REPORTING OBLIGATIONS:** Extensions of reporting due dates may be granted upon written request to the DLGS. If reports are not submitted as required, the DLGS may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the DLGS and the Grantee. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the DLGS may require additional and more detailed reports from the Grantee.

7. **PERFORMANCE MONITORING:** The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in the approved Scope of Work. The Grantee must inform the DLGS of the following types of conditions which affect program objectives and performance as soon as they become known:

   A. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any DLGS assistance needed to resolve the situation.

   B. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.

The DLGS may, at its discretion, make site visits to:

A. Review project accomplishments and management control systems.

B. Audit the grant during implementation of the agreement.

C. Provide such technical assistance as may be required.

8. **PROJECT REVISION AND MODIFICATION:**

A. The Grantee must make written application to the DLGS for approval of all proposed major changes to the funded project's scope, schedule or budget.

i. Major changes are defined as:

1. Any change which alters the scope of the funded project as described in the approved Scope of Work constitutes a major change.

2. Any change which delays the project period schedule specified in this Grant Agreement, by more than ninety days constitutes a major change.

ii. The Grantee must apply for authorization to undertake a major change at least twenty working days prior to the proposed change. The DLGS will review and comment on the application within 20 working days. The DLGS will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire DLGS grant allocation for the project.

B. The DLGS may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the DLGS and the Grantee, must be incorporated in formal written amendments to this agreement.

C. The DLGS may reduce the grant budget and the Scope of Work of this agreement if:

i. The DLGS notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the DLGS, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and

ii. After consultation, the Grantee is unable to develop to the satisfaction of the DLGS a plan to rectify its low level of program expenditures or progress; and

iii. The DLGS, upon thirty-days' notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account Grantee's fixed costs.

9. **TERMINATION, SUSPENSION AND EXPIRATION:** The following definitions apply for the purposes of this Section:

A. Termination - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Project Period Expiration date. Funded activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.

B. Suspension - The suspension of this Grant Agreement means a temporary cessation of DLGS support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the DLGS. Project activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.

C. Project Period Expiration - The expiration of the Project Period of this agreement is the automatic deadline when all work must be complete in order to be eligible for DLGS support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Project Period Expiration Date. The DLGS will not reimburse any project-related costs expended beyond the Project Period Expiration Date.

D. If the Grantee has not begun to implement the approved Scope of Work by the first anniversary of the effective date of the Grant Agreement, the DLGS may terminate this Grant Agreement.

E. If the grantee fails to submit any required reports for two successive reporting periods, the DLGS may terminate the LEAP Implementation Grant.

F. Should the Grantee fail to comply with the stipulations or conditions contained in this agreement, the DLGS may, upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The DLGS may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that this action is compliant with the governing law and regulations.

G. If the Grantee fails to comply with stipulations or conditions contained in this agreement, the DLGS may terminate the grant. The DLGS must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the

13. FINANCIAL MANAGEMENT SYSTEM:

A. The Grantee is responsible for maintaining an adequate financial management system. The Grantee must notify the DLGS if the Grantee cannot comply with the requirements established in this section.

B. Grantee financial management system must provide for:

   i. Accurate, current, and complete disclosure of the financial results of each program or contract.

   ii. Records that adequately identify the source and application of funds for DLGS-supported activities. These records must contain information pertaining to the disposition of all DLGS assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.

   iii. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.

   iv. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.

   v. Procedures for determining reasonableness, allowability, and allocability of costs.

14. AUDIT REQUIREMENTS - GRANTS OVER $100,000:

A. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend $750,000 or more in State or federal financial assistance within their fiscal year, must require that these recipients have annual organization-wide audits performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State Policy.

B. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend less than $750,000 but $100,000 or more in State and/or federal financial assistance within their fiscal year, must require that these recipients have either a financial audit performed in accordance with the Government Auditing Standards (Yellow Book) or a program specific audit performed in accordance with the revised Single Audit Act, and OMB circular No. A-133 Revised, Section 235.

15. **NO ASSIGNMENT**: The Grantee shall not assign the organization's obligations or interest under this LEAP Implementation Grant Agreement.

