



Gmail

Colleen Little <clittle@franklinborough.org>

OPRA request - Invoices and hearing recommendations

1 message

Robin Patrick <opra+request-93193-c93c5f65@requests.opramachine.com>

Wed, Jul 8, 2026 at 5:11

PM

To: OPRA requests at Franklin Borough <clerk@franklinborough.org>

RECEIVED

JUL - 8 2026

Borough of Franklin
Municipal Clerk's Office

Dear Franklin Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-5(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

This OPRA seeks:

-All invoices from RJH Law Enforcement Consultants [Consulting] (Raymond Hayducka) to Franklin Borough from January 1, 2015, to today, July 8, 2026, as well as the contract for legal services and vendor information sheet.

-All hearing recommendations/rulings by RJH Law Enforcement Consultants [Consulting] (Raymond Hayducka).

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Robin Patrick

CC: Finance

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-93193-c93c5f65@requests.opramachine.com

Is clerk@franklinborough.org the wrong address for OPRA requests to Franklin Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=franklin_borough

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/invoices_and_hearing_recommenda_7

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAMachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

Raymond J. Hayducka
RJH Law Enforcement Consultants
11 Liberty Drive Dayton, New Jersey 08810
Rhayducka@verizon.net

Invoice Date: March 10, 2020

RE: I/M/O Franklin Borough v. Lieutenant Jeffrey Smith

Miscellaneous phone calls / Correspondence – No Charge (Under 1 hour)

1. Hearing (10/27/19) = 6 hours x \$125.00 = \$750.00
2. Hearing (11/4/19) = 5 hours x \$125.00 = \$625.00

Note: Invoice includes travel

Total Amount Due

\$1375.00

Please make check payable to Raymond J. Hayducka

Raymond J. Hayducka
RJH Law Enforcement Consultants
11 Liberty Drive Dayton, New Jersey 08810
Rhayducka@verizon.net

Invoice Date: March 10, 2020

RE: I/M/O Franklin Borough v. Patrolman Jeffrey Snyder

Miscellaneous phone calls / Correspondence – No Charge (Under 1 hour)

1. Hearing (2/27/20) – 7 Hours x \$125.00 = \$875.00 (Includes travel)

NOTE: Matter mediated at hearing

Total Amount Due

\$875.00

Please make check payable to Raymond J. Hayducka



BOROUGH OF FRANKLIN

46 Main Street
Franklin, NJ 07416

Nicholas Giordano, Mayor
Alison Littell McHose, Administrator
Darlene J. Tremont, Acting Clerk
Phone: 973/827-9280 x 101
Fax: 973-827-9279

December 13, 2018

Via regular mail and email

Raymond J. Hayducka, Police Consultant
11 Liberty Drive
Dayton, NJ 08810

RE: Hearing Officer Appointment

Dear Mr. Hayducka;

Congratulations, the Mayor and Council on December 11, 2018, approved appointing you Hearing Officer at the rate of \$125.00, plus expenses, not to exceed \$5,000.00. Enclosed for your files is the approved Franklin Borough Resolution #2018-112.

If you have any questions please contact our office.

Respectfully,

Darlene J. Tremont
Acting Municipal Clerk/CMR

Enclosures

Cc: Monica Miebach, CFO with enclosures
Alison McHose, via email only
Arthur Thibault, Labor Attorney, via email only

**BOROUGH OF FRANKLIN
COUNTY OF SUSSEX**

RESOLUTION 2018-112

RESOLUTION APPOINTING HEARING OFFICER UNDER N.J.S.A. 40A:14-147

WHEREAS, under N.J.S.A. 40A:14-118 the Borough Administrator serves as the appropriate authority of the Franklin Borough Police Department; and

WHEREAS, N.J.S.A. 40A:14-147 and N.J.S.A. 40A:14-147 provide for appropriate authorities to act as hearing officer to hear and decide disciplinary charges brought against members of a police department; and

WHEREAS, the Borough Administrator has determined it appropriate to delegate her authority to hear and decide the charges to a third-party; and

WHEREAS, the Acting Police Chief and the Borough Administrator anticipate the need for a hearing officer in the near future for a police disciplinary matter; and

WHEREAS, the Borough Administrator recommends the appointment of Raymond Hayducka of South Brunswick, New Jersey to serve as hearing officer at a rate of \$125 per hour; and

WHEREAS, the Borough Council has reviewed the qualifications of Raymond Hayducka and has determined that hiring Raymond Hayducka is in the best interests of the Borough;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Franklin, as follows:

1. The Borough hereby appoints Raymond Hayducka to act as hearing officer in any police disciplinary hearing which may commence in 2018 or 2019.
2. Raymond Hayducka shall be compensated at the rate of \$125.00 per hour, plus expenses, not to exceed \$5,000.00, for the conduct of the hearing and time expended related thereto.
3. Raymond Hayducka shall submit a written report of findings, conclusions and recommendations to the Administrator once the hearing has concluded.

This Resolution shall be effective immediately.

CERTIFICATION: I, Darlene J. Tremont, Acting Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin at a regular meeting held on December 11, 2018.


Darlene J. Tremont, Acting Municipal Clerk

Agenda and Date Voted: 12/11/2018

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
PHILLIP CRABB	X			
DAWN FANTASIA	X			
JOSEPH LIMON		X		
JOHN POSTAS	X			
STEPHEN SKELLENGER	X			
GILBERT SNYDER				X
MAYOR GIORDANO (Tie Only)				



BOROUGH OF FRANKLIN
46 Main Street
Franklin, NJ 07416

Nicholas Giordano, Mayor
Alison Littell McHose, Administrator
Darlene J. Tremont, Municipal Clerk
Phone: 973/827-9280 x 101
Fax: 973-827-9279

January 11, 2019

Raymond J. Hayducka, Police Consultant
11 Liberty Drive
Dayton, NJ 08810

RE: Borough of Franklin Resolution 2019-01

Dear Mr. Hayducka;

Enclosed please find an original Borough of Franklin Resolution #2019-01 approving your services to the Borough of Franklin as Hearing Officer for 2019. This was approved by the Borough of Franklin Mayor and Council at their reorganization meeting held on January 1, 2019.

If you have any questions please contact our office.

