

Keli (KN-2076)  
Verizon Agreement Ordinance  
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ORDINANCE NO. 4-16

**AN ORDINANCE GRANTING NON-EXCLUSIVE PERMISSION AND CONSENT TO VERIZON WIRELESS TO USE ALL OF THE VARIOUS PUBLIC RIGHTS-OF-WAY AND PARTS THEREOF IN THE BOROUGH OF KINNELON, MORRIS COUNTY, NEW JERSEY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ITS TELECOMMUNICATIONS SYSTEM**

**WHEREAS**, New York SMA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") has been approved by the Federal Communications Commission to provide telecommunications services throughout the State of New Jersey and, pursuant to N.J.S.A. 48:3-18, Verizon Wireless may jointly use facilities that have been lawfully erected within municipal rights-of-way; and

**WHEREAS**, Verizon Wireless has requested consent from the Borough of Kinnelon ("Borough") to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the Borough for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

**WHEREAS**, the Borough is obligated to grant Verizon Wireless said consent pursuant to 47 U.S.C. §253(a); and

**WHEREAS**, in response to the Borough's requests, Verizon Wireless will submit to the Borough (1) a \$2,500.00 escrow to cover all fees and costs incurred by the Borough in granting Verizon Wireless's request as described above, including, but not limited to, the Borough's

attorneys' fees for the negotiation and preparation of a Rights-of-Way Use Agreement and this accompanying Ordinance and costs for traffic safety during construction of the telecommunications system within the Borough; and (2) a route map which depicts Verizon Wireless's initial planned installation route throughout the Borough; and

**WHEREAS**, the Borough desires to grant consent to Verizon Wireless to construct, install, operate, repair, maintain and replace its telecommunications system within the Borough's public rights-of-way.

**BE IT ORDAINED**, by the Governing Body of the Borough of Kinnelon, County of Morris, State of New Jersey, as follows:

**SECTION ONE.** Subject to the provisions of applicable Borough Ordinances, non-exclusive permission and consent is hereby granted to Verizon Wireless, its successors and assigns, to construct, install, operate, repair, maintain, and replace its telecommunications system in, through, upon, over, under and across all of the various public rights-of-way, and parts thereof, in this Borough.

**SECTION TWO.** All equipment will be installed on existing poles and underground conduit.

**SECTION THREE.** All construction, installation, operation, repair, maintenance and replacement of Verizon Wireless's telecommunications system shall be done so as not to interfere with any public water, sanitary sewer, storm drainage or other public facilities, fixtures and appurtenances (hereinafter "Public Facilities").

Verizon Wireless shall install its telecommunications system underground to the extent required by applicable State Law or regulation.

Verizon Wireless further agrees to remove and relocate, at its sole expense, all or any part of

its telecommunications system hereafter located and installed that unreasonably interfere with construction, reconstruction and maintenance of any Public Facility, except as otherwise provided by law and subject to the right of Verizon Wireless to recover the costs of such work from third parties who may be legally responsible for such costs.

Any and all rights expressly granted to Verizon Wireless under this Ordinance, which shall be exercised at Verizon Wireless's sole cost and expense, shall be subject to the prior and continuing right of the Borough under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Ordinance shall be deemed to grant, convey, create or vest in Verizon Wireless a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles and underground conduit, which shall be the sole responsibility of Verizon Wireless to undertake and obtain, the Borough hereby authorizes and permits Verizon Wireless to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, relocate and replace its telecommunications facilities, in or on Utility Poles and underground conduit owned by public utility companies or property owners located within the municipal rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

**SECTION FOUR.** Verizon Wireless, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Borough, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Verizon Wireless's actions under this Ordinance and costs in connection therewith, except to the extent resulting from the negligent or willful acts or omissions of Kinnelon. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the Borough in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceeding which may arise in connection with Verizon Wireless's activities pursuant to the rights granted in the Ordinance.

**SECTION FIVE.** The surface of the public rights-of-way, and any pavement or flagging taken up or soil and/or planting disturbed by Verizon Wireless in building its telecommunications system shall be restored to as good condition as it was before the commencement of work thereon by Verizon Wireless at no cost to the Borough of Kinnelon, except as otherwise provided by law. No public rights-of-way shall be encumbered for a longer period than shall be necessary to execute the work. Such restoration shall be subject to the approval of the Mayor and Council after an inspection by its authorized representative upon completion of the work.