16. **DEFERRAL OF EXERCISE OF DLGS' RIGHTS**: No delay or omission by the DLGS to exercise any right or power shall impair the DLGS's right to exercise any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the DLGS.

17. **GOVERNING LAW AND JURISDICTION**: The rights and obligations of the parties, and the terms and conditions of this LEAP Implementation Grant Agreement shall be governed by the laws of the State of New Jersey. The Grantee hereby consent(s) to the jurisdiction of the Superior Court of New Jersey and agree(s) that any lawsuits of any nature pertaining to this LEAP Implementation Grant Agreement shall be brought in that Court only.

18. **AMENDMENTS MUST BE IN WRITING**: This LEAP Implementation Grant Agreement constitutes the entire agreement between the DLGS and the Grantee and supersedes all prior agreements, representations and/or understandings, oral or written. The terms and conditions of this LEAP Implementation Grant Agreement may only be amended by written agreement signed by the DLGS and the Grantee.

19. **OTHER DOCUMENTATION REQUIREMENTS**: The Grantee agrees to execute any and all other documentation applicable to and required by the DLGS to process LEAP Implementation Grant funds or close out the project at the conclusion of the project period.

20. **COOPERATION BY GRANTEE**: The Grantee shall act in good faith and use best efforts to cooperate with the DLGS and to timely respond to requests or provide required documents as necessary. Any such request or approval sought by the DLGS shall not be unreasonably withheld by the Grantee.

21. **THIRD PARTY REQUIREMENTS:** A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted project activities. The Grantee must be responsible for compliance by all third parties with the terms, conditions and requirements of this Grant Agreement, and for any claims arising out of the third-party contracts, and as a condition of any third-party contract, the signatories must hold the State harmless from any claims by the third parties which may arise under this Grant Agreement.

22. **AVAILABILITY OF FUNDS:** The Grantee hereby recognizes and agrees that funding of the grant awarded under this LEAP Implementation Grant Agreement by the DLGS is expressly dependent upon the continued availability of funds appropriated to the DLGS by the State Legislature. Neither DCA, nor the State of New Jersey shall be held liable for the failure to provide funding for the grant awarded hereunder because of the absence of available funds.

23. **DEFAULT**: Any one or more of the following events shall constitute an event of default under this LEAP Implementation Grant Agreement (an "Event of Default"):

A. Failure to perform any covenant or promise under this LEAP Implementation Grant Agreement, or making any representation or warranty in this LEAP Implementation Grant Agreement, or in the application for the grant, or in any report, certificate, financial statement or other instrument furnished which is false or misleading in any material respect;

B. If any Event of Default, as defined hereunder, has occurred and remains uncured under any other agreement entered into between the DLGS and the Grantee.

24. **REMEDIES UPON DEFAULT**: Upon the existence of any Event of Default, the DLGS, after giving notice and reasonable opportunity to cure the default may, in its sole discretion, do any of the following, alone or in combination:

Terminate this LEAP Implementation Grant Agreement;

A. Rescind the grant award, reclaim funds or withhold grant funding not yet received, or disqualify a Grantee from participating in future grant awards if any condition of the grant program is unmet, including if grant funds received by the Grantee are not properly accounted for, or if the Grantee fails to meet reporting or certification requirements;

B. File an action at law against the Grantee to obtain a judgment against the Grantee to recover the full amount of all grant funds paid; or

C. Pursue any other remedies against the Grantee including any civil and criminal remedies allowed by law.

The DLGS' rights under this paragraph shall survive termination of the LEAP Implementation Grant Agreement. Failure to insist on the prompt performance by the Grantee of its obligations pursuant to this LEAP Implementation Grant Agreement is not a waiver by the DLGS of any of its rights hereunder.

25. **INDEMNIFICATION:** The Grantee shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments and expenses and costs and expenses in connection therewith for any and all damages sustained by reason of property loss, personal injury or any other losses which shall arise from or result directly or indirectly in regard to this LEAP Implementation Grant Agreement. The Grantee agrees to indemnify and hold harmless the DLGS and their respective members, agents, officers, employees and servants from all losses, claims, damages, liabilities, and costs whatsoever (including all costs,

expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity. The provisions of this paragraph shall survive the expiration or earlier termination of this LEAP Implementation Grant Agreement.

