

**From:** Community Development Director <cdd@franklintownship.com>  
**Sent:** Thursday, May 27, 2021 10:41 AM  
**To:** Stefanie Garofolo; Nkbrent5@yahoo.com  
**Subject:** Fwd: Ordinance Establishing Department of Law, et al.  
**Attachments:** ORD.docx

----- Forwarded message -----

**From:** Community Development Director <cdd@franklintownship.com>  
**Date:** Mon, May 24, 2021 at 9:57 AM  
**Subject:** Fwd: Ordinance Establishing Department of Law, et al.  
**To:** <Nkbrent5@yahoo.com>

----- Forwarded message -----

**From:** CherylLynn Walters <cwalters@prlawoffice.com>  
**Date:** Mon, Jan 16, 2017 at 3:26 PM  
**Subject:** Ordinance Establishing Department of Law, et al.  
**To:**  
**Cc:** Stuart Platt <platt@prlawoffice.com>

Good Afternoon Ms. Brent and Ms. Freijomil,

My name is CherylLynn Walters and I am an attorney at Platt & Riso – it is nice to meet you. I hope this email finds you both doing well.

Attached please find an “Ordinance Establishing the Department of Law and Creating the Part-Time Position of the Director of the Department of Law for the Township of Franklin.” Kindly review same and contact me with any questions, comments or revisions.

As you know, this ordinance was introduced by title only at the January 7, 2017 reorganization meeting. As such, a copy of the ordinance must be published in the official newspaper of Franklin Township at least ten (10) days before the date on which it will be considered at a public hearing on second reading. I have copied Ms. Freijomil on this email for that purpose. In the event you find the ordinance is acceptable and requires no revisions, please confirm same via email response so Ms. Freijomil knows this is the final version of the ordinance for publication.

Please feel free to contact me anytime on this or any other matter. My full contact information is set forth below. Thank you both for your time.

Very truly yours,

CherylLynn Walters

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CherylLynn Walters, Esquire

PLATT & RISO, P.C.

40 Berlin Avenue

Stratford, New Jersey 08084

Phone (856) 784-8500, Ext.16

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Email: [cwalters@prlawoffice.com](mailto:cwalters@prlawoffice.com)

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**TOWNSHIP OF FRANKLIN**

**O-\_\_-2017**

**ORDINANCE ESTABLISHING THE DEPARTMENT OF LAW AND CREATING THE  
PART-TIME POSITION OF THE DIRECTOR OF THE DEPARTMENT OF LAW FOR  
THE TOWNSHIP OF FRANKLIN**

**WHEREAS**, the Township of Franklin is a municipal corporation organized and operating under the laws of the State of New Jersey; and

**WHEREAS**, pursuant to said laws, the Township Committee is authorized to establish the office of the Department of Law and to appoint the personnel necessary to carry out the administration and operations of said department; and

**WHEREAS**, the Mayor and Township Committee deem it in the best interests of the Township to establish the office of the Department of Law and to establish the position known as the Director of the Department of Law;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Township Committee of the Township of Franklin that the Code of the Township of Franklin is hereby amended, revised and/or supplemented as follows:

**SECTION 1:** There is hereby established a new Chapter 30 within the Code of the Township of Franklin, entitled "Department of Law," which shall read as follows:

**CHAPTER 30 – DEPARTMENT OF LAW**

**§30-1 Department established**

There is hereby created and established within the Township a Department of Law which shall be administered by the Director of the Department of Law in the manner forth in this Chapter.

**§30-2 Director of the Department of Law as Department Head; Term; Salary**

- A. There is hereby established the position of the head of the Department of Law, known as the "Director of the Department of Law." The position of the Director of the Department of Law shall be a part-time position.
- B. The Director of the Department of Law shall be appointed by the Township Committee for a term not to exceed one (1) year, expiring at the annual reorganization meeting of the Township Committee held in January of each year, and shall be paid an annual salary at the rate established by the annual salary ordinance adopted by the Township Committee each year.

## **§30-2 Powers and duties of the Director of the Department of Law**

The Director of the Department of Law shall have the following powers, duties and responsibilities:

- A. to act as liaison between the Township Committee and the municipal attorney regarding the preparation of ordinances, resolutions, contracts, agreements, deeds, leases or other conveyances, obligations, bonds, maps, reports and/or other such other legal matters as Township Committee may require;
- B. to prepare resolutions and/or ordinances which are not otherwise prepared by the Township Clerk or municipal attorney;
- C. to delegate matters to special counsel appointed by the Township Committee when the municipal attorney has a conflict of interest or otherwise cannot represent the Township on a particular matter;
- D. to maintain a record of all actions and suits which relate to the Township's interests and file reports thereon, from time to time, as the Township Committee may request;
- E. to preserve all papers, documents, memoranda, reports and other materials relating to the administration of the Department of Law, which materials shall be and shall remain the property of the Township, and to implement recordkeeping procedures with respect to the filing and preservation of same;
- F. to monitor and advise the Township Committee on the status of any newly enacted legislation which could impact the operations or interests of the Township;
- G. upon expiration or termination of his/her service, to forthwith surrender to his /her successor all papers, documents, memoranda, reports and other materials relating to the administration of the Department of Law which were compiled by and/or maintained by the Director of the Department of Law as required in this Chapter;
- H. to coordinate, review and make suggestions, where appropriate, regarding matters within the scope of the duties set forth herein; and
- I. to perform such other duties, within the scope hereof, as may be required by Township Committee.