**SECTION SIX.** Verizon Wireless agrees to pay reasonable costs incurred by the Borough by reason of Verizon Wireless's telecommunications system, including, but not limited to, the Borough's attorneys' fees for the negotiation and preparation of a Rights-of-Way Use Agreement

and this accompanying Ordinance and costs for traffic safety during construction of the telecommunications system within the Borough.

**SECTION SEVEN.** The use of all public rights-of-way by Verizon Wireless shall be subject to such police and other regulations and restrictions as may be lawfully adopted by the Governing Body of the Borough of Kinnelon.

**SECTION EIGHT.** Verizon Wireless shall at all times maintain a comprehensive liability insurance policy with a single amount of at least Five Million Dollars (\$5,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein. The Borough shall be indicated as an additional insured under said insurance policy.

Prior to the commencement of any work pursuant to this Ordinance, Verizon Wireless shall provide the Borough with a Certificates of Insurance evidencing the coverage provided by said liability policy.

The Borough shall notify Verizon Wireless within fifteen (15) days after the presentation of any claim or demand to the Borough, either by suit or otherwise, made against the Borough on account of Verizon Wireless or any of its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Ordinance.

**SECTION NINE.** Following the adoption of this Ordinance by the Borough, and acceptance thereof by Verizon Wireless, Verizon Wireless and the Borough shall execute a Rights-of-Way Use Agreement which shall set forth the terms and conditions of the permission and consents granted herein. Said permission and consent shall continue and be in force for the later of fifteen (15) years from the date of such Agreement. Throughout the full term of this Ordinance, Verizon Wireless, its successors and assigns, shall furnish safe, adequate and proper service within

the Borough of Kinnelon and keep and maintain its property and equipment in such condition as to enable it to do so.

**SECTION TEN.** Nothing herein contained shall be construed to grant unto Verizon Wireless, its successors and assigns, an exclusive right or to prevent the granting of permission and consent to other companies for like purposes on any of the public rights-of-way of the Borough of Kinnelon.

**SECTION ELEVEN.** The term "Borough" as used in this Ordinance shall be held to apply to and include any form of municipality or government into which the Borough of Kinnelon or any part thereof may at any time hereafter be changed, annexed or merged, and the term "Borough" or any other term herein used in referring to the Governing Body of the Borough of Kinnelon shall be held to apply and include the Governing Body of such other form of municipality.

**SECTION TWELVE.** Upon adoption of this Ordinance in accordance with law, the Borough Clerk shall provide Verizon Wireless with written notice thereof by Certified Mail. Verizon Wireless shall file with the Borough Clerk, its written acceptance of said Ordinance within 30 days of the receipt of said notice.

**SECTION THIRTEEN.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be judged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged, and the remainder of this Ordinance shall be deemed valid and effective.

**SECTION FOURTEEN.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency only.

**SECTION FIFTEEN.** This Ordinance shall take effect immediately upon adoption.

ATTEST

BOROUGH OF KINNELON

\_\_\_\_\_  
Karen M. Iuele, Deputy Borough Clerk

\_\_\_\_\_  
Robert W. Collins, Mayor

**CERTIFICATION**

I, Karen M. Iuele, Deputy Borough Clerk, Borough of Kinnelon, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true copy of an Ordinance introduced, read by title, and passed on first reading at a regular meeting of the Kinnelon Borough Council held on \_\_\_\_\_ and adopted by the Governing Body at a regular meeting of the Borough held on \_\_\_\_\_.

\_\_\_\_\_  
Karen M. Iuele, Deputy Borough Clerk

## **RIGHTS-OF-WAY USE AGREEMENT**

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated \_\_\_\_\_, 2016 (the "Effective Date"), and entered into by and between the Borough of Kinnelon ("Kinnelon"), a New Jersey municipal corporation, having its address at 130 Kinnelon Road, Kinnelon, New Jersey, 07405, and New York SMA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), a New York Limited Partnership with a principal business address of One Verizon Wireless Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

### **RECITALS**

WHEREAS, Verizon Wireless has been approved by the Federal Communications Commission to provide telecommunications services throughout the State of New Jersey and, pursuant to N.J.S.A. 48:3-18, Verizon Wireless may jointly use facilities that have been lawfully erected within municipal rights-of-way; and

WHEREAS, Verizon Wireless proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within Kinnelon for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, it is in the best interests of Kinnelon and its citizenry for Kinnelon to grant consent to Verizon Wireless to occupy said public rights-of-way within Kinnelon for this purpose; and