26. **LEGAL ACTION:** In the event that a lawsuit or other action of any kind is instituted by or on behalf of the DLGS against the Grantee related to this LEAP Implementation Grant Agreement, the Grantee agrees to pay such additional sums as a court may adjudge for reasonable attorney fees and to pay all costs and other fees incurred by or on behalf of the DLGS for this lawsuit or other action.

27. **COMPLIANCE WITH ALL LAWS:** The Grantee will comply with all Federal, DLGS, County and municipal laws, rules and regulations applicable to the project, regardless of whether the provision is cited in this LEAP Implementation Grant Agreement, including, but not limited to:
    A. Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

    B. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq.

    C. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

    D. OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)

    E. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

28. **LEVEL OF FUNDING:** This Agreement and level of funding is in no way to be construed as a commitment on the DLGS' part as to the level of funding for any future extensions or new agreements.

29. **CONFLICTS OF INTEREST PROHIBITED:** No person shall be employed or retained as a consultant under this agreement by the Recipient or any of its sub-recipients while he/she or a member of his/her immediate family is a member of the governing body of the Recipient; exercises supervisory authority over his/her position; or serves on a Board or committee which –either by rule or practice –regularly nominates, recommends, or screens candidates for his/her position. Exceptions to this provision must be requested in writing from the Division of Local Government Services. For the purpose of this paragraph, a member of an immediate family shall include the following persons: Husband, Wife, Father, Father-in-Law, Mother, Mother-

in-Law, Brother, Brother-in-Law, Sister, Sister-in-Law, Son, Son-in-Law, Daughter, or Daughter-in-Law.

30. **LEASES PERIOD LIMITATIONS:** No leases for buildings, equipment, or vehicles dependent upon LEAP Challenge grant funding for continuation can be entered into which extend beyond the period of the grant agreement. Leases must include a clause stating the agency has the right to terminate said lease in the event that funding from the Department of Community Affairs is terminated prior to the original agreement termination date. This clause must be included in all agreements for leasing of vehicle(s), equipment or buildings.

31. **MISCELLANEOUS:**

A. Notices. All notices, requests, repayments and other communications shall be in writing and shall be deemed duly given when personally delivered, or sent by United DLGSs mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder:

DCA:

Director
Division of Local Government Services
101 South Broad Street, P.O. Box 803
Trenton, NJ 08625

Grantee: Franklin Township
1571 Delsea Drive
Franklinville, NJ 08322

B. Disclaimer of Agency Relationship. The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Severability. In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding unless the invalid provision renders performance or enforcement of the remainder of the agreement impossible.

D. The rights and remedies of the DLGS under this LEAP Implementation Grant Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated herein by reference.

THIS CONCLUDES SECTION A OF THE LEAP IMPLEMENTION GRANT AGREEMENT.
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SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	$

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2021/2022**											
	July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**	**June**
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

LEAP Challenge Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2021/2022**											
	July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**	**June**
Deliverable #4:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #5:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	$

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2020/2021**											
	July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**	**June**
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

LEAP Challenge Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	**Estimated Task Completion Date FY2020/2021**											
	July	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**	**June**
Deliverable #4:												
Task #1:												
Task #2:												
Task #3:												
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Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, May 06, 2021 5:49 AM
To: Matthew P. Lyons
Subject: Re: FW: LEAP Implementation Grant

Delsea hasn't installed anything, so I believe we can use the estimates given for their two buildings to write a proposed SSA. Let me know what else you need, and thank you for your help, Nancy

On Tue, May 4, 2021 at 4:23 PM Matthew P. Lyons <MLyons@gklegal.com> wrote:

Thanks Nancy.

Once we have the final numbers from Delsea we can finalize.

From: Community Development Director <cdd@franklintownship.com>
Sent: Tuesday, May 4, 2021 4:12 PM
To: Matthew P. Lyons <MLyons@GKLEGAL.com>
Subject: Fwd: FW: LEAP Implementation Grant

External Sender.