Respectfully,

Darlene J. Tremont
Municipal Clerk/CMR

Enclosures

**BOROUGH OF FRANKLIN
COUNTY OF SUSSEX
RESOLUTION #2019-01**

**RESOLUTION #2019-01 AUTHORIZING THE AWARD OF NON-FAIR AND OPEN
CONTRACTS FOR PROFESSIONAL SERVICES**

WHEREAS, there exists a need for engagement of various professional services for the Borough of Franklin as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and

WHEREAS, the purchasing agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of the following contracts are set forth below; and

WHEREAS, the following individuals and firms have submitted a proposal indicating they will provide the professional services described below for the stated price said proposal; and

WHEREAS, the following individuals and firms have completed and submitted a Business Entity Disclosure Certification which certifies that the following individuals have not made any reportable contributions to a political or candidate committee in the Borough of Franklin in the previous year, and that the contract will prohibit the following individuals and firms from making any reportable contributions through the term of the contract, and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Franklin, authorizes the Mayor to enter into a contract with the following individuals and firms as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Determination of Value for the following individuals and firms be placed on file with this resolution, and

BE IT FURTHER RESOLVED that the following individuals and firms are awarded a contract for providing the professional services for the Borough of Franklin, as indicated:

Schenck, Price, Smith & King, LLP is awarded a contract for providing general legal services to the Borough of Franklin for the year 2019 dated January 1, 2019 in the amount of \$160.00 per hour, a cap of \$5,100 per month with John Ursin named as Municipal Attorney.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$120,000.00, at this time. Appropriation #01.201.20.155.020.

Ferraioli, Wielkotz, Cerullo & Cuva, P.A. is awarded a contract for providing service in the capacity of Municipal Auditor for the year 2019 dated January 1, 2019 in the amount of \$23,500.00.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$23,500.00, at this time. Appropriation #01.201.20.135.020.

Hawkins, Delafield and Wood is awarded a contract for providing general Bond Counsel legal services to the Borough of Franklin for the year 2019 dated January 1, 2019 in the amount of \$85.00 to \$250.00 per hour with a \$150.00 charge for ordinances, no base fee on bonds and notes.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$6,000.00, at this time. Appropriation #Appropriate Ordinance.

Anthony J. Den Uyl, Esq. is awarded a contract for providing the services of Municipal Prosecutor for the Borough of Franklin for the year 2019 in the amount of \$1,458.33 per month.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$20,500.00, at this time. Appropriation #01.201.25.275.020.

Daniel A. Colfax, Esq. is awarded a contract for providing the services of Deputy Municipal Public Defender for the Borough of Franklin for the year 2019 in the amount of \$150.00 per client.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$7,000.00, at this time. Appropriation #03.289.56.851.000.

Raymond J. Hayducka is awarded a contract for providing the services of Hearing Officer for the Borough of Franklin for the year 2019 in the amount of \$125.00 per hour.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$5,000.00, at this time. Appropriation #01.201.20.155.041.

Laddey, Clark & Ryan is awarded a contract for providing the services of Rent Leveling Attorney for the Borough of Franklin for the year 2019 in the amount of \$165.00 per hour with Angelo J. Bolcato, Esq. named attorney.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$7,000.00, at this time. Appropriation #03.281.56.851.084.

Brady & Correale, LLP. is awarded a contract for providing the services of Planning Board Attorney for the Borough of Franklin for the year 2019 in the amount of \$160.00 per attorney with David B. Brady named as attorney and \$150.00 per paralegal.

AS REQUIRED by N.J.S.A.40A:4-57, N.J.A.C.5:34-5.1 ET SEQ. I, Monica B. Miebach, Treasurer, Borough of Franklin, hereby certify to the Clerk, Mayor and Council, that a reasonable estimate of the Maximum Value of this Contract not to exceed \$9,000.00, at this time. Appropriation #01.201.21.180.041.

BE IT FURTHER RESOLVED, a notice of this action shall be published at least once in the New Jersey Herald.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Mayor and Council of the Borough of Franklin, at their Reorganization Meeting held on January 1, 2019, at 6:00p.m. in the Franklin Borough Municipal Building, 46 Main Street, Franklin, NJ.



Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
JOSEPH LIMON	X			
JOHN POSTAS	X			
STEPHEN SKELLENGER	X			
GILBERT SNYDER	X			
STEPHAN ZYDON JR.	X			
MAYOR GIORDANO (Tie Only)				

SETTLEMENT AGREEMENT
AND RELEASE

This **Settlement Agreement and Release** (hereinafter referred to as the "Agreement") is entered into as of the 31st day of August, 2022, by and between, **FRANKLIN BOROUGH**, with office located at 46 Main St., Franklin, New Jersey (hereinafter, the "Borough" or "Employer"), and **JEFFREY R. SMITH**, whose address is 19 East Brook, Newton, New Jersey 07860 (hereinafter "Smith" or "Employee") (hereinafter, collectively referred to as "the Parties," or, individually, as a "Party").

WHEREAS, Smith is employed as a Lieutenant with the Franklin Borough Police Department (hereinafter, the "Police Department");

WHEREAS, prior to his employment with the Police Department, Smith was employed by the Sussex County Sheriff's Office between July 24, 2001 and May 30, 2002;

WHEREAS, Smith commenced his employment with the Police Department on June 1, 2002, and has been continually employed by same for 20 years and 3 months;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WHEREAS, on January 3, 2019, Smith was served with a Preliminary Notice of Disciplinary Action dated January 3, 2019, (hereinafter, the "PNDA"), and removed from the Police Department's payroll pending a departmental hearing on the merits of the PNDA;

WHEREAS, Smith has been suspended without pay since January 3, 2019;

[REDACTED]

NOW THEREFORE, in consideration of the facts set forth in the precatory phrases and the mutual promises of the parties to this Agreement, and the covenants and conditions herein, the receipt and sufficiency of

which is hereby acknowledged, the Parties agree as follows:

TERMS OF SETTLEMENT

I. DISPOSITION OF DISCIPLINARY CHARGES

[REDACTED]

[REDACTED]

C. The Parties agree, acknowledge, and stipulate that Smith is entitled to and shall receive full service and pension credits for the period set forth in paragraph B. above and that full payment of all back pay set forth in paragraph B. above shall be made to Smith within 30 days of execution of this Agreement by Smith.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

H. Smith shall be reinstated to employment on the effective date of this Agreement.

[REDACTED]