WHEREAS, the consent granted herein is for the non-exclusive use of the public rights-



of-way within Kinnelon for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, Kinnelon and Verizon Wireless hereby agree to and with each other as follows:

**Section 1: Definitions.**

- a. "Verizon Wireless" is the grantee of rights under this Use Agreement.
- b. "Kinnelon" is the grantor of rights under this Use Agreement and is known as the Borough of Kinnelon, County of Morris, State of New Jersey.
- c. "Rights-of-Way" means the areas devoted to passing under, over, on or through lands with public utility facilities.
- d. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which is similar in construction and use.

**Section 2: Grant of Consent.**

Kinnelon hereby grants Verizon Wireless its municipal consent for the non-exclusive use of the public rights-of-way within Kinnelon for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

**Section 3: Public Purpose.**

It is deemed to be in the best interests of Kinnelon and its citizenry for Kinnelon to grant consent to Verizon Wireless to occupy said public rights-of-way within Kinnelon for this purpose.

**Section 4: Project Description.**

Any construction to be undertaken for the purposes described herein shall require prior notice by Verizon Wireless to Kinnelon. Verizon Wireless shall fully describe the construction to be undertaken including, but not limited to, system components, wires, transformers, panels, mechanical, moving or noise emitting parts, etc., and shall coordinate and work with the appropriate Municipal department(s) before scheduling and commencing any construction. All underground work shall follow standard road opening permit requirements. Upon completion of installation, Verizon Wireless shall furnish to Kinnelon a pole list showing the exact locations of the equipment in public rights-of-way.

**A. Relocation and Displacement of Equipment.** Verizon Wireless understands and acknowledges that Kinnelon may require Verizon Wireless to relocate its equipment installations. Verizon Wireless shall, at Kinnelon's direction, relocate such equipment at the sole cost and expense of Verizon Wireless, whenever Kinnelon reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Kinnelon project; (b) because the equipment is interfering with or adversely affecting proper operation of light poles; or (c) to protect or preserve public health and safety. If Verizon Wireless shall fail to relocate any equipment as requested by Kinnelon within a reasonable time under the circumstances in accordance with the foregoing provision, Kinnelon shall be entitled to relocate the equipment at the sole cost and expense of Verizon Wireless, without further notice to Verizon Wireless.

**B. Damage to Public Rights-of-Way.** Whenever the removal or relocation of equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause public rights-of-way to be damaged, Verizon Wireless, at its sole cost and expense, shall

promptly repair and return the public rights-of-way in which the equipment is located to safe and satisfactory conditions in accordance with applicable laws, normal wear and tear excepted. If Verizon Wireless does not repair the public rights-of-way as just described, then Kinnelon shall have the option, upon fifteen (15) days prior written notice to Verizon Wireless, to perform or cause to be performed such reasonable and necessary work on behalf of Verizon Wireless and to charge Verizon Wireless for the proposed costs to be incurred or the actual costs incurred by Kinnelon. Upon receipt of a demand for payment from Kinnelon, Verizon Wireless shall promptly reimburse Kinnelon for such costs.

**Section 5: Scope of Use Agreement.**

Any and all rights expressly granted to Verizon Wireless under this Use Agreement, which shall be exercised at the sole cost and expense of Verizon Wireless, shall be subject to the prior and continuing right of Kinnelon under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Verizon Wireless a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership, and does not include any State or County road rights-of-way.

Subject to obtaining the permission of the owner(s) of existing Utility Poles and/or underground conduits, which shall be the sole responsibility of Verizon Wireless to undertake and obtain, Kinnelon hereby authorizes and permits Verizon Wireless to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities in or on Utility Poles or other structures

owned by public utility companies or other property owners located within the municipal rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

**Section 6: Compliance with Ordinance.**

Verizon Wireless shall comply with all existing ordinances of Kinnelon as may be lawfully amended from time to time and with all future ordinances as may be lawfully enacted.

**Section 7: Municipal Costs.**

Verizon Wireless agrees to pay the reasonable costs incurred by Kinnelon by reason of Verizon Wireless's telecommunications system, including, but not limited to, Kinnelon's attorneys' fees for the negotiation and preparation of this Use Agreement and accompanying ordinance and costs for traffic safety during construction of the telecommunications system within Kinnelon.