---------- Forwarded message ---------
From: **Trish Birmingham** <tbirmingham@franklintwpschools.org>
Date: Tue, May 4, 2021 at 2:44 PM
Subject: Re: FW: LEAP Implementation Grant
To: Community Development Director <cdd@franklintownship.com>

I don't believe any costs will be incurred, as no updates to the maps are needed given no new construction or room changes.

Trish Birmingham

SBA/BS

Township of Franklin Board of Education (Gloucester County)

3228 Coles Mill Road

Franklinville, NJ 08322-3029

Phone: 856-629-9500, ext. 1202

Fax: 856-629-1486

On Tue, May 4, 2021 at 2:42 PM Community Development Director <cdd@franklintownship.com> wrote:

Thank you for the prompt response! What will you pay for the 20-21 school year? 2021-2022? Thanks again!

On Tue, May 4, 2021 at 12:46 PM Trish Birmingham <tbirmingham@franklintwpschools.org> wrote:

Good afternoon Nancy,

FTBOE paid $1,830 per school ($5,490 total) for the following:

1 MACRO Collaborative Response Graphic (CRG)

1 Micro CRG(s) with GeoRelevant Integrated Floor Plans

Plus $435 per school ($1,305 total) for yearly service and implementation fee.

Total cost = $6,795 paid to Critical Response Group on 4/28/2020.

Should you have additional questions, please let me know.

Thank you,

Trish Birmingham

SBA/BS

Township of Franklin Board of Education (Gloucester County)

3228 Coles Mill Road

Franklinville, NJ 08322-3029

Phone: 856-629-9500, ext. 1202

Fax: 856-629-1486

From: Community Development Director [mailto:cdd@franklintownship.com]
Sent: Tuesday, May 4, 2021 9:03 AM
To: Troy Walton <twalton@franklintwpschools.org>; jason@brandtdevelopment.com
Subject: Fwd: LEAP Implementation Grant

Our solicitor is trying to piece together some numbers-any help on what you already paid and when, as well as costs for this year with the mapping is appreciated. Thanks, Nancy

---------- Forwarded message ---------
From: **Matthew P. Lyons** <MLyons@gklegal.com>
Date: Tue, May 4, 2021 at 5:16 AM
Subject: Re: LEAP Implementation Grant
To: Community Development Director <cdd@franklintownship.com>

Ok thanks.

Can you find out what costs they have incurred and what tasks have been completed ?

That should give us a good point to work from.

Sent from my iPhone

On May 4, 2021, at 5:14 AM, Community Development Director <cdd@franklintownship.com> wrote:

External Sender.

Hi, Matt. We actually started the project last year and were unable to get exact implementation prices because of COVID. The numbers reflected came directly from the installing company. It may be worth a conversation if you have time, so I can bring you up to speed, given our time constraints. The Franklin Township School District already installed, to the best of my knowledge. My cell is 856-889-0334, and I will be in the office until noon today and then again Thursday am.

We received late last week and I forwarded the news to both superintendents and the Franklin Board President, as well as to the EDC Chair and the Mayor. Thanks, Nancy

On Mon, May 3, 2021 at 12:46 PM Matthew P. Lyons <MLyons@gklegal.com> wrote:

Thanks Nancy.

Was the executed agreement forwarded to DCA(I note the deadline is May 29)?

Also, have the school districts agreed to fund a portion of the unfunded portion of the project? If so, have we committed the roles and responsibilities of the Township, the Township BOE and Delsea BOE to writing in a formal SSA?

If we are in the process of a SSA please advise so I can get it formally approved.

Matthew P. Lyons, Esq. <image004.gif>

Gebhardt & Kiefer, P.C.

1318 Route 31 North

Annandale, NJ 08801

Phone: (908) 735-5161 x110

Fax: (908) 735-9351

Email: mlyons@gklegal.com

www.gklegal.com

<image001.gif>

<image002.gif>

<image003.png>

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, May 3, 2021 12:16 PM
To: Matthew P. Lyons <MLyons@GKLEGAL.com>
Subject: Fwd: LEAP Implementation Grant

External Sender.

---------- Forwarded message ---------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Thu, Feb 25, 2021 at 9:08 AM
Subject: Re: LEAP Implementation Grant
To: Doyle, Laurie Ann <LaurieAnn.Doyle@dca.nj.gov>

I really cannot thank you enough for your direction, courtesy, and professionalism during this process. Please let me know if I need anything else, and thank you again, so much!!