**SECTION 2:** Except as set forth in Section I above, the balance of the Code of the Township of Franklin shall not be affected by this Ordinance.

**SECTION 3:** All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

**SECTION 4:** If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

**SECTION 5:** This Ordinance shall take effect immediately upon posting, publication, final passage in the manner prescribed by law.

Attest:

Township of Franklin

BARBARA FREIJOMIL, RMC

**CERTIFICATION**

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do hereby certify that the foregoing Ordinance was introduced at the reorganization meeting of the Township of Franklin held on January 7, 2017 and thereafter duly advertised in the legal newspaper of the Township at least ten (1) days prior to it being considered for final passage and adoption at a subsequent meeting to be held on February \_\_, 2017, at which time any person interested therein will be given an opportunity to be heard.

BARBARA FREIJOMIL, RMC

Township Clerk

Introduced January 26, 2017

| Name              | Yes | No | Abstain | Absent |
|-------------------|-----|----|---------|--------|
| Ms. Vassallo      |     |    |         |        |
| Ms. Flaim         |     |    |         |        |
| Ms. Petsch-Wilson |     |    |         |        |
| Mr. Deegan        |     |    |         |        |
| Mayor Krevetski   |     |    |         |        |

Adopted February \_\_, 2017

| Name              | Yes | No | Abstain | Absent |
|-------------------|-----|----|---------|--------|
| Ms. Vassallo      |     |    |         |        |
| Ms. Flaim         |     |    |         |        |
| Ms. Petsch-Wilson |     |    |         |        |
| Mr. Deegan        |     |    |         |        |
| Mayor Krevetski   |     |    |         |        |

**sgarofolo@franklintownship.com**

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**From:** Community Development Director <cdd@franklintownship.com>  
**Sent:** Thursday, May 27, 2021 10:42 AM  
**To:** Stefanie Garofolo; Nkbrent5@yahoo.com  
**Subject:** Fwd: Minutes  
**Attachments:** January 26, 2017 Closed Session.docx; January 26, 2017 Regular Meeting.docx; January 26, 2017 Work Session.docx

----- Forwarded message -----

**From:** Community Development Director <cdd@franklintownship.com>  
**Date:** Mon, May 24, 2021 at 10:00 AM  
**Subject:** Fwd: Minutes  
**To:** <Nkbrent5@yahoo.com>

----- Forwarded message -----

**From:** <(unknown sender)>  
**Date:** Wed, Feb 1, 2017 at 2:31 PM  
**Subject:** Minutes  
**To:** Don Krevetski <dkrevetski17@gmail.com>, Leah Vassallo <vassallo.leah@gmail.com>

Hi, For your review. Barb

**Barbara Freijomil**

**Municipal Clerk**

**Township of Franklin**

**1571 Delsea Drive**

**Franklinville, NJ 08322**

**856-694-1234 ext. 114**

**Fax: 856-694-1279**

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**Township of Franklin  
Township Committee Closed Session Meeting Minutes  
January 26, 2017**

**Call to Order:**

Time: 9:30 PM

Ms. Vassallo: Present

Mrs. Petsch-Wilson: Present

Solicitor: Mr. Platt: Present

Mayor Krevetski: Present

Mr. Deegan: Present

Administrator Brent: Present

Personnel: Director of Public Works – Mrs. Brent said there was three candidates who were interviewed. [REDACTED] said Larry Snodgrass has taken all the classes but does not have a lot of supervisory experience. [REDACTED] John Willins has lots of varied work experience, but no municipal or Public Works experience. Charles [REDACTED] 14 years in Franklin Township. He also had worked with Larry Snodgrass and Frank [REDACTED] Mr. Deegan said all applicants were asked the same questions. Mr. Deegan felt Mr. Snodgrass was not ready for the position. Mr. Deegan felt Mr. Bosco has a lot of baggage and filed Whistleblower lawsuit in Franklin Township and Bedford. He is now a CPWM but will have to get the certificate within 2 years. Mr. Platt recommended [REDACTED] giving him a work agreement. The salary will be \$65,000.

Director of Department of Law – Mrs. Kennedy Brent was the only applicant. She is well qualified. Mr. Deegan asked if she could write grants. Mrs. Brent said yes she has experience from the school board writing grants and will work on the same for the Township. The salary will be \$32,500 for the part time position bringing her up to 40 hours a week.