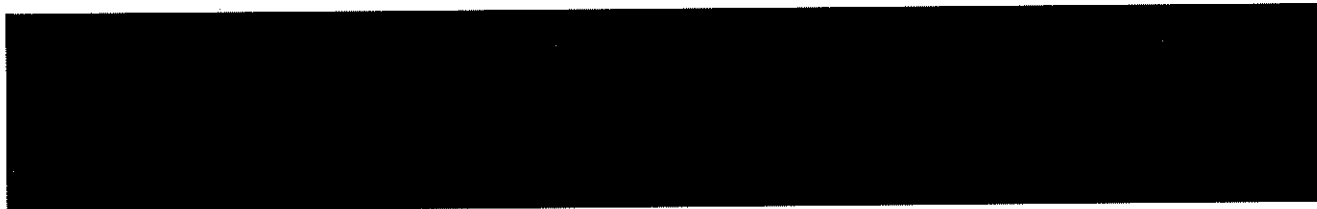
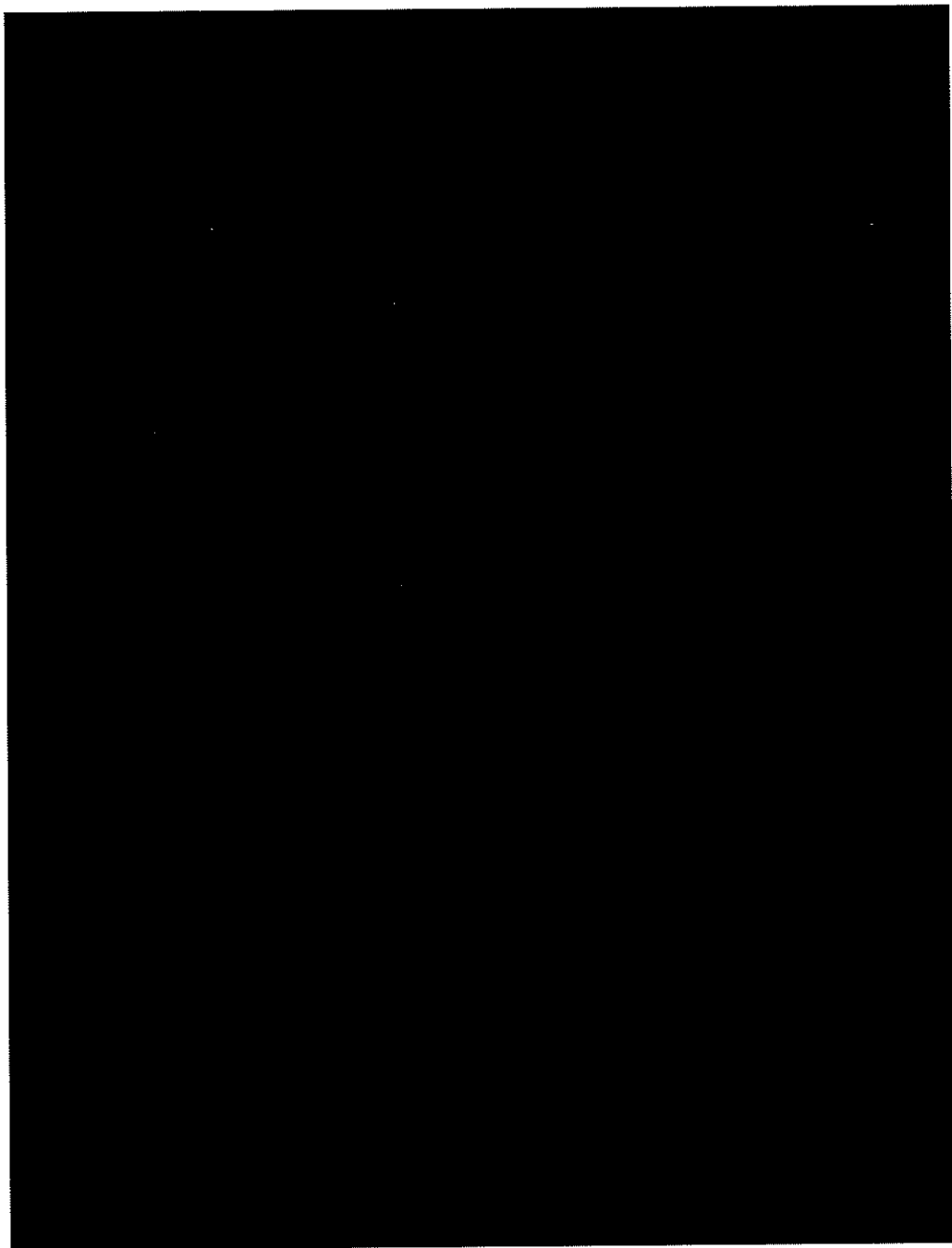
O. It is understood and agreed that Smith will take full responsibility for any attempt to purchase service time to become eligible for retirement benefits with the Board of Trustees of New Jersey Police and Fire Retirement System ("PFRS") and/or the New Jersey Division of Pensions and Benefits ("NJDPB"). The Borough does not and will not represent, justify or warrant Smith's eligibility for retirement in any proceedings before the PFRS and/or the NJDPB, including, but not limited to, determinations concerning Smith's service time, his right to receive full retirement benefits, his right to receive health benefits as a PFRS retiree, or his right to receive disability retirement benefits under PFRS and/or the NJDPB. All of these determinations, as well as those which may not be listed in this Agreement, shall be made solely by the PFRS and/or the NJDPB. Smith will assume full responsibility for submitting an application for the purchase of service time to the PFRS and/or the NJDPB to qualify for retirement. The Borough's role in the retirement application process is limited to its responsibilities under the prevailing New Jersey statutes and regulations governing such matters. It is understood and agreed, however, that the PFRS and/or the NJDPB has sole discretion to require submission of documentation to satisfy their inquiries on all aspects of Smith's retirement. Any denial of eligibility for purchase of service time or retirement with the New Jersey Division of Pensions and Benefits shall in no way affect the enforceability of this Agreement or diminish the consideration given therefore.

2. COMPLETE RELEASE AND COVENANT NOT TO SUE

[REDACTED]

[REDACTED]

[REDACTED]



3. INDEMNIFICATION.

4. CONSULTATION WITH ATTORNEY.

5. COMPLETE AGREEMENT.

6. MODIFICATION.

7. ATTESTATION.

8. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey.

9. VENUE.

Any controversies or disagreements arising out of, or relating to this Agreement or the breach thereof, shall be resolved in the Superior Court of New Jersey – Sussex County.

10. REVOCACTION.

Smith may revoke this Agreement within seven (7) days after the date this Agreement is signed by Smith. This revocation must take the form of written notice by Smith that he intends to revoke this Agreement. This revocation must be provided directly to the Employer, c/o John E. Ursin, Esq. This seven (7) day revocation period may not be waived. In the event Smith revokes his acceptance of this Agreement, it shall be revoked in its entirety and the Employer shall have the option to conduct a disciplinary hearing against Smith seeking his immediate termination of employment from the Employer.

11. **REASONABLE PERIOD OF TIME**

Smith agrees that he has been given a reasonable period of time of at least twenty- one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement.

12. **PRECATORY PHRASES**

The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the Parties and are incorporated by reference herein.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE TERMS OF THIS AGREEMENT AND INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT AND ITS PROVISIONS. ADDITIONALLY, THE PARTIES ARE SIGNING BELOW VOLUNTARILY AND WITHOUT THREAT OR COERCION OF ANY KIND.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I, Jeffery R. Smith, executed the foregoing Agreement this 26th day of August, 2022.