Best,

Nancy Kennedy

On Wed, Feb 24, 2021 at 2:12 PM Doyle, Laurie Ann <LaurieAnn.Doyle@dca.nj.gov> wrote:

Hi Nancy,

We spoke last Friday regarding follow-up documentation [single document (pdf)], could you please kindly provide as soon as possible, preferably before the end of the week.

Thanks,

Laurie Ann

From: Community Development Director <cdd@franklintownship.com>
Sent: Thursday, February 18, 2021 5:49 AM
To: Doyle, Laurie Ann <LaurieAnn.Doyle@dca.nj.gov>
Subject: [EXTERNAL]

I updated after getting a breakdown and trying to project. Thank you again for your amazing kindness and support. Stay safe and warm today!

Nancy

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, March 01, 2021 10:50 AM
To: John Bruno; Community Development Director

Good morning! Last week, I reviewed some data provided for a modification of the LEAP grant and spoke at length with the State Representative regarding same. I spoke with Ms. Flaim about continuing to seek funding for the police and for veterans, and conducted more research. I spoke with the extremely dedicated and competent Barbara Doherty of the Environmental Commission, and also communicated with the Chair of Environmental, Jon Stippick, about the NEEF Grant. I began the application. I forwarded information about the JIF alternate to your attention, and am happy to discuss at any time. Please let me know if you have any of the information needed for me to follow up on some of the properties referenced on the "corridor." I hope you are both well and staying dry today!

Best,
Nancy Kennedy, Esq.

sgarofolo@franklintownship.com

From: John Armano <John.armano@trimbleandarmano.com>
Sent: Wednesday, June 10, 2020 5:31 PM
To: Community Development Director
Subject: Re:

Sorry. I called back.

John J. Armano, Jr., Esquire
Certified by the New Jersey Supreme Court
as a Municipal Court Law Attorney
Trimble & Armano
Washington Professional Campus
900 Route 168, Suite B2
Turnersville, NJ 08012
Phone: (856) 232-9500
Fax: (856) 232-9698

On Jun 9, 2020, at 8:49 PM, Community Development Director <cdd@franklintownship.com> wrote:

You got it! All ok?

On Tuesday, June 9, 2020, John Armano <John.armano@trimbleandarmano.com> wrote:
I forgot to call you about this. Can you give me a call tomorrow?

Thank you !

John J. Armano, Jr., Esquire
Certified by the New Jersey Supreme Court
as a Municipal Court Law Attorney
Trimble & Armano
Washington Professional Campus
900 Route 168, Suite B2
Turnersville, NJ 08012
Phone: (856) 232-9500
Fax: (856) 232-9698

On Jun 2, 2020, at 3:43 PM, Community Development Director
<cdd@franklintownship.com> wrote:

Attached please find proposed sample resolutions required for application for a LEAP grant. Thank you for your review! Hope all is well, Nancy
<sample two res.doc>
<sample delsea res.doc>

--
Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

sgarofolo@franklintownship.com

From: Community Development Director <cdd@franklintownship.com>
Sent: Monday, June 29, 2020 8:57 PM
To: Nkbrent5@yahoo.com
Subject: Fwd: Grant

---------- Forwarded message ----------
From: **Community Development Director** <cdd@franklintownship.com>
Date: Monday, June 29, 2020
Subject: Grant
To: Barb Freijomil <clerk@franklintownship.com>

Thank you

On Monday, June 29, 2020, Barb Freijomil <clerk@franklintownship.com> wrote:

See attached.

Barbara Freijomil

Municipal Clerk

Township of Franklin

1571 Delsea Drive

Franklinville, NJ 08322

856-694-1234 ext. 114

Fax: 856-694-1279

WARNING:

Email received by or sent to Township officials is subject to the Open Public Records Act [OPRA]. This means that absent some specific privilege, all such communications are considered a public record and are subject to publication and/or dissemination to the public upon request.

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Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin

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Nancy Kennedy Brent, Esq.
Community Development Director
Township of Franklin