Litigation: Mr. Platt gave the Committee a full history of the different phases of the Affordable Housing litigation. [REDACTED] Nothing is clear yet and he recommends allocating funds of \$3,000 to the [REDACTED] all for the benefit of the local consortium defending all [REDACTED] Gloucester County towns who are involved.

**Adjournment:**

Time: 10:45 PM

Respectfully submitted,

Barbara Freijomil

**Township of Franklin  
Township Committee Regular Meeting Minutes  
January 26, 2017**

**Call to Order:**

Time: 7:30 PM

Ms. Vassallo: Present

Mrs. Petsch-Wilson: Present

Mr. Deegan: Present

Mrs. Brent: Present

Mayor Krevetski: Present

Solicitor Mr. Platt: Present

**Salute to the Flag:**

Mayor Krevetski led the Salute to the Flag.

**Open Public Meetings Act Statement:**

Pursuant to the Open Public Meetings Act, there was adequate notice of this Regular Meeting by forwarding notice of the Regular Meeting schedule to the South Jersey Times, and Courier Post, as well as posting same on the Bulletin Board as well as the Township Website. This meeting is being videotaped and will be on Channel 9.

Clerk's Correspondence – There are two reports for your review along with three Township groups raffle/bingo applications. There is a request for a temporary trailer permit from Mr. Maden due to a fire.

Motion Ms. Vassallo seconded by Mr. Deegan and all in favor to allow a temporary trailer permit extended to Mr. Maden on E. Grant Avenue. A ratifying resolution will be adopted after the closed session portion.

Finance Office – Bill List – Mrs. Petsch Wilson asked about parts and labor for certain vendors for Public Works. Mr. Deegan said a previous committeeman wanted only a certain vendor only to be used. A meeting will be set up with Public Works to discuss vendors.

Engineer's Report – Mr. Jim Winkowski said he met with ARH and is in the process of transitioning. Mr. Deegan asked about grants for roadwork. Mr. Winkowski said a DOT grant is open now and bids were opened today for last year's project. A priority list will be started and roads repaired accordingly.

Community Center – Mrs. Brent said the Community Center is running smoothly.

Public Works Department – Mr. Snodgrass said the leaf collection is about three weeks behind. The snow hindered the operation. Potholes are being filled.

Police Department – Lt. DeCesari is filling in for Chief Zimmer. Officers are out working and making contacts. 35 more DUI arrests than last year. More narcotics arrests are being made and additional training is being conducted at the local colleges for crime scene processing, narcotics, et. Lt. DeCesari asked for more people to keep car doors locked. Youth week is being planned and volunteers within the Police Department are being filled.

Administrator's Report – Mrs. Brent said she has met with all the members of the Committee since reorganization. She commended Public Works and the Police Department for work during the storms.

**Public Portion:**

Motion to Open: Deegan

Second: Vassallo

All In Favor: Unanimous

Mike McGurk, Lincoln Avenue, supports the grant for Green Acres.

Motion To Close: Deegan

Second: Vassallo

All In Favor: Unanimous

**Approval of Correspondence and Reports:**

Motion: Deegan

Second: Vassallo

All In Favor: Unanimous

**Approval of Bills:**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Recuse Franklin Alarm                      Mayor Krevetski: Yes

**Approval of Minutes:**

January 7, 2017 Reorganization Meeting

Motion: Deegan                                              Second: Vassallo

All In Favor: Unanimous

**Approval Of Raffle Licenses:**

Motion: Deegan                                              Second: Vassallo

All in Favor:

**Approval of Licenses:**

Motion: Deegan                                              Second: Vassallo

All In Favor: Unanimous

**Public Hearing for O-1-17 Establishing the Department of Law and Creating the Part-Time Position of the Director of the Department of Law for the Township of Franklin**

Motion: Deegan                                              Second: Vassallo

All In Favor: Unanimous

Nora Craig, Coles Mill Road, wanted to know what the Department of Law will perform. Ms. Vassallo said the person will handle internally as much as possible and will dole out items not able to be performed in house. Mrs. Craig said she is getting her faith restored.

**Close Public Hearing on O-1-17**

Motion: Deegan                                              Second: Vassallo

All In Favor: Unanimous

**Adopt O-1-17 Establishing the Department of Law and Creating the Part-Time Position of the Director of the Department of Law for the Township of Franklin**

Motion: Deegan                                              Second: Vassallo

Roll Call:

Ms. Vassallo: Yes                                              Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes                                      Mayor Krevetski: Yes

Presentation by Environmental Commission regarding Piney Hollow Preservation Area. Many pictures of the area and a detailed map were shown by Barbara Halpern from the Environmental Commission.

**Public Hearing on the Piney Hollow Preservation Area Stewardship Grant**

Motion: Deegan                                              Second: Vassallo

All In Favor: Unanimous

Nora Craig, Coles Mill Road, is in favor of this grant and feels a responsibility to fix it.

Harry Kennedy, Fries Mill Road, said he was the Mayor when the Piney Hollow Preserve was bought for a \$1. He said the park is nice and it should be preserved. He said he likes the spirit of cooperation.