**Section 8: Duration of Consent.**

The non-exclusive municipal consent granted herein shall expire fifteen (15) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Verizon Wireless ceases to maintain its telecommunications system equipment in Kinnelon, Verizon Wireless shall remove the telecommunications system equipment at its cost and expense.

**Section 9: Indemnification.**

Verizon Wireless, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless Kinnelon, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any

person(s) or entities claiming to be or being harmed as a result of Verizon Wireless's actions under this Use Agreement and costs in connection therewith, except to the extent resulting from the negligent or willful acts or omissions of Kinnelon. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by Kinnelon in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Verizon Wireless's activities pursuant to the rights granted in this Use Agreement.

**Section 10: Notices.**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To VERIZON WIRELESS at:            Verizon Wireless  
   180 Washington Valley Parkway  
   Bedminster, New Jersey 07921  
   Attn: Network Real Estate

To the Kinnelon at:                    Borough of Kinnelon  
   130 Kinnelon Road  
   Kinnelon, NJ 07405  
   Attn: Borough Clerk

**Section 11: Liability Insurance.**

Verizon Wireless shall at all times maintain a comprehensive liability insurance policy with a single amount limit of at least Five Million Dollars (\$5,000,000 .00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein. Kinnelon shall be indicated as an additional insured under said insurance policy.

Prior to the commencement of any work pursuant to this Use Agreement, Verizon Wireless shall provide Kinnelon with a Certificate of Insurance evidencing the coverage provided by said liability policy.

Kinnelon shall notify Verizon Wireless within fifteen ( 15) days after the presentation of any claim or demand to Kinnelon, either by suit or otherwise, made against Kinnelon on account of any of Verizon Wireless's or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees', activities pursuant to the rights granted in this Use Agreement.

**Section 12: Assignment.**

This Use Agreement may be assigned by Verizon Wireless to its principal affiliates, subsidiaries or to any entity that acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of Kinnelon. As to any other parties, Verizon Wireless may not assign this Use Agreement without the written consent of Kinnelon, which shall not be unreasonable withheld.

**Section 13: Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 14: Governing Law.**

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. Venue shall be Morris County, New Jersey.

**Section 15: Incorporation of Prior Agreements.**

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 16: Modification of Agreement.**

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 17: Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

**Section 18: Headings.**

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 19: Counterparts.**

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, sealed, attested and delivered on the date written above.

ATTEST:

BOROUGH OF KINNELON

\_\_\_\_\_  
Karen Iuele, Deputy Borough Clerk

\_\_\_\_\_  
Robert Collins, Mayor

ATTEST:

VERIZON WIRELESS

\_\_\_\_\_  
[Print Name and Title Below Signature]

\_\_\_\_\_  
[Print Name and Title Below Signature]



**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY |  
COUNTY OF MORRIS |

SS.:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, Two Thousand Sixteen, before me, the subscriber, personally appeared KAREN IUELE, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the DEPUTY BOROUGH CLERK of the BOROUGH OF KINNELON, a municipal corporation, the corporation named in the within instrument; that ROBERT COLLINS is the MAYOR of said Borough; that the execution as well as making of this instrument has been duly authorized by proper action of the Governing Body; that deponent well and truly knows the corporate seal of said Borough; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR COLLINS as and for the voluntary act and deed of said Borough, in the presence of deponent, who thereupon subscribed her name thereto as witness.

\_\_\_\_\_  
[Print Name and Title Below Signature]

Sworn and subscribed to before  
me on the date aforesaid.

\_\_\_\_\_  
[Print Name and Title Below Signature]

**ACKNOWLEDGMENT, CORPORATE OR OTHER ENTITY**

STATE OF NEW JERSEY |  
COUNTY OF \_\_\_\_\_ | SS

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument; and

(b) was authorized to and did execute this instrument as \_\_\_\_\_ of

Verizon Wireless, the entity named in this instrument.

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
[Print Name and Title Below Signature]

ORDINANCE # 5-16

**ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES TO BE UNDERTAKEN BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND APPROPRIATING \$658,600 THEREFOR, CONSTITUTING PROCEEDS OF OBLIGATIONS OF THE BOROUGH HERETOFORE ISSUED AND MONEYS ON DEPOSIT IN THE OPEN SPACE TRUST FUND.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey, as general improvements, and there is hereby appropriated therefor the sum of \$658,600, said sum, to the extent of \$306,600, constituting proceeds of obligations of the Borough heretofore issued and not necessary for financing the purposes for which issued and now available for financing the said improvements or purposes and, to the extent of \$352,000, constituting funds available in the Open Space Trust Fund of the Borough.