Sworn and Subscribed to before me

this 26th day of August, 2022.

Jeffrey R. Smith
JEFFREY R. SMITH

Kaliopi Hatzipetros
Notary Public of the
State of New Jersey

KALIOPI HATZIPETROS
NOTARY PUBLIC
MY COMMISSION EXPIRES
DECEMBER 26, 2023

FRANKLIN BOROUGH

John M. Sowden IV
By: John M. Sowden IV, Mayor

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in paragraph 11. above.

Jeffrey R. Smith
JEFFREY R. SMITH

Borough of Franklin, County of Sussex

Resolution #2022-89

RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF FRANKLIN SEEKING TO ACCEPT AND RATIFY A SETTLEMENT AGREEMENT

WHEREAS, certain matters have arisen pertaining to J.S.'s employment with the Borough of Franklin ("Borough"); and

WHEREAS, J.S. has agreed to a Settlement Agreement and executed same on August 31, 2022; and

WHEREAS, the Borough Council has reviewed the Settlement Agreement and accepts and agrees to the terms of same; and

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

- 1) The Borough hereby approves the terms and conditions of the Settlement Agreement executed by J.S. on August 31, 2022; and
- 2) The Borough Council hereby authorizes the Mayor to execute the Settlement Agreement; and
- 3) That this Resolution shall take effect immediately.

CERTIFICATION

I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin at a regular meeting held at 7:00 p.m. on August 31, 2022.


Darlene J. Tremont, Municipal Clerk

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Agreement") is entered into as of the 15th day of ~~November~~ ^{December} 2020, by and between the **BOROUGH OF FRANKLIN** (hereinafter "Borough") and **JEFFERY SNYDER** (hereinafter "Snyder").

WHEREAS, Snyder is employed as a patrol officer with the Borough of Franklin Police Department; and

WHEREAS, on July 10, 2020 Snyder was found to be unfit for duty and unlikely to be able to be restored to the extent that he would be able to resume police work in the future; and

WHEREAS, Snyder was served with a Notice of Charges and Disciplinary Action dated August 24, 2020 seeking his removal in accordance with the April 26, 2020 Settlement Agreement and Release; and



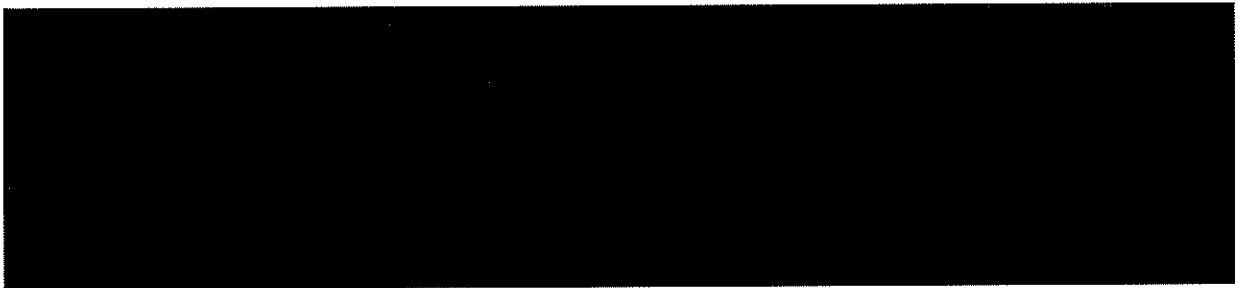
WHEREAS, the Borough of Franklin and Jeffrey Snyder desire to resolve and reach a full and final resolution of all matters related to the employment relationship between them.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RETIREMENT

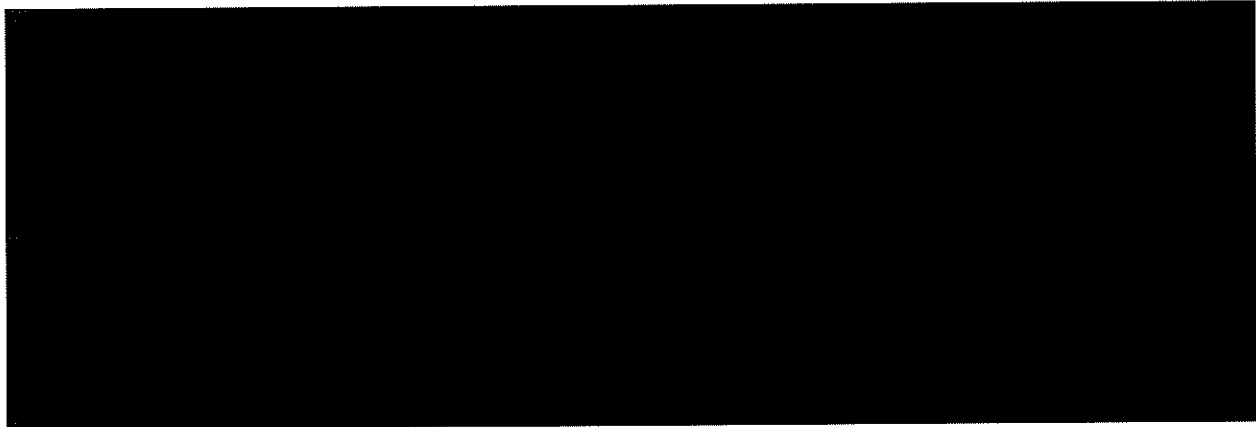
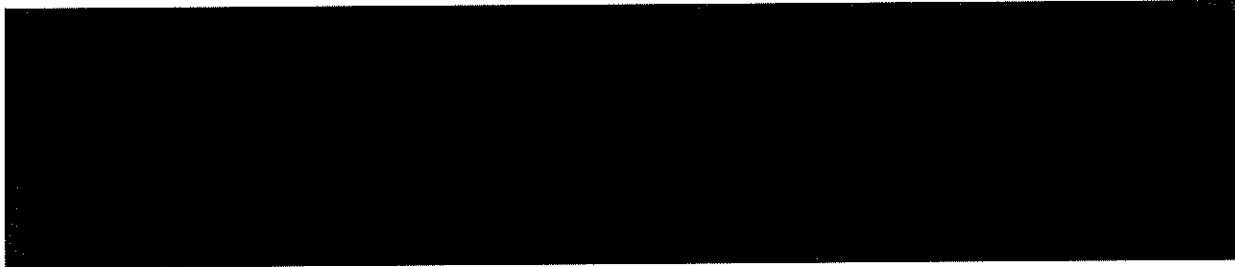
a. Effective September 1, 2020, Snyder shall retire from employment in good standing from the Borough of Franklin Police Department. Snyder acknowledges that he will not seek re-employment with the Borough of Franklin as a result of his retirement.