Mr. Scott Sweigert, Main Road, asked if there is an environmental impact by fixing it and what would happen to the other lakes if it is not fixed. Mrs. Halpern said they will try to keep the machinery to a minimum. She wants to have dam removal. Mayor Krevetski said this is a once in a lifetime grant. Mrs. Halpern feels it was custom made for Piney Hollow Park.

Mr. Lou Moffa, Morris Avenue, asked if a public private partnership for this park and other parks. Mrs. Halpern said that is exactly what the grants wants you to do. Mr. Deegan said he attended the Environmental Commission and they are very passionate.

**Close Public Hearing on the Piney Hollow Preservation Area Stewardship Grant**

**Resolution 27-17 Authorizing the Tax Collector and Treasurer to Refund Overpayment of Taxes**

Motion: Deegan                                              Second: Vassallo

Roll Call:

Ms. Vassallo: Yes                                              Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes                                      Mayor Krevetski: Yes

**Resolution 28-17 Authorizing the Tax Collector to Transfer Overpayment of Taxes from 2015, 2016 to 2017**

Motion: Deegan                                              Second: Vassallo

Roll Call:

Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 29-17 Authorizing the Chief Financial Officer of the Township of Franklin to Transfer Certain Funds From and To Specific Accounts in the 2016 Budget of the Township of Franklin**

Motion: Deegan                      Second: Vassallo  
 Roll Call:  
 Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 30-17 Authorizing a Feasibility Study on the Benefits of the Franklin Township Volunteer Ambulance Versus the Gloucester County EMS and Establishing a Task Force**

Motion: Deegan                      Second: Vassallo  
 All in Favor:  
 Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 31-17 Authorizing a Feasibility Study on the Benefits of a Resource Officer at the Franklin Township Elementary Schools and the Delsea Regional High Schools**

Motion: Deegan                      Second: Vassallo  
 Roll Call:  
 Ms. Vassallo: Yes                      Mr. Deegan: No  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

Mr. Deegan feels the school district should do the study and suggest how they should run.  
 Ms. Vassallo understands his concern but will only go forward with the schools input and consent. She would like to know the costs and Mayor Krevetski said it is just a broad stroke.

**Resolution 32-17 Pertaining to Public Portion at Franklin Township Committee Meetings**

Motion: Deegan                      Second: Vassallo  
 All In Favor: Unanimous

**Resolution 33-17 Seeking Department of Environmental Protection Green Acres Enabling Resolution**

Motion: Deegan                      Second: Vassallo  
 Roll Call:  
 Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 34-17 Reappointing Joan Sorbello Adams as Municipal Court Judge for the Franklin Joint Municipal Court**

Motion: Deegan                      Second: Vassallo  
 Roll Call:  
 Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 35-17 Authorizing Annual Salary Increases for Unrepresented Employees**

Motion: Deegan                      Second: Vassallo  
 Roll Call:  
 Ms. Vassallo: Yes                      Mr. Deegan: Yes  
 Mrs. Petsch-Wilson: Yes              Mayor Krevetski: Yes

**Resolution 36-17 Authorizing a Closed Executive Meeting for the Township Committee of the Township of Franklin**

Motion: Deegan                      Second: Vassallo  
 All In Favor: Unanimous

**Resolution 37-17 Releasing a Performance Bond for Property Known as LKQ Penn Marr Inc. Being Block 6802 Lots 25, 27, 28, 29**

Motion: Deegan                      Second: Vassallo  
 All In Favor: Unanimous

**Resolution 38-17 Authorizing the Mayor To Sign the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund Safety Contract**

Motion: Deegan                      Second: Vassallo  
 All In Favor: Unanimous

**Resolution 39-17 Authorizing the Tax Collector and Treasurer to Refund Overpayment of Taxes**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**Resolution 40-17 Authorizing the Cancellation of Outstanding General Account and Bail Account Checks Issued for Refund or Overpayment**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**Introduction of the Following Ordinance: Public Hearing on February 9, 2017**

**O-2-17 Repeal Chapter 17 of the Township Code of the Township of Franklin**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**O-3-17 Establishing a Communications Commission for the Township of Franklin**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**O-4-17 Repeal Chapter 43 of the Township Code of the Township of Franklin**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**O-5-17 Establishing an Economic Development Commission for the Township of Franklin**

Motion: Deegan

Second: Vassallo

Roll Call:

Ms. Vassallo: Yes

Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes

Mayor Krevetski: Yes

**Second Public Portion:**

Motion: Deegan

Second: Vassallo

All In Favor: Unanimous

Scott Sweigert, Main Road, would like an update on the Main Road Materials. Mrs. Brent said a motion is scheduled for Feb. 10 in Woodbury, NJ. Mrs. Brent said it may be moved back due to change in solicitor. Mrs. Brent said she can post the information and Mr. Platt said with the hiring of the Department of Law personnel, this information will be available quickly.