Section 2. The improvements or purposes for the financing of which the appropriation is made as provided in Section 1 of this ordinance are: the improvement of Borough parks including the installation of new lighting, netting and screens and the upgrade of the fields (\$447,000); the improvement of the Kinnelon Museum including the installation of an irrigation system (\$5,000); acquisition of new vehicular equipment for use by the Department of Public Work of the Borough including one (1) pick-up truck (\$50,000); acquisition of new equipment for use by the Police Department of the Borough including computers, generators and

defibrillators (\$49,600); and acquisition of new equipment for use by the Fire Department of the Borough including turnout gear, self-contained breathing apparatus, hoses and cameras (\$107,000), together with for all the aforesaid all structures, site work, accessories, appurtenances, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 3. It is the opinion of the Borough Council of the Borough, as the governing body thereof, that it is in the best interest of the Borough that \$306,600 constituting proceeds of obligations of the Borough heretofore issued under Ordinance Nos. 6-10 (\$128,896) and 16-11 (\$177,704) of the Borough, shall be appropriated to and used to finance costs of the improvements or purposes above-described in Section 2 of this ordinance.

Section 4. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 5. This ordinance shall take effect after final passage as provided by law.

ORDINANCE # 6-110

**ORDINANCE PROVIDING FOR THE IMPROVEMENT OF FAYSON LAKES ROAD IN AND BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND APPROPRIATING \$230,000 THEREFOR, CONSTITUTING PROCEEDS OF BONDS OF THE BOROUGH HERETOFORE ISSUED AND PROCEEDS OF A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. The improvement described in Section 2 of this ordinance is hereby authorized to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey, as a general improvement, and there is hereby appropriated therefor the sum of \$230,000, said sum, to the extent of \$119,000, constituting proceeds of bonds of the Borough heretofore issued and not necessary for financing the purposes for which issued and now available for financing the said improvement or purpose and, to the extent of \$111,000, constituting proceeds of a grant received or expected to be received from the New Jersey Department of Transportation.

Section 2. The improvement or purpose for the financing of which the appropriation is made as provided in Section 1 of this ordinance is the improvement of Fayson Lakes Road, including the construction, reconstruction or resurfacing thereof, together with all curbing, sidewalks, drainage facilities, landscaping, signage, structures, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance

with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 3. It is the opinion of the Borough Council of the Borough, as the governing body thereof, that it is in the best interest of the Borough that \$119,000 constituting proceeds of bonds of the Borough heretofore issued under Ordinance No. 16-11 shall be appropriated to and used to finance costs, including incidental expenses, of the improvement or purpose above described in Section 2 of this ordinance.

Section 4. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 5. This ordinance shall take effect after final passage as provided by law.

ORDINANCE # 7-16

**ORDINANCE PROVIDING FOR THE IMPROVEMENT OF KAKEOUT ROAD IN AND BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND APPROPRIATING \$350,000 THEREFOR, CONSTITUTING PROCEEDS OF BONDS OF THE BOROUGH HERETOFORE ISSUED AND PROCEEDS OF A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. The improvement described in Section 2 of this ordinance is hereby authorized to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey, as a general improvement, and there is hereby appropriated therefor the sum of \$350,000, said sum, to the extent of \$190,000, constituting proceeds of bonds of the Borough heretofore issued and not necessary for financing the purposes for which issued and now available for financing the said improvement or purpose and, to the extent of \$160,000, constituting proceeds of a grant received or expected to be received from the New Jersey Department of Transportation.

Section 2. The improvement or purpose for the financing of which the appropriation is made as provided in Section 1 of this ordinance is the improvement of Kakeout Road, including the construction, reconstruction or resurfacing thereof, together with all curbing, sidewalks, drainage facilities, landscaping, signage, structures, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the

plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 3. It is the opinion of the Borough Council of the Borough, as the governing body thereof, that it is in the best interest of the Borough that \$190,000 constituting proceeds of bonds of the Borough heretofore issued under Ordinance No. 16-11 shall be appropriated to and used to finance costs, including incidental expenses, of the improvement or purpose above described in Section 2 of this ordinance.

Section 4. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 5. This ordinance shall take effect after final passage as provided by law.