b. This section intentionally left blank.



f. Snyder has the right to pursue the continuation of his health benefits through COBRA and will be notified as to his eligibility for COBRA by the

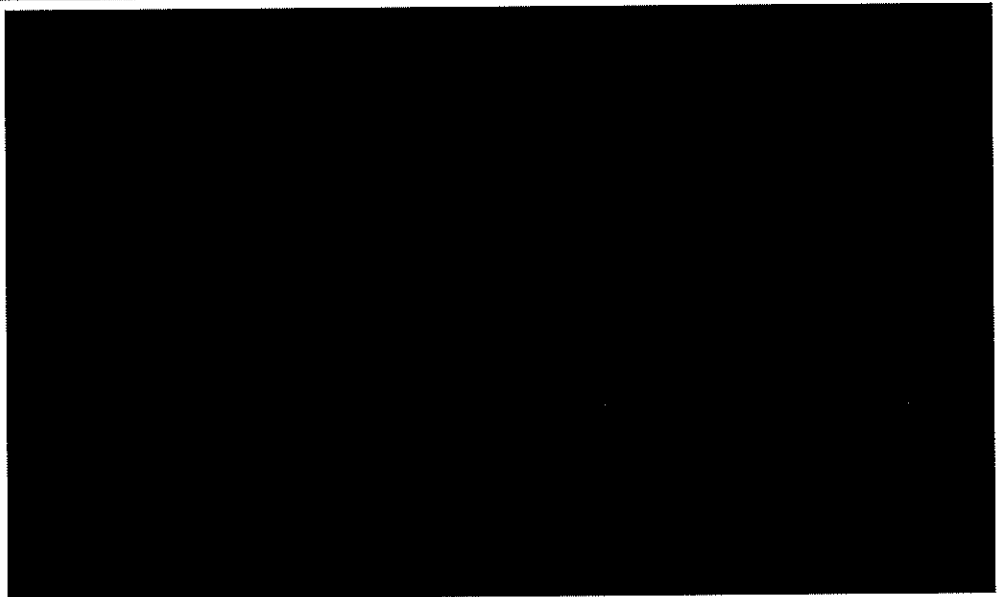
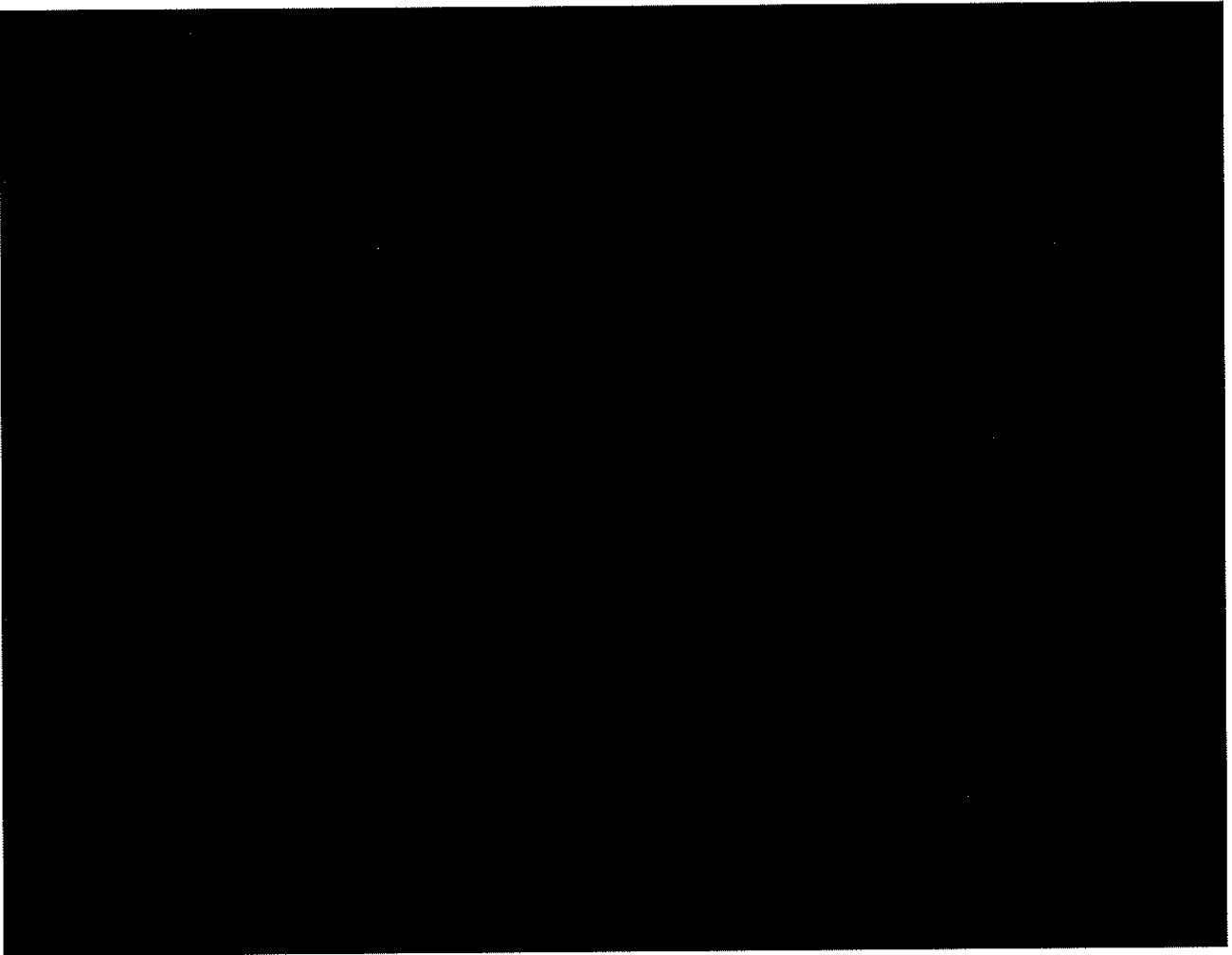
insurance carrier and/or the New Jersey Division of Pensions and Benefits. Any denial of eligibility for COBRA by the insurance carrier and/or the New Jersey Division of Pensions and Benefits shall in no way affect the enforceability of this Agreement or diminish the consideration given therefore.