Linda Turner, Main Road, said March 14 is the newest date that she knows about. Mr. Platt said he will get up to speed with it quickly and what is disclosable will be disclosed. Mr. Platt said Mrs. Turner can always give her opinions. She thanked the Environmental Commission for their hard work. She believes there is a member that should be moved up from Alternate to member. Ms. Vassallo said that their votes have been unanimous and they can revisit it next year.

Jim Kelly, Dutch Mill Road, thanked the Committee for starting the process of speed bumps at the Little League fields. He was pleased the EDC is being resurrected.

Lou Moffa, asked why the fifth person is still not seated. Mr. Platt updated the Committee and audience. The case is moving slowly due to delay in depositions. There have been motions and filings in the court. The depositions are finishing up early in February. The trial date is in early April. Mr. Moffa wanted to know why the plaintiffs are having a hard time getting their people to be deposed. Mr. Platt said the judge is at the point where it is going to be heard with or without the depositions. Most of the fees are being covered through JIF.

Jim Kelly, Dutch Mill Road, asked the people aren't deposed, will it hurt the Township case. Mr. Platt said no.

Fred Plaskett, Little Mill Road, wanted to know if when the case is settled, will anything have to be redone? Ms. Vassallo said no. Mr. Plaskett asked where the brine truck was during the storm. The brine truck brined only the major roads. Mr. Plaskett asked for more police presence on Little Mill Road.

Harry Kennedy, Fries Mill Road, said that he that he learned that Mr. Platt is a Buffalo Bills fan and will have two weeks to catch up on the litigation. Mr. Kennedy said that justice delay is justice denied. He said people don't care if you are a republican or democrat. They just want good people.

Nora Craig, Coles Mill Road, wanted to know if the fifth person cannot sit up on the dais. Mr. Platt said there is a temporary injunction and can't act in a legal capacity.

Bill Tappin, Hill St, asked about a public portion during the Planning Board. Mr. Platt will be sending a letter to each board for a general public portion during all public meetings as per the Open Public Meetings Act.

Jason Brandt, Rosemont Avenue, said there was discussion about engaging in conversation. Mr. Platt said the public has a right to speak and then the board can either respond or not.

Motion: Deegan  
All In Favor: Unanimous  
**Committee Reports:**

Vassallo: She has interviewed for the positions Director of Public Works and Department of Law. She attended the Planning Board meeting.

Petsch-Wilson: She congratulated Phyllis Martin on being vote Chairwoman to the Library Board. They are having a book sale and bus trip to the Flower Show. She reported on the School Board meetings she attended. She discussed many aspects of the meetings she has been attending.

Deegan: He is working in each department to understand their work. He is working his way through the buildings. He attended the Municipal Alliance, Environmental, and Recreation. He attended the meeting with the fire companies and JIF to discuss coverage. Barbara Freijomil and Chuck Owens saved \$118,000 by using JIF for worker's comp for the firemen's workers comp coverage.

Krevetski: He attended Recreation and they are planning many events. He enjoyed being Mayor and is working hard for the Township. He wants the town to run smoothly and get better. Mayor Krevetski said Leah Vassallo researches everything and is an asset to the community. Mayor Krevetski worked with the liaison to Atlantic City Electric to get the power on quickly during the recent wind storm. Mayor Krevetski said Mr. Maden had no power and he got the electrical inspector out and learned the electric was not up to par. Mr. Jack Sereday went out and did the work for free. He thanked his wife and children for their support throughout his time serving on the Township Committee and as Mayor.

**Executive Session per earlier Resolution-36-17**

Motion: Deegan  
All In Favor: Unanimous

**Motion to Close Executive Session  
and Open Regular Meeting:**

[illegible]

**Resolution 41-17 Authorizing a Temporary Trailer Permit for Mr. Maden on E. Grant Avenue until June 30, 2017**

Motion: Deegan  
All In Favor: Unanimous

## Resolution 42-17 Appointing Charles Bosco Director of Public Works

|                         |                      |
|-------------------------|----------------------|
| Motion: Deegan          | Second: Vassallo     |
| Roll Call:              |                      |
| Ms. Vassallo: Yes       | Mr. Deegan: Yes      |
| Mrs. Petsch-Wilson: Yes | Mayor Krevetski: Yes |

## **Resolution 43-17 Appointing Nancy Kennedy Brent as Part Time Director of the Department of Law**

Motion: Deegan  
Roll Call:  
Ms. Vassallo: Yes  
Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes                      Mayor Krevetski: Yes

**Resolution 44-17 Authorizing the Contribution of an Additional \$3,000 to the Statewide Consortium to fight the Affordable Housing Litigation on Behalf of Franklin Township**

Motion: Deegan                                      Second: Vassallo

Roll Call:

Ms. Vassallo: Yes                                      Mr. Deegan: Yes

Mrs. Petsch-Wilson: Yes                      Mayor Krevetski: Yes

**Adjournment:**

Motion: Deegan                                      Second: Vassallo

Time: 11:00 PM

Respectfully submitted,

Barbara Freijomil  
Municipal Clerk

**Township of Franklin  
Township Committee Work Session Meeting Minutes  
January 26, 2017**

**Call to Order:**

Time: 7:00 PM

Ms. Vassallo: Present

Mrs. Petsch-Wilson: Present

Solicitor: Mr. Platt: Present

Mayor Krevetski: Present

Mr. Deegan: Present

Administrator Brent: Absent

**Open Public Meetings Act Statement:**

Pursuant to the Open Public Meetings Act, there was adequate notice of this Regular Meeting by forwarding notice of the Regular Meeting schedule to the South Jersey Times and Courier Post as well as posting same on the Bulletin Board as well as the Township Website.

**Planning/Zoning** Ms. Rafuse held an emergency meeting due to lack of advertising for Zoning. Chairpersons were nominated and official newspapers were selected. Lynne Rafuse reported on her meetings. Applications and subdivisions were discussed.

**Tax Office** – Elizabeth Ruhl thanked the Committee for hiring her and is reviewing and making changes as needed. She is trying to make the office run properly. The previous collector made the adjustments but didn't do a resolution. Mr. Deegan would like the office to be open during lunch. Ms. Vassallo said the flex clerks are being cross trained and they should be able to stay open during business hours.

**Finance Department** – Books have been closed out and the Annual Financial Debt is filed and \$1.4 in surplus. In the next couple of weeks budget hearings will be set. Budget hearings will start in February. Expenses are usually the same except for capital projects. Mrs. Freijomil helped save \$120,000 in savings for workers comp. Mr. Owens said a phone audit has been started and Mr. Petsch will determine what phone lines are used for alarm system.

**Housekeeping** – Mr. Deegan said the buildings are not being maintained well and he and Larry Snodgrass vacuumed and cleaned up before the meeting. The current cleaner is doing a good job but he is trying to clean during work hours. He suggested a shared service with either the schools or a private cleaning service. Ms. Vassallo said Mrs. Brent has started looking into it with a private service already. Mr. Deegan said he would spearhead the discussion with Mrs. Brent.

**Budget Hearings** – Mr. Deegan said he has asked for the budget hearings to be in the public and department heads will come in and talk about their budgets. Mr. Deegan said only needs will be budgeted. Late afternoon or early evening will be best.

**COT/ Inspections** Mr. Deegan said he has been working a few hours in each office. When he worked with Lynne Rafuse he learned that Gina Reyes will be out for a few months on medical leave. Mr. Deegan suggests taking the burden on the inspections from Zoning to the Fire Marshal office. Mr. Baldosaro said some time logistics have to be decided. Ms. Vassallo wants to know if the work load is available for the fire marshal's office to take over. Mr. Owens said the Uniform Fire Act only allows fees from life hazard to run his office. Mr. Owens said he is sure they can find a way to make it work.

**Public:** Mr. Brandt said the COT fire inspections in Vineland run smoothly. Mr. Brandt said smoke inspections are done by fire inspectors. Mr. Baldosaro said carbon monoxide detectors and fire distinguishers are required in kitchens. Mr. Platt said COT's are not required by law. Nora Craig wanted to know why it is being done if it is not required. Mrs. Craig thinks there is too much oversight. Mrs. Rafuse said in 1999 that is when COT's started and it was for safety and elevating the standards.

**Adjournment:**

Time: 7:30

Respectfully submitted,

Barbara Freijomil

**sgarofolo@franklintownship.com**

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**From:** Community Development Director <cdd@franklintownship.com>  
**Sent:** Thursday, May 27, 2021 10:40 AM  
**To:** Stefanie Garofolo; Nkbrent5@yahoo.com  
**Subject:** Fwd: Contract  
**Attachments:** Community Development 12.16.19 ja revisions.doc

----- Forwarded message -----

**From:** Community Development Director <cdd@franklintownship.com>  
**Date:** Mon, May 24, 2021 at 9:53 AM  
**Subject:** Fwd: Contract  
**To:** <Nkbrent5@yahoo.com>

----- Forwarded message -----

**From:** Barb Freijomil <clerk@franklintownship.com>  
**Date:** Mon, Jan 13, 2020 at 3:48 PM  
**Subject:** Contract  
**To:** Communtiy Development Director <cdd@franklintownship.com>

Hi, You came in to my office on December 18<sup>th</sup> and told me that the version of your contract that you signed on December 17<sup>th</sup>, was not the final agreed upon version. I did not know that there was another one. I left the final version that I received from John Armano on your desk in the Administrators office on Dec. 20. I inadvertently signed my name and I am now printing out a new copy (unsigned) and will bring it to your office. Please call me and I will come and witness your signature and then sign it. Barb

**Barbara Freijomil**

**Municipal Clerk**

**Township of Franklin**

**1571 Delsea Drive**

**Franklinville, NJ 08322**

**856-694-1234 ext. 114**

**Fax: 856-694-1279**

Confidentiality Notice: This electronic message transmission contains information from the Township of Franklin which may be confidential and/or privileged, and only for this use of the individual(s) and/or entity(ies) named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is strictly prohibited. If you have received this electronic transmission in error, please let me know by reply and then delete it from your system. Thank you!