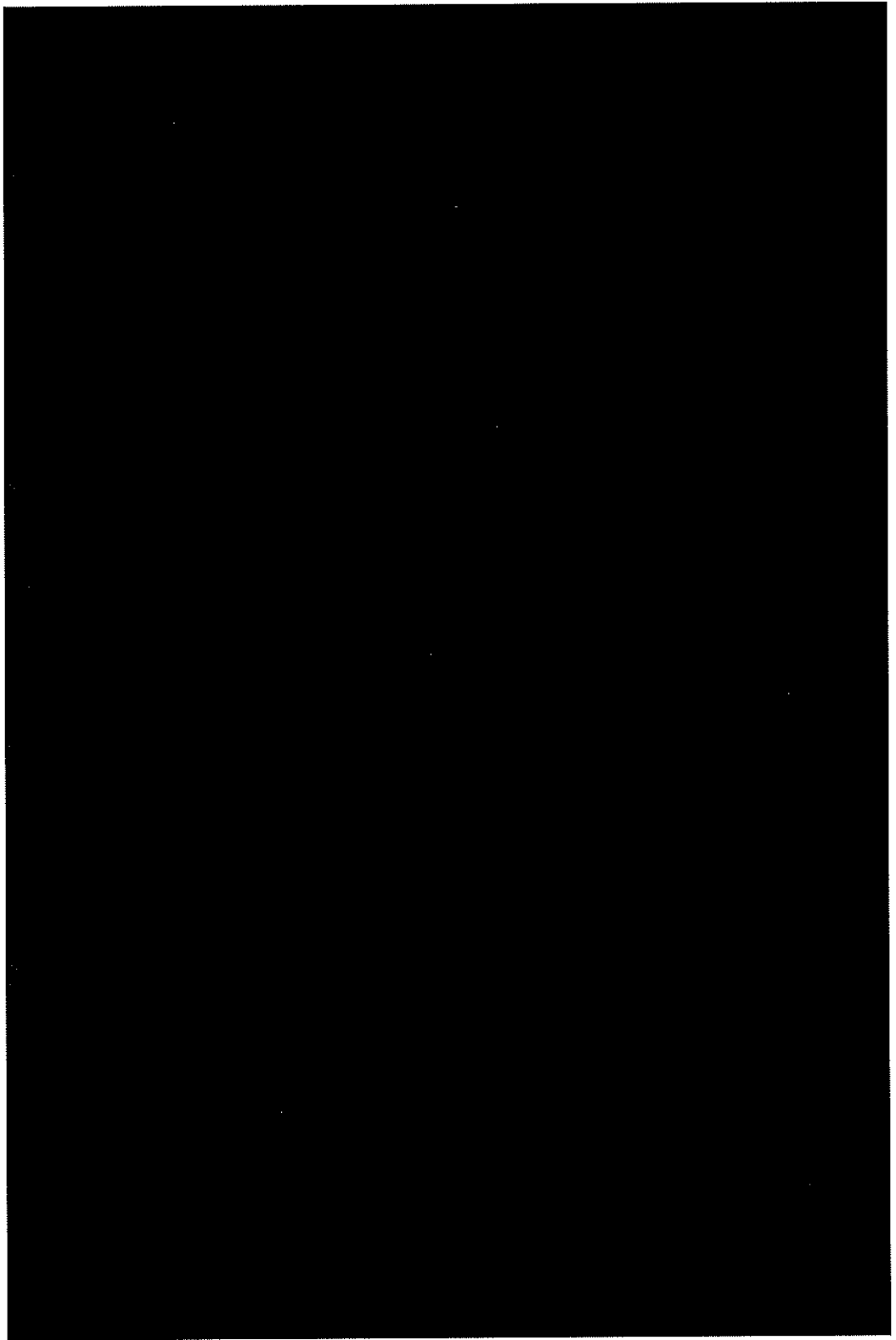


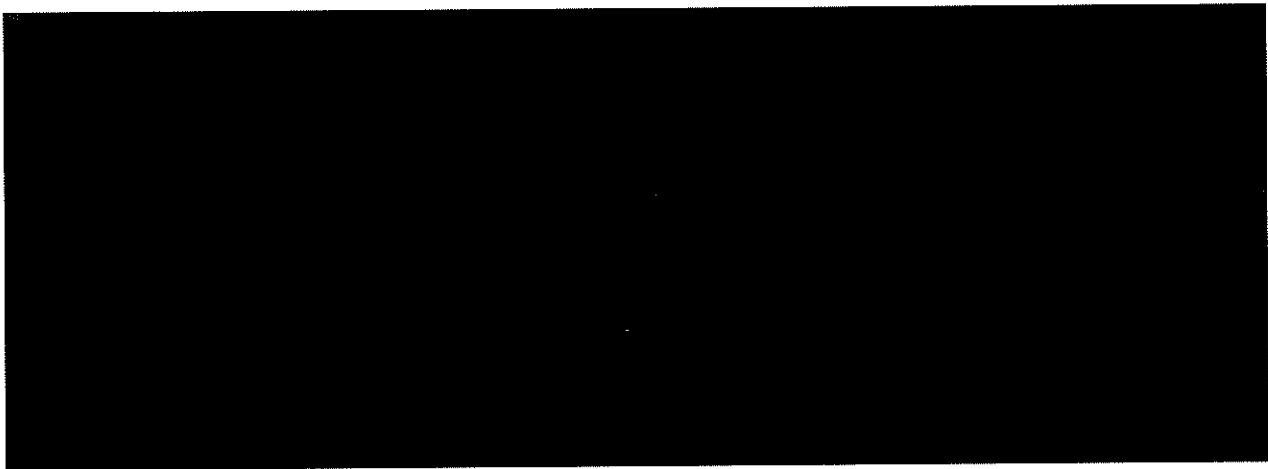
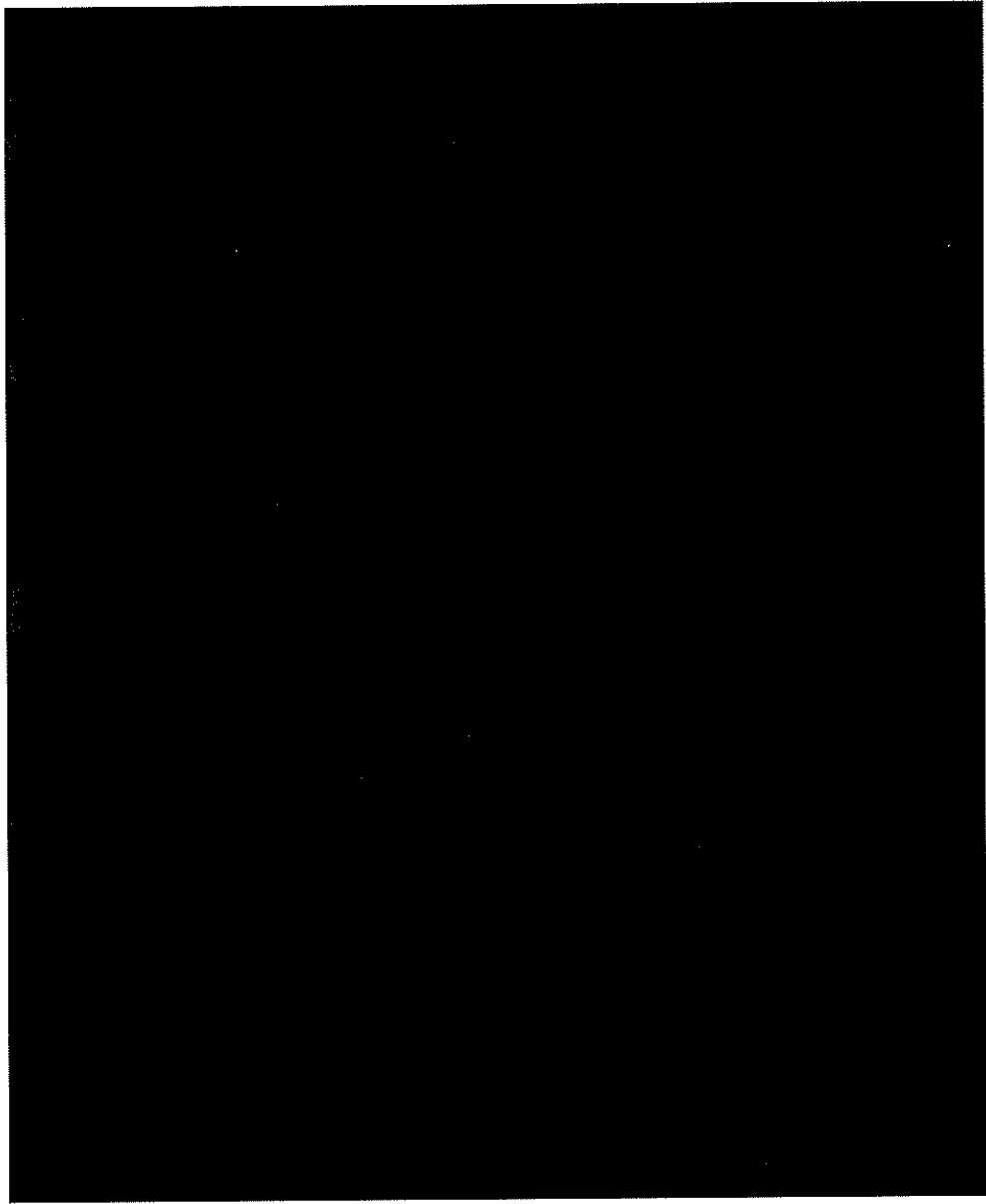
i. This Agreement is entered into with the understanding that it is without precedent and shall not be referred to in any other case or matter between the Borough or any employee of the Borough.