**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.

**TOWNSHIP OF FRANKLIN**  
**EMPLOYMENT AGREEMENT**  
**COMMUNITY DEVELOPMENT DIRECTOR**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **TOWNSHIP OF FRANKLIN**, a Municipal Corporation (hereafter "Township") and Nancy Brent (hereafter "Employee").

**WHEREAS**, the Township desires to employ Employee as Community Development Director of the Township, and to perform such related duties and functions;

**WHEREAS**, the Employee desires to serve as Community Development Director;

**WHEREAS**, the Township and Employee desire to agree in writing to the terms and conditions of Employee's employment as Community Development Director.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **EMPLOYMENT:** Township agrees to employ Employee to perform the following services:

- a. Employee agrees to serve as Community Development Director and will report directly to the Mayor, Township Administrator or Economic Development Chairman.
- b. Employee shall perform Economic Development duties, which shall include, but not be limited to working with the Economic Development Committee in developing a strategy to promote the Township for key projects. Employee shall also help in establishing Redevelopment Zones and Master Plan Changes.
- c. Employee shall perform duties regarding the clean-up of Route 40 and Route 47 corridors by taking necessary action to improve the sight lines and overall appearance of these key areas in the Township.
- d. Employee shall perform Grant Writing which shall include, but not be limited to research, writing and coordinating the grant application process for grants that have been identified by the Township Administrator and which the Township Committee approves as beneficial to the Township. Examples would be Park and Recreation; Energy Savings; Police Department; and other special projects identified by the Township.
- e. Employee shall work with the Township Administrator in the review and updating of Township Ordinances to ensure they are current, relevant and that pricing for the Township's services are competitive with other local towns.

- f. Employee will perform duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- g. Employee shall provide Township Administrator, Mayor, or Economic Development Chairperson with weekly summary of activities and duties performed and shall be available to attend the Township Committee Meetings, when necessary, to give updates on the progress he/she is making on the projects assigned.
- h. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer.

2. **TERM:** The term of this Agreement shall commence on January 1, 2020, and shall continue for two (2) years, unless terminated by the Township or the Employee. The Township may terminate this Agreement at any time upon the Township Administrator providing notice to Employee of the effective date of the termination. In the event this Agreement is terminated by the Township, Employee shall receive any unpaid balance of salary for the remaining duration of the original contract term of this Agreement and accrued vacation/personal/sick time, as well as medical benefits for herself and her family for the duration of the original contract term of this Agreement, or, if there is less than three (3) months remaining on the original term of this Agreement, Employee shall receive three (3) months' salary and accrued vacation/personal/sick time, as well as medical benefits for herself and her family for three (3) months. In the event the Employee voluntarily desires to resign this position with the Township, Employee will provide at least thirty (30) days' written notice in advance, unless the parties agree otherwise.

3. **SEVERANCE BENEFIT:** In the event that the term of this Agreement concludes and Employee is not renewed as an employee by the Township, a severance benefit of three (3) months salary and medical benefits (as detailed below) shall be provided to Employee.

4. **SALARY:** Township agrees to pay Employee an annual salary of Eighty Thousand Dollars (\$80,000.00), payable at the same time as other employees are paid and subject to customary withholding.

5. **INDEMNIFICATION:** Franklin Township shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, including any action which may commence or continue after Employee's retirement, resignation or termination. Notwithstanding the foregoing, the Township is not obligated to defend, hold harmless or indemnify Employee for any intentional criminal act.

6. **SICK/PERSONAL LEAVE:** Effective upon Employee's first day of employment, Employee shall be credited with 3 hours sick/personal leave, with the option to sell back this sick/personal leave. In addition, Employee will be entitled to 88 hours of sick/personal

leave for each year of this contract, advanced on the first day of the year with the option to sell back this leave. Advanced notice is not required for Employee to use sick/personal leave.

7. **VACATIONS:** Effective upon Employee's first day of employment, Employee shall be credited with 61.5 hours of vacation leave, with the option to sell back this vacation leave. In addition, Employee will be entitled to 120 hours of vacation leave for each year of this contract, advanced on the first day of the year. Unless otherwise agreed to between the parties, one (1) week's advanced notice is required for Employee to use vacation leave.

8. **HOLIDAYS:** Employer shall provide Employee with the same holidays as enjoyed by other Township employees.

9. **HEALTH BENEFITS:** Health Insurance, Prescription, Dental, and Vision benefits for the Employee and her family will be provided during the term of this Agreement under the Management plan document in accordance with the minimum premium cost sharing provisions as set forth in the Agreement Between the Township of Franklin and AFSCME executed on September 3, 2015 under Article XXIV A or PBA Union Contracts whichever is less. The Employee also has the option of taking advantage of the Township's Opt-Out policy in the amount of \$3,700.00. If the Township Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the employee.

10. **HOURS OF WORK:** Hours are to be 3 days per week (7 hours per day, plus 1 hour for lunch), totaling 24 hours per week. Employee will also work another 6 hours per week of research time to complete the various duties detailed above. Any hours above the aforementioned 30 hours per week requires the advance approval of the Township Administrator and will be compensated at employee's per diem rate.

It is anticipated that the employee's regularly scheduled workdays will be Monday, Tuesday and Thursday, however said days may vary based on the needs of the Township or the Employee. It is understood that the position of Community Development Director may require attendance at evening meetings and occasionally at weekend meetings, as well as at other times not during the regularly scheduled workdays.

11. **OFFICE SPACE:** Employer will provide Employee with office space as needed, which office space will be mutually agreed upon.

12. **GENERAL EXPENSES:** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee may incur from time to time when provided appropriate documentation. Employer will also pay for Employee's Professional Development expenses in an amount not to exceed \$600.00 per year. Any days spent partially or fully in professional development shall be credited as days worked, as are similarly situated positions.

12. **NOTICES:** Any and all notices required pursuant to the terms of this Agreement shall be in writing and either given in person or mailed by certified or registered mail, return receipt requested. The notice shall be sent to the addresses set forth below, unless otherwise designed, in writing, by the parties.

To the Township: Township Administrator  
Township of Franklin  
1571 South Delsea Drive  
Franklinville, NJ 08322

To Employee: Nancy Brent  
P.O. Box 944  
Malaga, NJ 08328

13. **ASSIGNMENT:** This Agreement is not assignable by the Township or Employee.

14. **SEVERABILITY:** If any of the provisions of this Agreement are deemed invalid, void or illegal, then the provisions so affected shall be deleted from this Agreement, and equitable compensation shall be provided to the Employee for the deletion of such provision. All remaining provisions shall remain in full force and effect.

15. **GOVERNING LAW:** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with the laws of the State of New Jersey. Any judicial proceedings pertaining in any way to this Agreement shall be brought in the Superior Court of New Jersey, Gloucester County.

16. **NO INTERPRETATION AGAINST DRAFTER.** Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

17. **AMENDMENT:** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter herein and no modification shall be valid or enforceable unless by an amendment or supplemental agreement in writing executed or approved in the same manner as this Agreement.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. Except as explicitly set forth in this Agreement, there are no representations, warranties or inducements that in any way affect the validity of this Agreement.

19. **EXECUTION AND COUNTERPARTS:** This agreement may be executed in any number of counterparts. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this agreement to be effective.

**IN WITNESS WHEREOF**, Employer has caused this Agreement to be signed and executed on its behalf by the Franklin Township Mayor, David P. Deegan, Jr., and Employee has signed this Agreement, the day and year first written above.

ATTEST:

EMPLOYER  
TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
Barbara Freijomil, Municipal Clerk

By: \_\_\_\_\_  
David Deegan, Mayor

WITNESSETH:

EMPLOYEE:

\_\_\_\_\_

By: \_\_\_\_\_  
(Print name below signature)

**sgarofolo@franklintownship.com**

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**From:** Community Development Director <cdd@franklintownship.com>  
**Sent:** Thursday, May 27, 2021 10:40 AM  
**To:** Stefanie Garofolo; Nkbrent5@yahoo.com  
**Subject:** Fwd: FW: R-167-19 Brent Community Development Director  
**Attachments:** Community Development 12.16.19 ja revisions.doc

----- Forwarded message -----

**From:** Linda Caspermeyer <linda.caspermeyer@trimbleandarmano.com>  
**Date:** Tue, Dec 17, 2019 at 10:04 AM  
**Subject:** FW: R-167-19 Brent Community Development Director  
**To:** Nancy Brent <nbrent@franklintownship.com>  
**Cc:** John Armano <John.armano@trimbleandarmano.com>

Dear Ms. Brent –

John is in Court this morning; however, he asked that I forward the attached document to you.

Thank you,

Linda Caspermeyer, Paralegal

to **JOHN J. ARMANO, JR., ESQUIRE**

**TRIMBLE & ARMANO**

Washington Professional Campus

900 Rte. 168, Suite B-2

Turnersville, NJ 08012

Firm Tel. 856-232-9500 | Fax: 856-232-9698

[linda.caspermeyer@trimbleandarmano.com](mailto:linda.caspermeyer@trimbleandarmano.com)

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**COMMUNITY DEVELOPMENT DIRECTOR**

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ATTEST:

EMPLOYER  
TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
Barbara Freijomil, Municipal Clerk

By:\_\_\_\_\_  
David Deegan, Mayor

WITNESSETH:

EMPLOYEE:

\_\_\_\_\_

By:\_\_\_\_\_  
(Print name below signature)