2. COMPLETE RELEASE AND COVENANT NOT TO SUE

In consideration of the Agreement hereinabove, the Employee, his heirs, assigns and agents (hereinafter referred to collectively as "Snyder") voluntarily enters into this Agreement, and Snyder certifies that he has not been threatened or coerced into signing this Agreement, on the terms which follow:







3. NO DISPARAGING STATEMENTS.

4. CONFIDENTIALITY.

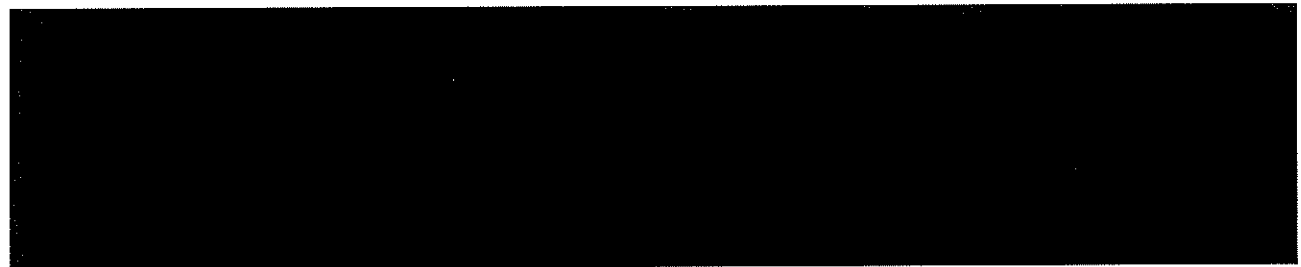
All parties shall not disclose, either directly or indirectly, in any manner whatsoever, any information regarding the existence of the terms or contents of this Settlement Agreement, to any third party, person or organization, including but not limited to, any governmental agency, members of the press and media, present and former officers, employees and agents of the Borough and other members of the public. This paragraph shall not preclude the parties from discussing and/or disclosing the existence or terms of this Settlement Agreement to governmental authorities who require such information by subpoena duly issued by a court or agency within competent jurisdiction. Additionally, this paragraph shall not preclude the parties from providing copies of this Agreement pursuant to an order and/or request of the New Jersey Government Records Council (including but not limited to a valid request pursuant to the Open Public Records Act), New Jersey Division of Pensions and

Benefits, Department of Labor and/or Supreme Court. It shall not be considered a breach of his obligation of confidentiality for Snyder to make disclosure of the terms of the Agreement to his attorney(s), or immediate family members, and who shall be expressly advised of, and also be bound by, the same requirement of confidentiality.

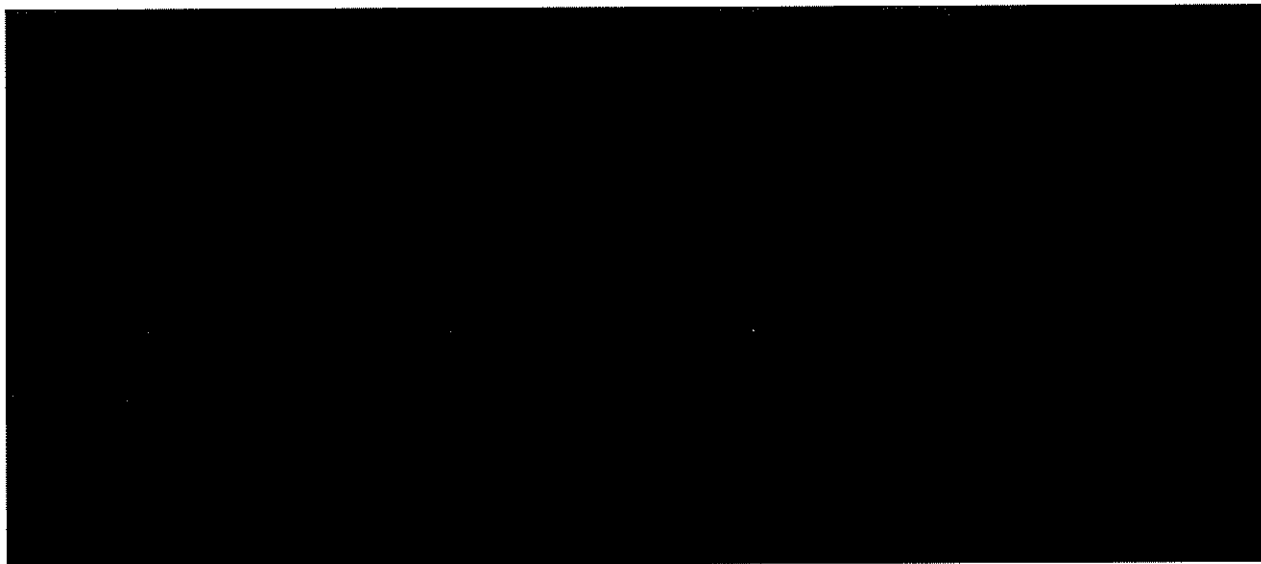
5. INDEMNIFICATION.



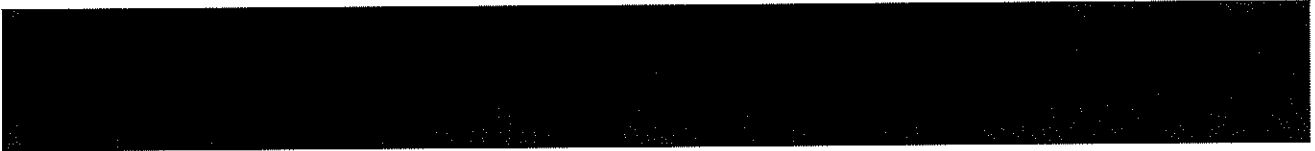
6. CONSULTATION WITH ATTORNEY



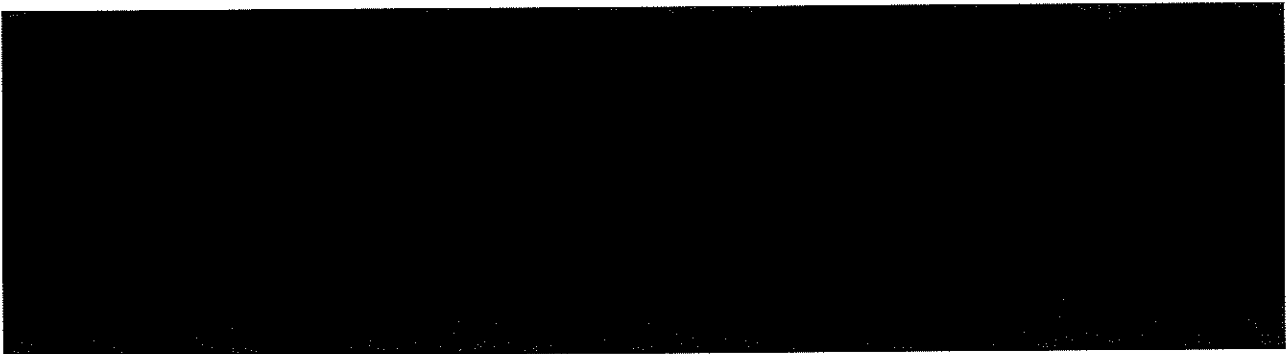
7. COMPLETE AGREEMENT.



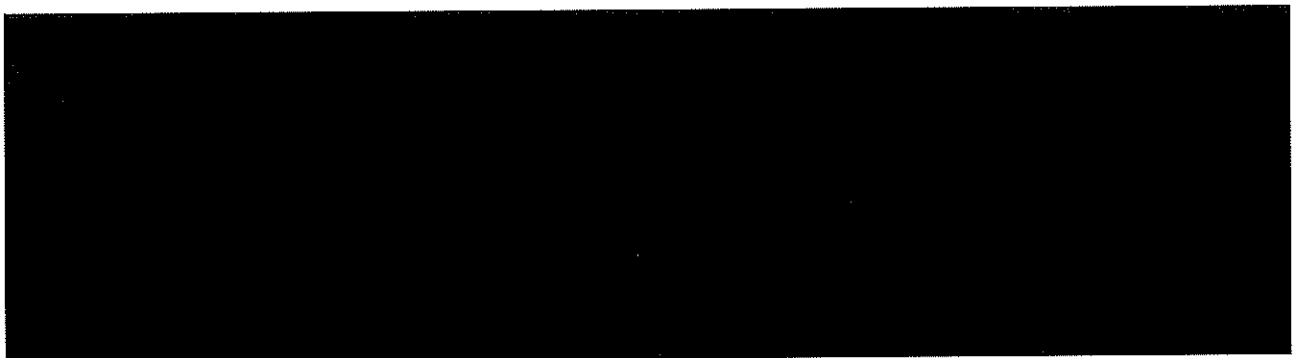
8. MODIFICATION.



9. SEVERABILITY.



10. ATTESTATION.



11. REVOCATION.

Snyder may revoke this Agreement within seven (7) days after the date this Agreement is signed by Snyder. This revocation must take the form of written notice by Snyder that he intends to revoke this Agreement. This revocation must be provided directly to the Borough, c/o Matthew J. Giacobbe, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 169 Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436. This seven (7) day revocation period may not be waived by Snyder.

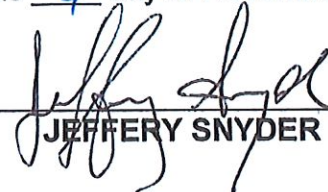
12. **REASONABLE PERIOD OF TIME.**

Snyder agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I,
Jeffery Snyder, executed the foregoing Agreement this 6 day of November, 2020.

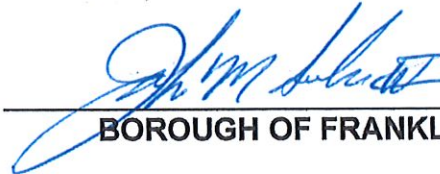
Sworn and Subscribed to before me
this 6 day of November, 2020.


Notary Public of the Attorney-at-Law
State of New Jersey


JEFFERY SNYDER

Sworn and Subscribed to before me
this 16th day of December, 2020.


Notary Public of the
State of New Jersey

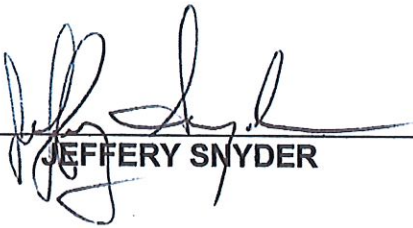

BOROUGH OF FRANKLIN

DARLENE J. TREMONT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 26, 2021

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in the 12th recital on page 10 of this Agreement.

Dated: November 6, 2020


JEFFERY SNYDER